



# **AGREEMENT**

**Between**

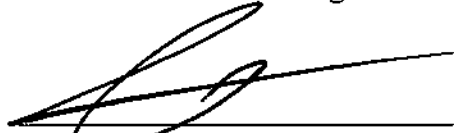
**BOARD OF EDUCATION  
J. STERLING MORTON  
HIGH SCHOOL DISTRICT 201  
Cook County, Illinois**

**and**

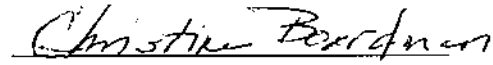
**MORTON TEACHING ASSISTANTS  
Local 73, SEIU-CTW**

**July 1, 2015 – June 30, 2018**

The Board of Education of the J. Sterling Morton High School District 201, Cook County, Illinois and the Morton Teaching Assistants, Local 73, SEIU-CTW, has agreed to this contract.



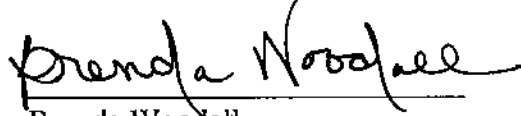
Jeffrey Pesek, President  
Board of Education



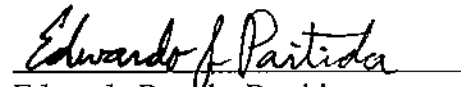
Christine Boardman, President  
Local 73, SEIU-CTW



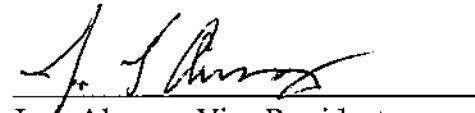
Jessica Jaramillo-Flores, Secretary  
Board of Education



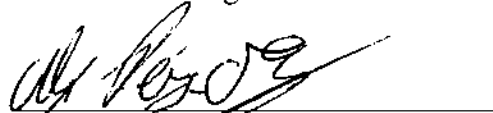
Brenda Woodall  
Local 73, SEIU-CTW



Eduardo Partida, President  
Morton Teaching Assistants



Jose Alvarez, Vice President  
Morton Teaching Assistants



Alex Perez-Feliz, Secretary  
Morton Teaching Assistants

\_\_\_\_\_, 2015  
Dated

\_\_\_\_\_, 2015  
Dated

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**I. PURPOSE**

The purpose of this Agreement is to promote a good relationship and a better understanding between the School Board and its employees and to establish procedures for the orderly settlement of alleged grievances which may arise between the administration and its employees.

Inasmuch as possible within the administrative requirements of the school program, there will be fair and equitable treatment of all members of the bargaining unit by the employer.

This Agreement shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the School Board. If any section or subsection of this Agreement shall be declared invalid by any court or competent jurisdiction or shall become inoperative because of any Federal or State law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

**II. BARGAINING AGENT RECOGNITION**

The Board of Education of District 201, Cook County, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes Local 73 of the Service Employees International (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for all full-time and part-time special education teaching assistants, exclusive of supervisory, managerial and confidential employees as defined by the Illinois Educational Labor Relations Act ("IELRA").

**III. DEFINITIONS**

**A. EMPLOYEE**

Full-time: An employee who is regularly scheduled to work for six (6) or more hours per school day and thirty (30) or more hours per week.

Part-time: An employee who is permanently employed less than thirty (30) hours per week and who meets Illinois Municipal Retirement Fund ("IMRF") standards (works a minimum of 600 hours a year).

**B. DAYS**

The terms "days" when used in this agreement shall, except where otherwise indicated, mean calendar days.

*bw*

C. SUPERINTENDENT

The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

D. EMPLOYER

The term "Employer, Board or Board of Education" shall indicate the Board of Education.

E. UNION

The term "Union" shall indicate the sole and exclusive bargaining representative.

F. ADMINISTRATION

The term "Administrator" shall indicate an employee at the District with supervisory and/or evaluative responsibility.

G. CERTIFIED STAFF

Certified teaching assistants shall be those teaching assistants that meet the State requirements for certification as a teaching assistant (paraprofessional).

H. WORK YEAR

A 10-month employee's contractual year will be based on 180 days of employment.

I. SENIORITY

District Seniority shall be defined as the length of service within the District from the most recent date of hire. Accumulation of District seniority shall begin from the employee's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots, such drawing to be conducted by the Superintendent in the presence of the Union President.

Departmental Seniority shall be defined as the employee's length of service from his first working day in a classification covered under this Agreement.

A seniority list shall be provided to the Chapter President and the Union's designated exclusive representative by October 1st and April 1<sup>st</sup> of each

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school year. Included in the seniority list shall be the date the employee was hired and the step at which the employee was hired.

#### IV. UNION SECURITY

##### 4.1 Non-Discrimination

The Board agrees that it will not discriminate against any employee because of his/her affiliation with the Union, nor will the Board in any way discourage any employee from joining the Union or will the Board take any action against an employee because of legitimate Union activity.

The Board further agrees to inform all present employees and all new employees hired after the signing of this agreement that Local 73, Service Employees' International Union is the exclusive representative of all employees in the unit and that all matters of grievance and other conditions of employment must be handled through the regular procedures set in this Agreement.

##### 4.2 Checkoff of Union dues

The Board agrees to deduct the regular monthly dues, uniformly required as a condition of Union membership, from the wages of the employees who become or are members and remit them to the Union on or before the 15th day of each month, providing the employee signs and submits to the Business Office a written authorization to deduct dues substantially in the following form:

#### AUTHORIZATION TO DEDUCT DUES

I, the undersigned, authorize and direct to deduct from my wages each and every month the regular dues which may be charged against me by Local No. 73, which is required to maintain me as a member in good standing in said Union, in accordance with the By-Laws of the Union. The amount deducted each month shall be forwarded to the Secretary-Treasurer of Local No. 73.

This authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of the collective Agreement between my employer and Local No. 73, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective Agreement between my employer and Local No. 73, whichever shall be shorter, unless written notice is given by me to the employer not more than twenty (20) days and



not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective Agreement between my employer and Local No. 73, whichever occurs sooner.

Executed at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Employee's Signature

#### 4.3 Indemnification

The Union shall hold the Board, its agents and employees, harmless and indemnify it against any claim or liability which may arise out of any actions, taken by the Board pursuant to this Article.

#### 4.4 Fair Share

All employees who are not members of the Union shall, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-union members of the union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union, pursuant to paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Union, the Union shall place in an interest bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

If a non-member employee declares the right of non-association based either upon bonafide religious tenets, or teachings of a church or religious body of which such employee is a member, or upon philosophical differences, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share

agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union from a list compiled by the Union and the Board. If the affected employee and the Union are unable to reach an agreement on the matter, the employee may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason or action taken by the Board for the purpose of complying with the above provisions of the article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

#### 4.5 Voluntary Deduction - Committee on Political Action

The District, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as a regular contribution to Service Employees International Union Committee on Political Education (SEIU COPE). The District will regularly remit any such sums deducted from that purpose to the Union. The employee may at any time revoke his/her authorization of the SEIU COPE payroll deduction.

#### 4.6 Union Time

The Chapter President of the Teaching Assistants Union, SEIU Local 73, shall be allowed no more than two (2) release periods per week for work with members of the teaching assistants union or work in relation to the teaching assistants union. The building principal shall be notified in writing not later than the May 15th of the Union President's requested amount of time for conducting teaching assistant union business for the following school year. If the Union President is granted additional release time beyond the two (2) periods per week provided under this section, the Union must reimburse the Board for the Union President's prorated salary for the additional release period(s).

For any release period which the Union President is not performing his/her assigned duties, a substitute shall be provided to the assigned classroom of the Union President at no charge.

*pu*

## **V. MANAGEMENT RIGHTS**

The Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and The Constitution of the State of Illinois and of the United States. The Board retains the right and responsibility for the proper management and administrative control of the District in all of its various aspects, including but not limited to the responsibility for and the right to:

Employ, direct, supervise, evaluate, layoff, transfer and place all district employees;

Set salaries and rates of pay for district employees;

Establish, modify, or eliminate courses of instruction, programs, athletic, recreational and social events, all as deemed necessary or advisable by the Board; Determine the location, methods, means and number of personnel by which operations are to be conducted including the right to determine whether goods or services are to be provided or purchased;

Establish, modify, combine or abolish job classifications or departments;


Establish rules and regulations and to revise, modify or delete rules and regulations; and

Determine the school calendar, schedules, assignments, hours and the duties, responsibilities, and assignments of those in the bargaining unit.

It is recognized that the Board exercises many of its responsibilities and rights through the Superintendent and/or other members of the administrative staff.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms thereof are in conformance with the express terms of this Agreement, the Constitution and laws of the State of Illinois, and the Constitution and laws of the United States. Neither the Board nor its agents will establish policies or regulations arbitrarily or capriciously.

## **VI. GRIEVANCE POLICY AND PROCEDURE**

A grievance shall be filed by an employee or the Union if the employee or Union alleges a violation of this Agreement and/or District Policies 

An alleged grievance shall be processed in the following manner unless, due to the organization and/or operational structure of the District, the parties, by mutual agreement, advance the grievance to a more appropriate step in the process:

- 1) The employee shall discuss his or her complaint with the Union steward. The steward shall study the complaint and determine whether it has merit as a grievance.
- 2) If the steward or the Union's Grievance Committee determines that the complaint has merit as a grievance, then the grievance shall be put in writing and submitted to the appropriate supervisor, based on the nature of the grievance as defined below:
  - a. Building administrator responsible for Teacher Assistants,
  - b. Principal and/or Director of Special Education,
  - c. Superintendent or designee,
  - d. Board of Education.
- 3) A grievance must be put in writing and submitted to the appropriate level supervisor within fifteen (15) calendar days from the day the employee knew or reasonably should have known of the alleged violation of this Agreement. For the purpose of a grievance regarding a suspension or termination, the grievance must be submitted to the Superintendent or designee.

To carry a grievance forward, notice must be given at the next level within fifteen (15) calendar days of receipt of the response from the preceding level.

- 4) Each level of authority in the District's Administration shall meet with the grievant and representatives of the Union and answer the grievance in writing within fifteen calendar days of the notice of appeal. At any stage of the grievance procedure, the union may negotiate and accept a settlement of a grievance with the District's Administration.
- 5) All grievance meetings between the two parties shall be held during normal working hours, unless mutually agreed upon by both parties. All grievance responses shall be delivered during normal working hours.
- 6) Binding Arbitration. If the grievance is not resolved satisfactorily to the Union, within forty-five (45) calendar days of receipt by the Union of the Board's decision the Union shall file an appeal requesting binding arbitration if the Union seeks to appeal the decision.

Within five (5) calendar days following the Union's written appeal of the Board's decision, the Superintendent and the president of the Union, or their

designees, shall jointly request the Federal Mediation and Conciliation Services to provide a list of five arbitrators. The party requesting arbitration shall strike the first two names; the other party shall then strike two names.

The person remaining shall be the arbitrator. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

In this selection procedure, the rules established by the Federal Mediation and Conciliation Services shall apply.

The arbitrator shall have no authority to add to, delete from, or change the terms of this agreement.

If the Union or the employee takes up the grievance or engages in arbitration during work hours, the employee shall not be paid for lost time unless the Union and the Superintendent, or the Superintendent's designee, agree that the nature of the grievance requires prompt attention. If, however, the grievance is taken up during working hours at the request of the Board or the administration, the employee(s) involved in the grievance, including witnesses, shall suffer no loss in salary. If the arbitrator holds hearings during working hours, the aggrieved shall be entitled to attend all hearings with no loss of pay. Any additional members of the bargaining unit whose presence is required by the Union shall attend the grievance hearing at no cost to the board.

- 7) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issues submitted.

The fees and expenses of the arbitrator and the cost of the written transcript, if any, shall be divided equally between the Union and the Board provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award that is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law.

Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Board, the Union and the employees covered by this Agreement.

## **VII. WORKING CONDITIONS**

### **7.1 Lockers**

The District shall provide all teaching assistants with means to individually secure their personal property.

### **7.2 Duty Free Lunch**

Employees will receive a duty free lunch break of thirty minutes.

### **7.3 Break**

Each full time staff member shall be entitled to one twenty (20) minute break per day, which will be determined by the supervisor.

### **7.4 Work Day**

The normal working hours shall be between the hours of 6:45 a.m. and 5:30 p.m., unless a need for such a change in working hours is deemed necessary for an individual employee as demonstrated by the administration for a particular student and/or students due to an IEP or 504 Plan. On Institute Days, Final Exam Days and other early dismissal days designated by the District, employees will follow the dismissal schedule established by the District at the beginning of each school year. The immediate supervisor and the building principal must approve any extra work hours, including overtime, in advance.

Such approval includes any work that will be completed after normal working hours outside of the school building, including at the employee's home.

### **7.5 Overtime**

Overtime work will be paid at one and one-half (1 ½) times the regular hourly rate. Such rate will be paid for all hours worked after forty (40) in one week or after 8 (eight) in one day. A non-paid absence (docked day) is not considered as hours worked in computing overtime. Daily and weekly overtime will not be paid for the same hours worked.

All work performed on observed holidays employees will be paid at one and one-half (1½) times the regular hourly rate.



## 7.6 Clock In and Clock Out

All employees must clock in and out at a location predetermined by their supervisor when arriving and leaving work. Individuals who are required to leave the building to which the employee is assigned prior to the end of his/her assigned school day as part of his/her regular assignment shall not be required to return to the building to clock out. Such individuals will coordinate the maintenance of the employee's end-of-day time with his/her supervisor.

## 7.7 Working Weekend/Evening Activities

The District agrees that all bargaining unit members shall be offered the opportunity to sign up to work evening and weekend activities as chaperones and in other capacities on the same basis as other District employees (except for evening and weekend security work designated as such by the administration) and at the compensation established in the collective bargaining agreement covering certified teachers. If an employee that has signed the volunteer list refuses the opportunity to work a weekend/evening event, it shall be recorded and considered as having worked for the purpose of equalization of weekend/evening work opportunities. If an employee refuses to work such weekend/evening opportunities three (3) times within the fiscal year, the employee will be removed from the volunteer list for the remainder of the fiscal year. A copy of the volunteer list will be given to the Chapter President no later than two (2) weeks after the beginning of each semester.

## 7.8 IEP Plans

Each school year, for the duration of this contract only, the District shall hold a meeting during teacher institute day preceding the start of classes in order to inform teaching assistants about the individualized education plan's (IEP's) for the students they are assigned. All special education teaching assistants are required to attend this meeting; however, they shall not be required to attend while on their break or lunch period.

Special Education teaching assistants will continue to review the Individual Education Plans of the students to which they are assigned throughout the school year. This review shall occur at times when a teaching assistant does not have responsibility for students. If clarification of a student's Individual Education Plan is needed, the teaching assistant may request a review meeting with a Special Education Administrator.





## 7.9 One-on-One Aide Additional Compensation

All one-on-one aides will be compensated at a rate of \$250.00 per semester for performing one or more of the following duties assigned below:

Assignment for the Semester Includes:

- (a) Changing a diaper;
- (b) Physically assisting a child with toileting activities;
- (c) Being responsible to regularly manually lift a student in or out of a wheelchair;
- (d) Assisting a child with showering activities;
- (e) Being scheduled to tube feed or operate another mechanical feeding device;
- (f) Work with students who cannot communicate verbally

The stipend will be paid at the end of each semester. Employees who do not perform the above duties for the entire semester shall be prorated on a monthly basis, rounding upward in thirty day increments (i.e. an employee who works 16 days will be paid \$70 dollars, worked 45 days will be paid two (2) months of pay, \$140 dollars, etc.). To be eligible for the one-on-one stipend an aide must work at least two (2) weeks performing the above listed duties.

## 7.10 Teaching Assistant Responsibilities in the Gym

Teaching assistants are not expected to participate in physical education classroom activities. Your responsibility in P.E. includes monitoring the students and helping the teacher if any student needs to be removed from the "actual" activity. Participating in a sport activity such as basketball or volleyball or any other sport activity is prohibited for reasons of safety.

## 7.11 Acting as Translator

Employees are required to act as translators for students normally assigned to the employee in all capacities. Employees who are not one-on-one aides may apply to act as a translator for the purpose of translating for any student and/or student's family, guardian and/or representative during Individual Education Plan Meetings, or any other meetings regarding the education, discipline or other issues relating to the performance, behavior and well-being of a student. The District shall have the right to determine the number

of employees on the official list of eligible translators and which of the eligible translators are chosen to translate for the meetings described above. Any eligible employee who is chosen to translate from the eligible list of translators shall receive a stipend of \$300.00 per semester.

#### 7.12 Summer Translator

Employees are required to act as translators for students normally assigned to the employee during the summer semester. Employees who are not one-on-one aides may apply to act as a translator for the summer semester for a stipend of \$150.00.

The administration reserves the right to determine the number of translators which are needed. Selection of a translator will be based upon the employee's ability to translate the specific foreign language to English and vice-versa.

#### 7.13 Job Coaching Stipend

Employees assigned as job coaches who supervise two or more students in off campus activities without a certified staff member present on a regular basis (performing this work for 9 weeks or more counts as a semester) will receive a stipend of \$300.00 per semester. The stipend will be paid at the end of each semester

#### 7.14 Tardiness

Teaching assistant employees shall report to work in a timely manner each school day. No grace period shall be given with regard to tardiness. If a teaching assistant employee reports to his/her assignment in excess of seven (7) minutes after reporting time, the teaching assistant employee shall be docked a quarter (0.25) hour of pay or the amount of time the employee is actually tardy. If a teaching assistant employee has three (3) or more violations of the tardy policy during a school year, additional violations shall be cause for additional docking of the teaching assistant employee's pay and other disciplinary action as determined by Article XXIV (Discipline).

#### 7.15 Professional Attire

The District and the Union agree Teaching Assistants will dress in a professional manner. Dress shall be "business casual" or a manner appropriate to the assignment.

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7.16 Safety

A committee shall be formed at the beginning of each school year to review and make recommendations regarding the necessary equipment and procedures for teaching assistants to aid in accommodating students with Individual Education Program (IEPs).

The committee shall consist of two (2) teaching assistants (as selected by the union leadership), a special education administrator and the Superintendent or Designee. The committee shall meet once per semester.

7.17 Assisted Services Placement

Teacher Assistants who work in ASP with severe and profoundly physically and/or mentally disabled students shall receive a one hundred (\$100.00) dollar stipend each semester.

**VIII. VACANCIES**

8.1 Definitions of Vacancies

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

8.2 Transfers, Job Bidding and Posting

Prior to the posting of a position, the District may fill any vacancy through unilateral transfer of bargaining unit employees who are qualified to perform the work, as determined by the District.

When permanent vacancies occur or new positions are created and no unilateral transfer occurs, the job shall be posted for a minimum of five (5) working days so that all employees in the unit have an opportunity to become aware of the opening. The District will also post vacancies for any extra work assignments that are not part of a current teaching assistant's regular assignment. The District agrees to fill the position as soon as practicable.

Where qualifications of two or more applicants for the posted position are equal, seniority shall prevail. All current employees who are deemed to be qualified by the District for a posted position and who apply for that posted position will be granted an interview.

Notice of all extracurricular activities available to all District employees shall be sent electronically to all employees. The opportunity to work an extracurricular event will be offered to all employees who signed up for the

event on a rotating basis for each extracurricular activity type, except when those positions require special skills or qualifications, or are related to an employee's full-time position.

### 8.3 Special Education Summer Hiring

The number of teaching assistants required for special education summer school will be determined by student enrollment and the legal requirements for special education. The needs of children will be the first priority in filling the summer school position(s).

When assigning teaching assistants for special education summer school the following guidelines, which are listed in the order of priority, will govern the assignments:

Teaching assistants who are needed because of IEP requirements.

Teaching assistants will be listed in seniority order and the most senior teaching assistant will be offered summer school positions first. Once offered the opportunity to work summer school hours, the employee will drop to the bottom of the seniority list.

The summer school list will be continued from year to year until all aides have been given an opportunity to work during the summer. New hires will be added to the bottom of the list. If a person refuses his/her opportunity for summer employment, he/she will maintain their position in the rotation. However, he/she will not be eligible for summer employment until all other eligible employees have been offered the opportunity to work.

### 8.4 District-Wide Vacancies

When the District has a vacancy or newly created position outside of the Teacher Assistant classification, the vacancy and/or newly created position shall be posted electronically.

## IX. SICK DAYS

### 9.1 Paid Sick Days

Full time employees shall be entitled to ten (10) paid sick days per year.

IMRF eligible part-time employees shall be entitled to ten (10) paid sick days per year. The 10-day sick leave entitlement will be prorated for part-time employees based upon the amount of time they are scheduled to work during a 180-day work year.

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Employees shall be allowed to accumulate sick leave to 180 days to be used for sick leave purposes only; sick leave may be accumulated beyond 180 days for purposes of pension credit with I.M.RF and/or for payment at time of retirement.

## 9.2 Illness Notification

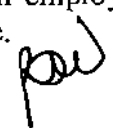
An employee who is unable to report to work due to illness shall be responsible for submitting his or her absence via the approved District attendance reporting system at least one hour prior to their scheduled starting time, except in the case of an emergency. Failure to provide notification or absence as required shall result in docking of a full day's pay and may result in discipline.

## 9.3 Absence Due to Injury at Work

Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Board shall continue the employee's wages until worker's compensation payments begin but not for more than five (5) days.

## 9.4 Absence Records

The district will maintain records pertaining to an absence policy. An incidence of absence is defined as one day of nonattendance which invokes the use of a sick day or results in an unpaid absence, except for an approved Family Medical Leave or any other pre-approved leave of absence. In cases of absences of three (3) or more consecutive work days due to illness or injury, the District may require a physician's statement certifying that the employee's condition prevented him/her from appearing for work, and indicating that the employee is fit to return to full duty. If the District requires a physician's statement from an employee, the District will reimburse the employee for the employee's examination by the physician if the physician determines that the employee's condition prevented the employee from appearing for work, to the extent that the employee's examination is not covered by insurance. In such a circumstance, the District's obligation to reimburse the employee will only be limited to the cost of examination, not to any tests or procedures undertaken during, or as a result of, the examination. Abuse of sick leave may be evidenced by (1) patterns of sick leave use, (2) an employee that exceeds the number of incidents of absence permitted in Article 9.1 in a given work year or (3) an employee who uses sick leave for purposes other than that permitted by law. If an employee abuses his/her sick leave, the employee may be subject to disciplinary procedures which can include discharge. Any such discipline shall be governed by Article 24 of this Agreement, unless an employee demonstrates that the absence occurred for a legitimate purpose.



## 9.5 Sick Leave Bank

The Union shall maintain a sick leave bank for members who, as a consequence of a prolonged illness or hospitalization and recovery, have exhausted their accumulated sick leave. The Union Sick Leave Bank is subject to the following guidelines:

1. All bargaining unit members will be eligible to participate in the sick leave bank after the second year of continuous service.
2. The Union Sick Leave Bank Committee will administer the sick leave bank. The committee will be composed of the Union Chapter President or designee, the Union Chapter Vice-President or designee, two (2) teacher assistants appointed by the Union Representative, and the Superintendent, or designee. The Superintendent or designee may not participate in a vote on the dispersal of days from the bank.
3. Each bargaining unit member shall contribute one (1) sick day to the sick leave bank at the beginning of their third year of service regardless of balance in the sick bank. If on July 1 of any given year the sick leave bank has a balance of at least 350 days, contributions will not be required from the remaining eligible employees. When the sick leave bank balance reaches three hundred (300) days, every eligible Union member will contribute one (1) day to the sick leave bank for that school year.
4. No Union member will be able to withdraw days from the sick leave bank until their own accrued sick days and personal days, have been depleted and a request has been presented to the Union Sick Leave Bank Committee for sick leave bank withdrawal accompanied by a doctor's written verification of the member's medical condition.
5. Each eligible bargaining unit member may be allowed to withdraw from the sick leave bank a maximum of fifty (50) working days in any one school year, or enough school days to complete the school year, whichever is less. Sick leave bank days may not be used from one school year to the next for the same illness unless the member has returned to work for one full semester.
6. Each bargaining unit member may use as many as fifty (50) sick leave bank days over a revolving twelve (12) month period.
7. A bargaining unit member whose application for sick leave bank days is denied, may appeal the committee's decision to the Union

Sick Leave Bank Committee. The decision of the Union Sick Leave Bank Committee shall be final.

8. The Union shall maintain the records of the Sick Leave Bank account. The Union shall immediately provide a written report to the Human Resources Department upon issuance of sick leave bank days to a Union employee. For purposes of reconciliation, the Human Resources Department shall issue a written report of sick leave bank activity and sick leave bank days remaining to the Union Chapter President or designee on a quarterly basis. The Union is responsible for rectifying any discrepancies between the District records and the Union records.

## **X. LEAVES**

### **10.1 Bereavement Leave**

Five (5) days will be allowed for the death of a spouse or domestic partner (as defined by law), sibling (brother/sister), parent, parent-in-law, step-parent (Stepmother and/or father will be defined as individuals whom are legally married to a natural parent and served in a parent-child relationship to the employee), child, or stepchild.

Three (3) days will be allowed for the death of a grandparent, grandchild, or anyone living on a permanent basis in the immediate household. If a funeral is a minimum of 500 miles away, employees may be granted five (5) paid days of bereavement leave. Requests must be submitted and approved by the Human Resources Office.

Absence for approved bereavement will not be deducted from an employee's accumulated sick leave. In the event of an extenuating circumstance, the Superintendent may, at his discretion and without precedential effect, grant additional bereavement leave. Sick days may also be used for additional bereavement of individuals listed in this section.

Requests must be submitted electronically via approved District attendance reporting system.

### **10.2 Family Medical Leave Act (FMLA)/Maternity Leave**

- A. The Board of Education agrees to adhere to all provision so of the Family Medical Leave Act including the following provisions:

An employee may be eligible to take up to 12-weeks of unpaid leave which will run concurrently with sick days if sick days are available.

If it runs concurrently with sick days the employee will be paid for the number of sick days the employee has available.

In some circumstances FMLA may be taken on an intermittent basis.

The District will maintain the employer's share of insurance for the length of the FMLA Leave. The employee's insurance coverage remains unchanged during an FMLA leave period. The employee will be billed on a monthly basis for his or her coverage.

- B. A member who has entered his/her third year of service, but who is not eligible for Family Medical Leave pursuant to the Act or eligibility requirements identified in Section 10.2(A) shall be entitled to a Leave of Absence for Maternity and/or Child Rearing ("Leave") purposes in accordance with the terms as provided in Section 10.2(A). Any Leave taken in accordance with Section 10.2(B) cannot be used on an intermittent basis.

## **XI. PERSONAL DAYS**

Full time staff, after one full year of service, may be granted up to two (2) personal days each full school year. Part-time IMRF eligible employees will receive one (1) personal day per school year. If completion of the first year occurs between July 1 and November 30, the employee shall be given two (2) full days personal leave for that school year; if between December 1 and February 28, one (1) full day personal leave for that school year; and if after February 28, no personal leave days shall be granted for that school year.

Personal days shall not exceed two (2) days each fiscal year, except as approved by the Board, and shall accumulate sick days if not used.

Personal days shall be approved for:

- (a) Wedding in the immediate family;
- (b) Court attendance;
- (c) Conference other than for school purposes;
- (d) Moving; and
- (e) Personal business.

Personal days, in all cases except unforeseen emergency, require at least two (2) days advance notice be submitted via the approved District attendance reporting system. Personal business days are not to be used immediately before or after a holiday, vacation period, or during the first or last week of the school year. All personal days must be approved prior to use.





An emergency is an unforeseen circumstance directly affecting the employee or members of his/her household or endangering the employee's residence which required immediate action. In the event of emergency, when personal days have been exhausted, the Superintendent may allow an additional personal day which shall reduce accumulated sick leave.

Any employee who maintains perfect attendance during his/her work year will be provided one (1) additional sick day for the following year. An employee will have perfect attendance so long as he/she does not utilize any sick leave from July 1<sup>st</sup> through June 30<sup>th</sup> of the work year. Bereavement leave, jury duty, authorized Union leave and military leave shall not disqualify an employee from the benefit provided in this section.

## **XII. HOLIDAYS**

Bargaining unit employees shall have the following days off with no loss of pay.

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Casmir Pulaski Day  
Spring Holiday (must be either Monday or Friday)  
Memorial Day  
Fourth of July

If other bargaining units agree to change the date on which a holiday is observed, the Union will agree to the change. Nothing in this paragraph changes the number of holidays previously listed in the contract.

## **XIII. JURY DUTY**

Absence because of service on jury duty shall result in no loss of salary so long as the employee submits a copy/copies of the check(s) within five (5) days of receipt by the employee to the Business Office.

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## **XIV. TRAINING**

### **14.1 In-Service Training**

The administration may provide, as deemed appropriate, at least two (2) days of in-service training for members of the bargaining unit. Such training sessions shall, whenever possible, be scheduled during regular working hours and the employees shall be paid their regular rate of pay for all hours spent in such sessions. In addition, all bargaining unit members shall continue mandatory professional growth in accordance with the Illinois State School Code.

A committee of four (4) union members and two (2) administrators will meet once each semester to recommend future topics for In-Service Training.

### **14.2 Tuition Reimbursement**

The Board agrees to reimburse staff for the cost of tuition up to a maximum of \$350 per fiscal year for those courses which are related to developing or improving specific job skills. To be eligible for reimbursement, courses must be pre-approved by the Superintendent or his/her designee and the applicant must provide evidence of successful completion of the course with a passing grade.

### **14.3 Education Stipend**

Any member of the bargaining unit who has attained a degree from any accredited College or University shall receive a yearly stipend to be paid at the end of first semester as follows:

- a. Bachelor's Degree: \$500.00
- b. Master's Degree: \$750.00

## **XV. FRINGE BENEFITS**

### **15.1 Life Insurance**

The Board agrees to provide each employee, after one (1) year of service at Morton, term life insurance and accidental death and dismemberment insurance in an amount equal to one times their base salary rounded to the nearest \$1,000 with a minimum of \$35,000. Upon the attainment of age sixty-six (66) the face value of the policy is reduced thirty-five (35) percent to age seventy (70), and fifty (50) percent at age seventy. All life insurance

is terminated on the final day of employment at Morton or after one (1) year on disability.

All employees shall be given the opportunity to purchase additional amounts of insurance on a payroll deduction plan.

## 15.2 Disability Insurance

Disability Insurance will be provided by IMRF when an employee has worked for 12 consecutive months and has contributed into IMRF.

## 15.3 Medical Insurance

### A. Major Medical Hospitalization

1. The Board will provide hospitalization, medical, and major medical coverage for the staff as follows:
  - a. 100 percent payment for single plan coverage
  - b. Ninety-two percent (92%) payment of premium for PPO family insurance plan coverage or HMO family insurance plan coverage.
  - c. There will be no preexisting condition restrictions for new employees.
  - d. The employee's out of pocket expense is limited to \$10.00 per generic prescription and \$20.00 per name brand prescription.

This coverage is to include:

Comprehensive PPO hospital benefits: common semi-private room allowance (C.S.P.), in- and out-patient diagnostic services, and pre-admission services and \$250 deductible per day for up to three (3) days for each inpatient hospital admission to a maximum of \$1,500 annually for an individual covered under PPO.

Any emergency room visit by an individual covered under either plan, PPO and HMO, shall require a payment of \$100 per visit.

Surgical benefits: Payment of all the usual and customary charges, and in- and out-patient diagnostic services.

Maximum employee out of pocket expense of \$1,250; \$250 calendar year deductible per person (maximum three deductibles per family per year); 100% co-insurance for hospital; 80% co-insurance for medical and surgical.

Non-PPO hospital benefits are reduced by 20% and a higher out of pocket expense will apply.

All claims shall be subject to the right of reimbursement.

If an employee dies, the spouse will be provided family plan coverage with Morton's health carrier, at no cost to the Board, for one year.

Any change in health insurance carrier requires that the coverage remains equivalent. The Union will be consulted prior to bid acceptance to verify that coverage remains equivalent.

#### 15.4 Dental Insurance

The Board will provide dental benefit coverage as follows:

100% payment for single plan coverage.

100% payment for family plan coverage less \$5.00 per month employee contribution.

The terms of this coverage shall be as follows:

Deductible.....	\$25
Maximum per year.....	\$750
Preventative (no deductible).....	100%
Primary.....	80%
Major .....	50%
Ortho maximum .....	\$500

#### 15.5 Termination of Coverage

Insurance coverage described above terminates as follows:



- (a) On the last day of the month during which employment terminates.
- (b) In the event of death while insured the insurance on dependents will be continued for a period of ninety (90) days or until the spouse remarries, whichever occurs first.
- (c) In the event of disability and the employee has applied for and has been granted disability status under the terms of the Illinois Municipal Retirement Fund, the employee will be permitted to retain coverage under the basic hospital plan as follows:
  - (1) The employee pays the monthly premium to the Board starting the first day of the month following granting of disability status by I.M.R.F.
  - (2) The employee will be eligible to continue this coverage for a period of twelve (12) months.

#### 15.6 Continued Coverage upon Retirement

Upon retirement, as per the IMRF guidelines, the employee who is not eligible for the District's retirement plan will be permitted to continue his/her coverage in the group plan as follows:

- (a) The employee pays the monthly premium to the Board;
- (b) The employee is not otherwise gainfully employed;
- (c) Insurance terminates at age sixty-five (65); and
- (d) Insurance shall be coordinated with any Medicare benefits for which the employee may be eligible.

## **XVI. PICK UP OF EMPLOYEE CONTRIBUTION TO IMRF**

All employees working at least 600 hours in a school year will be obligated to become a member of the Illinois Municipal Retirement System. The District will pick-up and pay four and one-half percent (4½%) of the employee's earned compensation to IMRF.

It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. Employees shall have no right or claim to the amount so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

The Union and each employee will indemnify and hold harmless the Board, its members, its agents and its employees from any and all claims, demands, actions,

complaints, suits or other liability by reason of a faithful payment of contributions to the Illinois Municipal Retirement Fund pursuant to the provisions of this Section. No claim, demand, action or suit asserting liability of the Board and/or the Union shall be settled or compromised in any manner without the express written consent of both parties.

If it is hereinafter determined that the Board's pick-up and payment of the aforementioned employee contributions to the Illinois Municipal Retirement Fund is void or unenforceable as a result of any lay, court decision, and/or federal or state administration action, the parties shall promptly meet for the specific purpose of negotiating a lawful substitute for the provision found to be void or unenforceable.

#### **XVII. MILEAGE REIMBURSEMENT**

The Board shall reimburse staff for use of their personal automobiles while on approved school business at the rate allowed by the IRS.

#### **XVIII. BULLETIN BOARD**

The Principal in each building shall provide Bulletin Board space for the Union

#### **XIX. ADMINISTRATIVE HANDBOOK**

Each member of the bargaining unit will have access to the Administrative Staff Handbook which shall be updated annually. The District will send the Union Chapter President electronic updates of changes to the Administrative Staff Handbook.

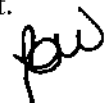
#### **XX. ASSIGNMENTS**

Each member of the bargaining unit shall receive their tentative assignment prior to the opening of school. Scheduled assignments shall always be subject to change to accommodate the District's needs. However, should the District change an employee's assignment, the employee shall have the right to apply for any other open posted position.

#### **XXI. PERSONNEL FILE**

##### **21.1 Access**

Upon reasonable request, each employee shall have access to his/her personnel file and all other records affecting his/her employment.



21.2 Material for Files

No material relative to an employee's conduct, service, or personality shall be placed in the official file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she had read the materials by affixing his/her signature on the copy to be filed, with the understanding that such signature merely indicates that he/she has read its contents. If he/she refuses to sign a copy for filing, such shall be noted.

21.3 Employee Right to Respond

The employee shall have the right to answer any material filed, and the employees' answer shall be attached to the file copy. A copy of the employee's answer shall be provided to the person originating the material that is filed.

21.4 Personnel Records Act

Consistent with the provisions of the Personnel Records Act, the employee shall be permitted to reproduce any material in the employee's official file. The contents of these official files may not be removed from the office, and the employee shall arrange with the Superintendent or his/her designee for reproduction of desired materials.

21.5 Employee Materials for Personnel

The Administration shall allow an employee to place in that employee's official personnel file, material relevant to service or qualifications at the discretion of the building principal and/or Superintendent or his/her designee.

21.6 Letters of Reprimand

Letters of reprimand may be requested to be removed from an employee's file after a period of two years when:

- (a) The behavior reprimanded has not recurred,
- (b) The behavior does not conflict with statutory reporting requirements relating to child welfare, child negligence, or indecent/immoral behavior, and
- (c) The letter does not include a reference to a criminal offense.

After the time period noted above, an employee that seeks to have his/her letter of reprimand removed from the employee's personnel file must make

such a request, in writing, through the Human Resources Office. The District will notify the employee in writing of the decision regarding the request to remove a letter of reprimand from the employee's personnel file within thirty (30) days. In no event will a letter of reprimand remain in an employee's personnel file after a period of four (4) years if such a request is made in writing by the employee.

## **XXII. EVALUATION**

### **22.1 Employee Evaluation**

The Board of Education or its designee shall have the right to evaluate each non-probationary employee at least once every two (2) years. If an employee has received a written reprimand for poor work performance, he/she may be evaluated more frequently for a period of up to twelve months from the date of the reprimand.

### **22.2 Remediation**

The remediation period shall be for sixty workdays. It may be extended for an additional sixty (60) workdays by the district in cases where the district believes an extension is warranted. Upon being placed in remediation status, an employee will be advised of the areas where serious performance problems exist and the specific improvements that are necessary in order to meet the district's expectations. The employee's supervisor and the employee will meet to review the employee's progress after 20 workdays, 40 workdays, and 60 workdays, or more frequently if necessary. The employee shall have the right to have a union representative present in any meetings held regarding his/her remediation.

Successful completion of the remediation period will result in an updated evaluation that documents the employee's improvement.

Failure to successfully complete the remediation period will result in termination. This shall not be construed to interfere with the right of the district to discipline an employee for just cause.

### **22.3 Evaluation Form**

An evaluation instrument mutually agreeable to the Board and the Union is an appendix to this contract. Revisions can be made by mutual agreement of both parties. The evaluation form used shall provide for a personal discussion between the evaluator and employee relative to the employee's evaluation prior to its being placed in the employee's file. The employee, if



he/she wishes, may submit a response to the evaluation, in writing, to be placed in their personnel file.

#### 22.4 Scheduled Conference

Evaluations shall be reduced to writing and a conference scheduled with the employee to present and discuss the evaluation. If the employee disagrees with the evaluation or wishes to respond to it, he/she may submit a written response which shall be attached to the file copy of the evaluation. If a supervisor believes an employee is doing unsatisfactory work, they shall state the reasons and recommendation for remediation.

#### 22.5 Evaluation Rating

An employee evaluation rating shall not be subject to the grievance procedure.

### **XXIII. NO STRIKE PROVISION**

During the term of this Agreement, employees shall provide continuous full and uninterrupted service to the Board in accordance with the school calendar adopted by the Board. Accordingly, during the term of this Agreement, neither the Union, nor any of the employees it represents will instigate, promote, sponsor, or participate in any strike, sympathy strike, or picketing which interrupts the operation of the District, or any other intentional interruption of the operations of the District.

### **XXIV. DISCIPLINE**

#### 24.1 Right to Discipline

The Board of Education shall have the right and duty to discipline members of the bargaining unit for acts of insubordination and/or misconduct.

#### 24.2 Insubordination

Insubordination shall include any willful refusal to follow an order, direction, regulation or policy of the Board of Education or of any person who has the responsibility to supervise the employee.

#### 24.3 Misconduct

Misconduct shall include:

- (a) Any act or failure to act which causes, or may reasonably lead the Board of Education or the administration to forecast disruption or interference with the educational process or the rights of others;
- (b) Any act or failure to act occurring during the course of any employee's duties which jeopardizes the health, safety and welfare of any person, student, parent or school employee;
- (c) Any act which constitutes immoral conduct;
- (d) Any act or failure to act which constitutes a violation or an attempt to violate any federal and state law or regulation or municipal ordinance and which impacts on the employee's ability to function effectively as an employee; or
- (e) Failure to follow the provisions of the contract.

#### 24.4 Just Cause Discipline

EXCEPT for serious offenses that warrant immediate suspension or termination, the Board agrees to the concept of progressive discipline for just cause.

Upon a first offense, officials shall enter a letter of reprimand in the employee's official file. All rules and procedures for inserting letters pertaining to service included in this Agreement shall apply.

Upon repetition of the same or commission of similar offense, officials shall assess a unpaid three-day suspension against the employee.

Subsequent repetition of the same or commission of similar offense shall result in either termination or a lengthy unpaid suspension whichever the Board considers appropriate in the circumstances.

#### 24.5 Disciplinary Conference

When an administrator calls a conference with an employee, which might lead directly to dismissal or possible disciplinary action against the employee, the following provisions shall be applicable:

The employee shall be informed in advance as to the purpose for the conference and will be given sufficient time to secure a union representative to attend the conference. Once the conference is held the employee has the right to request any charges be given to him/her in writing.

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The employee has the right to be accompanied by one (1) representative at the conference.

The administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.

If, after a disciplinary conference, an administrator takes disciplinary action against the employee, the administrator shall provide the employee with written notification of the reason for the action.

In no instance shall disciplinary action be taken against an employee later than thirty (30) days after the conduct giving rise to the action or in the following thirty (30) days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of unremediated instances on the part of the employee, in no event shall notification be provided later than thirty (30) days after observation of the last instance.

Any disciplinary action taken against an employee shall be subject to the grievance procedure of this Agreement.

## **XXV. LOSS OF SENIORITY & JOB RIGHTS**

An employee shall cease to have Seniority/Job Rights in District 201 under any of the following circumstances:

- (a) Resignation;
- (b) Dismissal for Cause;
- (c) Retirement;
- (d) Being on layoff for a period of time equal to seniority at the time of layoff or for one (1) year whichever is less; and
- (e) Employment in a position excluded from the bargaining unit for a period greater than one (1) year.

## **XXVI. LAYOFF**

Layoff shall be defined as a reduction in the work force beyond normal attrition. If the District is considering a layoff/reduction of force, the District shall provide the Union and its Chapter President a thirty (30) day notice of the date on which the approval of such a

layoff/reduction in force shall be approved by the Board, the number of employees subject to the layoff/reduction in force and a list of employees with the seniority dates of the employees. In the event that a layoff is necessary, members of the bargaining unit shall be laid off in reverse order of seniority assuming the next senior person is qualified to fill the vacancy created by the layoff.

Employees shall be entitled to recall for a period of time until one (1) year from the first day of the school term following the effective date of the honorable dismissal. Employees who are honorably dismissed shall maintain a current address and phone number on file with the District office.

## **XXVII. PROBATIONARY PERIOD**

Each new employee will serve a probationary period of sixty (60) working days after starting employment. A probationary employee can be discharged without recourse to the grievance procedure. Performance records will be reviewed with probationary employees prior to the end of twenty (20) working days and again prior to the end of the probationary period.

At the end of this period, each employee either becomes part of the regular staff with seniority rights reverting to the date of hire or is terminated. Appropriate benefits will begin when a probationary employee becomes part of the regular staff.

An employee's probationary period may be extended thirty (30) working days, at the recommendation of the supervisor.

## **XXVIII. SUBSTITUTE TEACHING**

Employees covered by this Agreement who hold, and have on file in the District Office, teaching certification in the State of Illinois and who are instructional aides in the classroom under direct supervision of a certified teacher shall, when the teacher is absent, be given first opportunity to serve as the regular substitute teacher for that day/period at the then prevailing wage for substitute teachers. Assuming the teaching assistant is a salaried employee, the following calculation would be used:

### **EXAMPLE**

Per class rate (30 minutes or more)	\$25.00 (current teacher rate)
Teaching assistant wage	\$15.00 (current teacher aide wage)
Additional salary amount for subbing	\$10.00

Since the teaching assistants are paid a salary, in this case the difference of \$10.00 would be added to their salary for each period of subbing.

## **XXIX. ORIENTATION**

All newly hired staff shall be provided an orientation to their job before commencing their duties. This orientation shall be given by certified and/or supervisory personnel only. New assignments shall also require orientation to assure that the employee is familiar with his/her new assignment.

## **XXX. RETIREMENT**

### **30.1 Eligibility for Teaching Assistant Retirement Plan**

A regularly-employed member of the Teaching Assistant bargaining unit who is eligible for IMRF retirement, 55 years of age or older, and has fifteen (15) years of full-time service with the district may submit a letter of intent to retire to the Board prior to the end of the school term.

All applicants who apply for retirement shall be bound by their decision to participate. Retirees may be considered for substitution within the district, total of hours of work will not exceed the limits established by IMRF.

### **30.2 Computation of Retirement Pay**

For the purpose of computing retirement pay, an employee shall be credited with one (1) year of service on the anniversary date of his/her date of hire for each year of employment with the district.

Each employee that qualifies shall receive payment of \$275 for each year of recognized service at Morton.

### **30.3 Payment of Unused Sick Days**

At time of retirement employees may be paid Fifty-Five (\$55) dollars for each unused sick day accumulated to a maximum of \$10,000. The retiring employee shall submit any and all available sick days to IMRF for enhanced service credit prior to being paid for any unused sick days.

### **30.4 Retirement Exclusion**

Any retirement is contingent upon the retiree's retirement not resulting in District 201 responsibility for an employer penalty payment or any other payment obligation to IMRF.

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### **XXXI. MISCELLANEOUS**

The Superintendent or designee shall provide to the Union information of newly hired employees. Said information shall include their full name, department, and campus. The Superintendent or designee will also inform the Union when an employee under this contract, quits, or is terminated with appropriated dates. Also the Union president shall receive a copy of board agenda and minutes each month. This shall be provided electronically in a board recap of minutes.

### **XXXII. LABOR MANAGEMENT COMMITTEE**

At the request of either party, the Union representative and the Superintendent or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Union Representative may invite other Union bargaining unit members (not to exceed two) to attend such meetings. The Superintendent may invite other Board representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Employees scheduled to work will notify the Superintendent prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

### **XXXIII. ENTIRE AGREEMENT**

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 by this Agreement, including the impact of the Board's exercise of its right as set forth herein on wages, hours, or terms and conditions of employment, 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.

### **XXXIV. PAY SCHEDULE**

Beginning with initial date of employment, ten-month employees will have the option of receiving their pay on an equalized twenty-two or twenty-six pay schedule.

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## XXXV. SALARY SCHEDULE STEP & LANE

### 35.1 Prior Experience Credit

Service credit may be given at a rate of one (1) to three (3) years for prior related full-time experience. A maximum of three years of service may be given.

### 35.2 Related Work Experience

The Human Resource/Public Relations office will have the authority to determine whether or not a potential bargaining unit members' previous work experience is job related as referenced in the above paragraph.

AIDES: Full-time teaching assistant experience

### 35.3 Salary Schedule Placement

The provision of Sections 1 – 3 above will be applied to all bargaining unit members for placement on the salary schedule (see Appendix A).

### 35.4 Longevity

Employees will receive \$1,000 each year in longevity pay after completing one year at Step 21. After completing two years at Step 21, employees will receive \$1,500 each year in longevity pay.

**APPENDIX A**

**TEACHING ASSISTANTS**

**SALARY:**

2015-2016: \$0.40/hour/employee over previous year's hourly rate

2016-2017: \$0.45/ hour / employee over previous year's hourly rate

2017-2018: \$0.50 / hour / employee over previous year's hourly rate

Increase for 2015-2016 and 2016-2017 and 2017-2018 shall be placed on each cell, no money on the base/scale to filter through to steps. The salary grid shall be maintained for purposes of demonstrating the salary for each given school year only.

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**APPENDIX B**  
**Teacher Aides Salary Matrix 2015-2016**  
**Increase \$0.40 Per Hour**

Step	6.25	6.5	7.5	8	Hourly Rate
1	\$ 16,875	\$ 17,550	\$ 20,250	\$ 21,600	\$ 15.00
2	\$ 18,054	\$ 18,776	\$ 21,665	\$ 23,109	\$ 16.05
3	\$ 18,619	\$ 19,364	\$ 22,343	\$ 23,832	\$ 16.55
4	\$ 19,294	\$ 20,066	\$ 23,153	\$ 24,696	\$ 17.15
5	\$ 19,777	\$ 20,568	\$ 23,733	\$ 25,315	\$ 17.58
6	\$ 20,273	\$ 21,084	\$ 24,327	\$ 25,949	\$ 18.02
7	\$ 20,779	\$ 21,610	\$ 24,935	\$ 26,597	\$ 18.47
8	\$ 21,308	\$ 22,160	\$ 25,569	\$ 27,274	\$ 18.94
9	\$ 21,836	\$ 22,709	\$ 26,203	\$ 27,950	\$ 19.41
10	\$ 22,388	\$ 23,283	\$ 26,865	\$ 28,656	\$ 19.90
11	\$ 22,961	\$ 23,879	\$ 27,553	\$ 29,390	\$ 20.41
12	\$ 23,535	\$ 24,477	\$ 28,242	\$ 30,125	\$ 20.92
13	\$ 24,142	\$ 25,108	\$ 28,971	\$ 30,902	\$ 21.46
14	\$ 24,750	\$ 25,740	\$ 29,700	\$ 31,680	\$ 22.00
15	\$ 25,380	\$ 26,395	\$ 30,456	\$ 32,486	\$ 22.56
16	\$ 26,033	\$ 27,074	\$ 31,239	\$ 33,322	\$ 23.14
17	\$ 26,696	\$ 27,764	\$ 32,035	\$ 34,171	\$ 23.73
18	\$ 27,383	\$ 28,478	\$ 32,859	\$ 35,050	\$ 24.34
19	\$ 28,080	\$ 29,203	\$ 33,696	\$ 35,942	\$ 24.96
20	\$ 28,800	\$ 29,952	\$ 34,560	\$ 36,864	\$ 25.60
21	\$ 29,542	\$ 30,724	\$ 35,451	\$ 37,814	\$ 26.26

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**Teacher Aides Salary Matrix 2016-2017**  
**Increase \$0.45 Per Hour**

<b>Step</b>	<b>6.25</b>	<b>6.5</b>	<b>7.5</b>	<b>8</b>	<b>Hourly Rate</b>
1	\$16,875	\$17,550	\$20,250	\$21,600	\$15.00
2	\$17,381	\$18,077	\$20,858	\$22,248	\$15.45
3	\$18,560	\$19,303	\$22,272	\$23,757	\$16.50
4	\$19,125	\$19,890	\$22,950	\$24,480	\$17.00
5	\$19,800	\$20,592	\$23,760	\$25,344	\$17.60
6	\$20,284	\$21,095	\$24,340	\$25,963	\$18.03
7	\$20,779	\$21,610	\$24,935	\$26,597	\$18.47
8	\$21,285	\$22,137	\$25,542	\$27,245	\$18.92
9	\$21,814	\$22,687	\$26,177	\$27,922	\$19.39
10	\$22,342	\$23,236	\$26,811	\$28,598	\$19.86
11	\$22,894	\$23,810	\$27,473	\$29,304	\$20.35
12	\$23,467	\$24,406	\$28,161	\$30,038	\$20.86
13	\$24,041	\$25,003	\$28,850	\$30,773	\$21.37
14	\$24,648	\$25,634	\$29,578	\$31,550	\$21.91
15	\$25,256	\$26,267	\$30,308	\$32,328	\$22.45
16	\$25,886	\$26,921	\$31,063	\$33,134	\$23.01
17	\$26,539	\$27,601	\$31,847	\$33,970	\$23.59
18	27,202	\$28,290	\$32,643	\$34,819	\$24.18
19	\$27,889	\$29,005	\$33,467	\$35,698	\$24.79
20	\$28,586	\$29,729	\$34,303	\$36,590	\$25.41
21	\$29,306	\$30,479	\$35,168	\$37,512	\$26.05

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**Teacher Aides Salary Matrix 2017-2018**  
**Increase \$ 0.50 Per Hour**

<b>Step</b>	<b>6.25</b>	<b>6.5</b>	<b>7.5</b>	<b>8</b>	<b>Hourly Rate</b>
1	\$16,875	\$17,550	\$20,250	\$21,600	\$15.00
2	\$17,438	\$18,135	\$20,925	\$22,320	\$15.50
3	\$17,944	\$18,662	\$21,533	\$22,968	\$15.95
4	\$19,123	\$19,888	\$22,947	\$24,477	\$17.00
5	\$19,688	\$20,475	\$23,625	\$25,200	\$17.50
6	\$20,363	\$21,177	\$24,435	\$26,064	\$18.10
7	\$20,846	\$21,680	\$25,015	\$26,683	\$18.53
8	\$21,341	\$22,195	\$25,610	\$27,317	\$18.97
9	\$21,848	\$22,722	\$26,217	\$27,965	\$19.42
10	\$22,377	\$23,272	\$26,852	\$28,642	\$19.89
11	\$22,905	\$23,821	\$27,486	\$29,318	\$20.36
12	\$23,456	\$24,395	\$28,148	\$30,024	\$20.85
13	\$24,030	\$24,991	\$28,836	\$30,758	\$21.36
14	\$24,604	\$25,588	\$29,525	\$31,493	\$21.87
15	\$25,211	\$26,219	\$30,253	\$32,270	\$22.41
16	\$25,819	\$26,852	\$30,983	\$33,048	\$22.95
17	\$26,448	\$27,506	\$31,738	\$33,854	\$23.51
18	\$27,102	\$28,186	\$32,522	\$34,690	\$24.09
19	\$27,765	\$28,875	\$33,318	\$35,539	\$24.68
20	\$28,452	\$29,590	\$34,142	\$36,418	\$25.29
21	\$29,148	\$30,314	\$34,978	\$37,310	\$25.91

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## MEMORANDUM OF AGREEMENT

The parties agree that the only exception to NEW Section 30.5 (Retirement Exclusion) included in the successor collective bargaining agreement is that any monies paid pursuant to Section 30.2 (Retirement Pay) shall continue to be paid in accordance with the current practice regardless of whether an employer penalty payment or any other payment obligation to IMRF is required based upon the payment of Section 30.2 under the current practice.

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