



# 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, 2008 – June 30, 2012**

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.

/s/ Jeffry Pesek

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Jeffry Pesek, President  
Board of Education

/s/ Jessica Jaramillo-Flores

\_\_\_\_\_  
Jessica Jaramillo-Flores, Secretary  
Board of Education

\_\_\_\_\_, 2008  
Dated

**BOARD OF EDUCATION  
Negotiating Team**

G. Kopf, Asst. Supt. Finance  
M. DeBartolo, Attorney for District 201

\_\_\_\_\_  
Nancy Wegner, President  
Morton Teaching Assistants

/s/ Tim McDonald

\_\_\_\_\_  
Tim McDonald, Vice-President  
Local 73, SEIU-CTW

\_\_\_\_\_, 2008  
Dated

**MORTON COUNCIL TEACHERS UNION  
Negotiating Team**

N. Wegner, President  
Tim McDonald, Local 73, SEIU-CTW

**BOARD OF EDUCATION  
Members**

Jeffry Pesek, President  
Joseph Keating, Vice-President  
Jessica Jaramillo-Flores, Secretary  
Laura Martin-Salazar, Member  
Derek Dominick, Member  
Michael Inaquez, Member  
Max Flores, Member

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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 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 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.

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 employer'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 Unit Chair by October 1st each 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.

### **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**

### **6.1 Informal Complaint**

Definition: An informal complaint shall mean that an employee has raised an issue alleging unfair treatment or has called attention to a problem requiring resolution.

Employees must initiate informal complaints within five (5) calendar days of learning about the situation giving rise to the complaint.

Employees must submit their informal complaints to the administrator most immediately responsible for the area from which the problem arises.

Employees shall indicate in writing that they are invoking the complaint procedure.

Employees may bring into a complaint conference a representative of their choice.

Employees must submit their complaints to the informal complaint procedure before filing a formal grievance.

Complainants shall file, administrators shall receive, and both parties shall attempt a resolution of complaints in good faith.

Administrators shall inform the complainant of their decision, in writing, within five (5) calendar days of the complaint hearing.

## 6.2 Formal Grievance

A grievance is defined as an alleged violation of this Agreement.

It is understood that until the employee, together with the Union, specifies that the problem raised is a grievance, the matter at issue remains a complaint only and shall be handled at the Supervisory level.

An alleged grievance shall be processed in the following manner:

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.

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 aggrieved employee's administrator most immediately responsible for the area from which the problem/complaint arises.

A grievance must be put in writing and submitted to the administrator most immediately responsible for the area from which the problem/complaint arises within fifteen (15) calendar days from the day the employee receives the administrator's written response to the informal complaint.

The administrator most immediately responsible for the area from which the problem/complaint arises shall answer the grievance in writing within fifteen (15) calendar days. If the Union is not satisfied with the response of the administrator most immediately responsible for the area from which the problem/complaint arises, the grievance shall be submitted to the next level in the following order:

The Director of Special Education, Assistant Principal or Principal;  
Superintendent or designee;  
Board of Education; and  
Arbitration.

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.

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.

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.

Binding Arbitration. If the grievance is not resolved satisfactorily to the Union, within fifteen (15) calendar days of the hearing before the Board there shall be available a level of binding arbitration.

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 Service or the American Arbitration Association 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 American Arbitration Association 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.

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 have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. 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 Duty Free Lunch**

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

### **7.2 Break**

Each full time staff member shall be entitled to one twenty (20) minute break per day.

### **7.3 Work Day**

The normal working hours shall be between the hours of 7:00 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.

#### 7.4 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.

#### 7.5 Sign In and Out

All employees must sign in and out (with initials) at a location predetermined by their supervisor when arriving and leaving work. In the event the employee arrives after the assigned starting time or earlier than the assigned time to depart, the employee must indicate in writing the actual arrival of exiting time.

#### 7.6 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.

#### 7.7 IEP Plans

Special Education teaching assistants review the Individual Education Plans of the students to which they are assigned for 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.

#### 7.8 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 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) Being scheduled to assist the student with communication that requires sign language or a mechanical device;
- (g) Assisting in implementing a student's behavior management plan;
- (h) Be scheduled to attend classes with and take notes for a student enrolled in Special Education;
- (i) Being scheduled to assist a student in the completion of homework or work required for an individual class;
- (j) Being assigned to assist a student for the entire day; and
- (k) Acting as liaison between the school and parents concerning written and verbal related correspondence about homework
- (l) Work with students who cannot communicate verbally

The stipend will be paid at the end of each semester.

#### 7.9 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.

#### 7.10 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.

#### 7.11 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.

#### 7.12 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

#### 7.13 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 eight (8) minutes after reporting time, the teaching assistant employee shall be docked a quarter (0.25) hour of pay. If a teaching assistant employee has three (3) or more violations of the tardy policy during an evaluation period, 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).

7.14 Professional Attire

The District and the Union agree teachers will dress in a professional manner. Dress shall be “business casual” or a manner appropriate to the assignment. Blue jeans which are not torn nor faded are permitted on Fridays and spirit days.

**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

When permanent vacancies occur or new positions are created, 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.

For positions that have fewer than seven work hours per day, the District may fill the vacancy through unilateral transfer of bargaining unit employees who are qualified to perform the work, as determined by the District.

For positions with seven or more work hours per day and positions with fewer than seven hours that the District elects to post, where qualifications of two or more applicants for the posted position are relatively equal, seniority shall prevail. All current employees who apply for a posted position will be granted an interview.

The successful bidder for an opening shall serve a qualifying period of thirty (30) working days, if unable to qualify during that time, (by mutual consent the qualifying period may be extended) she shall be returned to her former job. The employee shall receive the new rate of pay during the qualifying period.

Employees who are denied transfers may request to have a hearing with the Superintendent to discuss their denial and the Superintendent shall make a determination on the matter.

### 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.

A One-on-one Aide assigned to a student during the school year will have first priority to be the aide for that student if the student attends summer school and needs an aide.

If the number of special education aides who applied to work summer school is insufficient based on criteria listed in Items 1 and 2 of this section, then the positions will open to teaching assistants who have previously (current school year) worked with the children enrolling in summer school. These teaching assistants will be listed in seniority order and the most senior teaching assistant will be offered the position first.

If enough teaching assistants are not hired by using Items 1, 2 and 3 in this section, then the summer school positions will be offered on a seniority basis to any other Special Education Teaching Assistant.

The 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.

## **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.

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 calling the attendance line 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 days pay. If an employee calls in sick on a scheduled one-half (½) day, only one-half (½) day will be deducted from their sick time.

## 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 ten (10) days.

## 9.4 Absence Records

The district will maintain records pertaining to an absence policy. An incidence of absence is defined as one or more consecutive days of nonattendance which invoke the use of a sick day or result in a non-pay absence. If an employee exceeds 10 incidents of absence in a given work year, the employee may be subject to disciplinary procedures which can include discharge.

## 9.5 Sick Bank

A sick leave bank is to be established for all full time employees. The Sick Leave Bank is subject to the following guidelines:

After completing 3 full school years from their initial starting date as a full-time employee, all full time teaching assistants will participate in the sick leave bank.

Use of the sick leave bank is for prolonged illness or hospitalization and recovery after all accumulated sick and personal leave has been exhausted. The sick leave bank is not to be used for purposes of normal childbirth and/or maternity leave.

The Superintendent and the Union president, or their respective designees will administer the sick leave bank.

Annually on July 1, each eligible employee will contribute one irredeemable sick day benefit to the sick leave bank. However, if on July 1 the sick leave bank has a balance of at least 350 days, contributions will not be made from eligible employees.

No participant will be able to withdraw days from the sick leave bank until his/her accumulated sick and personal leave has been depleted and the Superintendent and Union President have approved the request.

Requests for sick leave bank withdrawal are to be presented to the Superintendent, through the Human Resources Office, accompanied by a doctor's written verification of illness, which must include an explanation of the illness, the reason why the employee cannot report to work, and a suggested date of return. (A copy of the request and doctor's written verification will also be sent to the Union President.)

Each participant will be eligible to withdraw from the sick leave bank a maximum allotment of 25 days over a revolving 12-month period during their first 3 years in the plan, and 50 days over a revolving 12-month period thereafter. Therefore, employees have 365 days from the first day of sick leave bank approval to apply for and use their maximum allotment. Three hundred and sixty-five days must pass from their last day of access or full utilization of their maximum allotment before an additional application can be made to the sick leave bank. If the participant begins their fourth year of participation in the sick leave bank during a 12-month revolving period of usage, his/her maximum allotment will increase from 25 to 50 days for that revolving period.

Days remaining in the sick leave bank are to be carried forward to the subsequent year beginning in July. By December 1, the Human Resources office will send a tally of days available to the Union President. In the event the sick bank is depleted the bank will cease to furnish benefits until the following July 1 when a new annual allocation is provided.

## **X. LEAVES**

### **10.1 Bereavement Leave**

Five (5) days will be allowed for the death of a spouse, 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.

## 10.2 Family Medical Leave Act (FMLA)

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

The employee will be granted one unpaid 12-week leave within a 12-month period, 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.

FMLA may be taken intermittently if it is medically necessary to care for a seriously ill family member or the employee is seriously ill and unable to work.

The District will maintain the employee's share of insurance for the length of the FMLA Leave.

## 10.3 Maternity/Child Rearing Leave

A member who has entered her/his third year of service shall be entitled to a Maternity/Child Rearing Leave of Absence ("Leave") under the following guidelines:

The member and the Superintendent or his designee shall agree upon a plan for the commencement and termination of such Leave, taking into consideration maintenance of continuity of instruction; medical factors, as applicable; and the pertinent time factors related thereto. The Leave shall commence no later than the birth of a child, the adoption of a child, the placement of a foster child, or upon the onset of a pregnancy related condition that would qualify for a sick leave. In the event of unforeseen circumstances, the anticipated duration of the Leave may be reduced upon the sole discretion of the Superintendent.



The Leave shall not exceed the balance of the semester in which it commences and three (3) additional semesters provided that such Leave terminates prior to the start of the school year in August. The Leave shall not be taken intermittently.

Any member desiring a Leave as a result of becoming an adoptive parent, or upon the placement of a foster child shall notify the Superintendent of his designee in writing upon the initiation of such adoption proceedings or as soon as the placement of a foster child is contemplated.

A Maternity/Child Rearing Leave shall be unpaid and shall not entitle the member to any other employment benefits. However, a Maternity/Child Rearing Leave shall not prevent an employee from concurrently utilizing any other paid or unpaid leave they are entitled to or from concurrently receiving any benefits they are entitled to receive from any other such paid or unpaid leave. A Maternity/Child Rearing Leave shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall rise upon the anticipated birth of the child, the planned adoption of a child, the planned placement of a foster child, or upon the development of a prenatal pregnancy related condition that would qualify for sick leave.

Such Leaves, which commence during the summer recess, shall start at the beginning of the fall semester.

## **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 to the Human Resources Office. 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.

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.

## **XII. HOLIDAYS**

Bargaining unit employees shall have the following days off with no loss of pay. Compensation for the holidays listed below is included in the annual salary.

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.

## **XIV. TRAINING**

### 14.1 In-Service Training

The administration may provide, as deemed appropriate, up to 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.

A committee of 4 union members and 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 \$200 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. Bachelors Degree: \$500.00
- b. Masters 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

The Board shall provide employee's who have worked at Morton at least five (5) years but no longer than eight (8) years with a long term disability insurance plan. The long term disability insurance plan (salary continuation to age 65) or until the Illinois Municipal Retirement Fund long term disability coverage commences whichever is sooner) will amount to benefits of sixty-five percent (65%) of the employee's current gross contractual salary coordinated with the Illinois Municipal Retirement Fund up to a maximum of \$2,000 per month. An included feature of the policy would be a ninety (90) day waiting period.

## 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. 95 percent payment of premium for family plan coverage.
  - c. Once a dependent child reaches their 24th birthday, the employee pays \$75.00 per month for premium. Dependent child will retain coverage until they reach their 26th birthday (end of 25th year per contract cap).
  - d. There will be no preexisting condition restrictions for new employees.
  - e. Staff may have the option of electing health insurance coverage with a Board approved HMO carrier. If the rate charged for the HMO plan elected exceeds that rate set for the District's health insurance coverage provided under A and B above, the employee shall be responsible to pay the excess cost through monthly payroll deductions.
  - f. The employee's out of pocket expense is limited to \$5.00 per generic prescription and \$15.00 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 for each inpatient hospital admission to a maximum of \$2,000 annually.

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

\$2,000,000 maximum for hospitalization and doctor expenses: 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; dependents covered until they reach their 26th birthday under the family plan. Employees pay \$75.00 per month for each covered dependent age 24 to 26.

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, at age sixty (60) or greater, and with at least fifteen (15) years of continuous service with the District, 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.

#### 15.7 Changes in Coverage.

The coverage listed above in parts 15.1 – 15.4 will be replaced by coverage outlined in the Morton Employee Handbook if similar agreement is reached between the Board of Education and the Morton Council Teacher's Union, AFT, Local 571. However, the Union retains the right to negotiate the contents of the dental insurance program outlined in the Morton Employee Handbook. Fringe benefits shall be the same as provided for the certified staff and under the same terms and/or conditions except as specifically provided for in this Agreement.

### **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.

## **XVII. 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 receive a copy of the Administrative Staff Handbook which shall be updated annually.

## **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 and that material filed within one week after a reminder notice has been sent to the employee.

### 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.

Requests must be made through the Human Resources Office.

## **XXII. EVALUATION**

The Board of Education or its designee shall have the right to evaluate each non-probationary employee once every two 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.

## 22.1 Employee Evaluation

A supervisor may recommend an employee be placed in remediation status if performance is judged unsatisfactory. The supervisor shall be responsible for bringing performance problems to the attention of the employee as soon as practical during the evaluation period. In cases where the supervisor indicates an employee's performance is unsatisfactory on his/her evaluation, specific examples of problems in that area must be presented. A copy of each employee's evaluation shall become a permanent part of his or her personnel file.

An employee evaluation shall not be subject to the grievance procedure; however, the process is grievable.

## 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.

22.6 Discipline – Informal Discussion

Any action by an employer which might be deemed to be disciplinary in nature shall first require an informal discussion with the employee as to the nature of that offense before taking any action.

**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 three-day suspension against the employee.

Subsequent repetition of the same offense shall result in either termination or a lengthy 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.

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 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. In the event that a layoff is necessary, members of the bargaining unit shall be laid off in reverse order of departmental seniority assuming the next senior person is qualified to fill the vacancy created by the layoff.

In the event of 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 is considered to be on probation for a 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 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.

30.4 Retiree Insurance

Teaching Assistants qualifying for the Morton Retirement plan will be subject to the following medical and dental insurance limitations. Single or family insurance coverage will be based on the employee’s eligibility prior to retirement.

Years of Service	Percent of Insurance Coverage Paid by the District*
Fifteen (15) to (20) years of employment with the District.	100% of the cost of the insurance premium for three (3) years. After three (3) years 50% of the cost of the premium until eligible for Medicare.
Over (21) to (25) years of employment with the District	100% of the cost of the insurance premium for five (5) years. After five (5) years 50% of the cost of the premium until eligible for Medicare.
Over (26) to (30) years of employment with the District	100% of the cost of the insurance premium for seven (7) years. After seven (7) years 50% of the cost of the premium until eligible for Medicare.
Over (31) years of employment with the District	100% of the cost of the insurance premium until eligible for Medicare.

\*\*\* Insurance shall be coordinated with any Medicare benefits for which the employee may be eligible.

**XXXI. UNION BUSINESS**

Upon providing a written request to the Superintendent or his designee, the President of the Union or his/her designee, will be granted up to three (3) days leave during the school year to attend Union Business.

**XXXII.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.



### **XXXIII. 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.

### **XXXIV. 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.

### **XXXV. PAY SCHEDULE**

Beginning with initial date of employment, ten-month employees will have the option of receiving their pay on a ten (10) equalized twenty-two or twenty-six pay schedule.

### **XXXVI. SALARY SCHEDULE STEP & LANE**

#### **37.1 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.

### 37.2 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

### 37.3 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).

### 37.4 Longevity

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

**APPENDIX A**

**TEACHING ASSISTANTS**  
*10-Month Salary Schedule*  
 2008-2009

Step	<u>Annual Salary</u>				PER HOUR
	<u>6.25</u>	<u>6.5</u>	<u>7.5</u>	<u>8</u>	
1	\$15,878	\$16,513	\$19,054	\$20,324	\$14.12
2	\$16,313	\$16,965	\$19,575	\$20,880	\$14.51
3	\$16,759	\$17,429	\$20,110	\$21,451	\$14.90
4	\$17,218	\$17,906	\$20,660	\$22,038	\$15.31
5	\$17,688	\$18,395	\$21,224	\$22,640	\$15.73
6	\$18,173	\$18,899	\$21,805	\$23,260	\$16.16
7	\$18,670	\$19,416	\$22,401	\$23,896	\$16.60
8	\$19,180	\$19,946	\$23,013	\$24,549	\$17.05
9	\$19,705	\$20,492	\$23,643	\$25,221	\$17.52
10	\$20,243	\$21,052	\$24,289	\$25,910	\$18.00
11	\$20,797	\$21,628	\$24,954	\$26,619	\$18.49
12	\$21,365	\$22,219	\$25,636	\$27,347	\$19.00
13	\$21,950	\$22,827	\$26,337	\$28,095	\$19.52
14	\$22,550	\$23,451	\$27,057	\$28,863	\$20.05
15	\$23,167	\$24,093	\$27,798	\$29,653	\$20.60
16	\$23,801	\$24,752	\$28,558	\$30,464	\$21.16
17	\$24,452	\$25,429	\$29,339	\$31,297	\$21.74
18	\$25,120	\$26,124	\$30,141	\$32,153	\$22.33
19	\$25,807	\$26,838	\$30,965	\$33,032	\$22.94
20	\$26,513	\$27,572	\$31,812	\$33,936	\$23.57
21	\$27,238	\$28,326	\$32,682	\$34,864	\$24.22

**TEACHING ASSISTANTS**  
*10-Month Salary Schedule*  
 2009-2010

Step	<u>Annual Salary</u>				PER HOUR
	<u>6.25</u>	<u>6.5</u>	<u>7.5</u>	<u>8</u>	
1	\$16,434	\$17,091	\$19,720	\$21,035	\$14.61
2	\$16,883	\$17,558	\$20,259	\$21,610	\$15.01
3	\$17,345	\$18,038	\$20,813	\$22,201	\$15.42
4	\$17,820	\$18,532	\$21,383	\$22,809	\$15.84
5	\$18,307	\$19,038	\$21,967	\$23,432	\$16.28
6	\$18,808	\$19,559	\$22,568	\$24,073	\$16.72
7	\$19,323	\$20,095	\$23,186	\$24,732	\$17.18
8	\$19,851	\$20,644	\$23,820	\$25,408	\$17.65
9	\$20,394	\$21,209	\$24,472	\$26,103	\$18.13
10	\$20,952	\$21,789	\$25,141	\$26,817	\$18.63
11	\$21,525	\$22,385	\$25,829	\$27,551	\$19.14
12	\$22,113	\$22,997	\$26,535	\$28,304	\$19.66
13	\$22,718	\$23,626	\$27,261	\$29,078	\$20.20
14	\$23,340	\$24,273	\$28,007	\$29,874	\$20.75
15	\$23,978	\$24,937	\$28,773	\$30,691	\$21.32
16	\$24,634	\$25,619	\$29,560	\$31,530	\$21.90
17	\$25,307	\$26,319	\$30,368	\$32,392	\$22.50
18	\$25,999	\$27,039	\$31,199	\$33,278	\$23.12
19	\$26,711	\$27,779	\$32,053	\$34,189	\$23.75
20	\$27,442	\$28,539	\$32,930	\$35,124	\$24.40
21	\$ 28,192	\$29,319	\$33,830	\$36,084	\$25.06

**TEACHING ASSISTANTS**  
*10-Month Salary Schedule*  
 2010-2011

Step	<u>Annual Salary</u>				PER HOUR
	<u>6.25</u>	<u>6.5</u>	<u>7.5</u>	<u>8</u>	
1	\$17,009	\$17,689	\$20,410	\$21,771	\$15.12
2	\$17,474	\$18,173	\$20,968	\$22,366	\$15.54
3	\$17,952	\$18,670	\$21,542	\$22,978	\$15.96
4	\$18,443	\$19,181	\$22,132	\$23,607	\$16.40
5	\$18,947	\$19,705	\$22,737	\$24,252	\$16.85
6	\$19,466	\$20,245	\$23,360	\$24,916	\$17.31
7	\$19,998	\$20,798	\$23,998	\$25,597	\$17.78
8	\$20,545	\$21,367	\$24,654	\$26,297	\$18.27
9	\$21,107	\$21,951	\$25,328	\$27,016	\$18.77
10	\$21,685	\$22,552	\$26,021	\$27,755	\$19.28
11	\$22,279	\$23,170	\$26,734	\$28,515	\$19.81
12	\$22,888	\$23,803	\$27,464	\$29,294	\$20.35
13	\$23,515	\$24,455	\$28,216	\$30,096	\$20.91
14	\$24,158	\$25,124	\$28,988	\$30,919	\$21.48
15	\$24,819	\$25,811	\$29,781	\$31,765	\$22.07
16	\$25,497	\$26,516	\$30,595	\$32,633	\$22.67
17	\$26,194	\$27,241	\$31,432	\$33,526	\$23.29
18	\$26,910	\$27,986	\$32,292	\$34,443	\$23.92
19	\$27,646	\$28,751	\$33,175	\$35,385	\$24.58
20	\$28,403	\$29,538	\$34,083	\$36,353	\$25.25
21	\$29,180	\$30,346	\$35,015	\$37,347	\$25.94

**TEACHING ASSISTANTS**  
*10-Month Salary Schedule*  
 2011-2012

Step	<u>Annual Salary</u>				PER HOUR
	<u>6.25</u>	<u>6.5</u>	<u>7.5</u>	<u>8</u>	
1	\$17,604	\$18,308	\$21,125	\$22,533	\$15.65
2	\$18,086	\$18,809	\$21,703	\$23,149	\$16.08
3	\$18,580	\$19,323	\$22,296	\$33,782	\$16.52
4	\$19,089	\$19,852	\$22,906	\$24,433	\$16.97
5	\$19,611	\$20,395	\$23,532	\$25,101	\$17.44
6	\$20,148	\$20,953	\$24,176	\$25,788	\$17.91
7	\$20,699	\$21,526	\$24,837	\$26,493	\$18.40
8	\$21,265	\$22,115	\$25,517	\$27,218	\$18.91
9	\$21,847	\$22,720	\$26,215	\$27,962	\$19.42
10	\$22,444	\$23,341	\$26,932	\$28,727	\$19.96
11	\$23,058	\$23,980	\$27,669	\$29,513	\$20.50
12	\$23,689	\$24,636	\$28,426	\$30,320	\$21.06
13	\$24,336	\$25,309	\$29,203	\$31,149	\$21.64
14	\$25,001	\$26,001	\$30,002	\$32,001	\$22.23
15	\$25,685	\$26,712	\$30,822	\$32,876	\$22.84
16	\$26,388	\$27,443	\$31,666	\$33,776	\$23.46
17	\$27,109	\$28,193	\$32,531	\$34,699	\$24.10
18	\$27,850	\$28,964	\$33,421	\$35,648	\$24.76
19	\$28,612	\$29,756	\$34,335	\$36,623	\$25.44
20	\$29,395	\$30,570	\$35,274	\$37,625	\$26.13
21	\$30,199	\$31,406	\$36,239	\$38,654	\$26.85

## **APPENDIX B**

The following individuals shall receive a one-time only, non-precedential \$200 bonus payable ONLY in the 2008-2009 school year for the purpose of fair adjustment to those entering Step 16 on the Salary Schedule:

Jacqueline Paramo  
Marianna Fraghia