

AGREEMENT

between

Board of Education of Rockford
School District Number 205
Winnebago and Boone Counties, Illinois

and

Educational Office Personnel
Association

July 1, 2007
through
June 30, 2009

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ROCKFORD BOARD OF EDUCATION	
EDUCATIONAL OFFICE PERSONNEL ASSOCIATION	

ARTICLE 1 - RECOGNITION

The Board of Education of Rockford School District Number 205, Winnebago and Boone Counties, Illinois, hereinafter the "Employer" hereby recognizes the Educational Office Personnel Association, IEA/NEA hereinafter "EOPA" as the sole and exclusive bargaining representative for all full-time and regular part-time secretaries and clerical employees of Rockford School District Number 205 including, but not limited to, the positions identified in Appendix A; excluding clerical support to the Board, Superintendent, Attorney, Cabinet members, and additional confidential clerical support positions to be designated by the Superintendent [total of the foregoing confidential clerical support positions not to exceed twenty (20)], supervisors, managerial employees, confidential employees, short-term employees and students as defined in the Illinois Educational Labor Relations Act. The Superintendent shall designate, in writing to the President of EOPA, any additions or deletions of confidential positions at least thirty (30) calendar days prior to making such additions or deletions. If an EOPA member whose position is reclassified a confidential position does not fill the confidential position, the EOPA member will be surplus subject to the terms of Article 25, Section A (Surplus). A RIF'd or displaced confidential/excluded employee shall not have the right to be transferred to an EOPA position. Such a displaced confidential/excluded employee shall have the right to apply for vacant EOPA positions subject to the terms of Article 13, Section B(1) and B(2) of this Agreement.

ARTICLE 2 - TERMS AND EFFECTS OF AGREEMENT

Section A - Legality

Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section or clause.

Section B - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

Section C - Non-Discrimination

Neither the Employer nor EOPA shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, marital or parental status, sexual preference, handicap, or membership or non-membership in the union.

Section D - Individual Contracts

Any individual contract between the Employer and an employee heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 3 - FRAMEWORK FOR COLLECTIVE BARGAINING

EOPA shall notify the Employer of its intent to bargain sixty (60) days before the expiration of this Agreement. The parties mutually agree that it is undesirable to interrupt the school program or the occupational responsibilities of the Board members for the purpose of negotiations. Therefore, every effort will be made to schedule meetings when all parties are free from such responsibilities. When negotiations are conducted during regular work hours, released time shall be provided for EOPA's negotiating committee members.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. The Illinois Educational Labor Relations Board shall be notified.

Within thirty (30) days after the agreement is signed, copies of this Agreement shall be printed at the expense of the Employer and presented to each bargaining unit member now employed or hereafter employed. In addition, the Employer shall provide EOPA copies of the Agreement without charge to EOPA.

ARTICLE 4 - STRIKES AND LOCKOUTS

The parties, desiring orderly and peaceful relations between the Employer and its secretarial and clerical employees, and uninterrupted operations of the public schools, hereby agree that during the term of this Agreement:

1. Except in situations beyond the control of the Employer, including without limitation, riots, insurrection, acts of God, strikes or other acts of unrest, the Employer shall not lock out any EOPA member; and
2. EOPA and members of the bargaining unit shall not engage in any strikes, work stoppages, slowdowns, sick-ins, or any other interruptions or withholding of services by the Employer's EOPA members which would disrupt the operations or administration of the Employer of any of its programs, sites or other employees, agents, or contractors. EOPA members shall not honor (by withholding of services) the withholding of services by other employees of the Employer, whether or not such withholding of services is legal.

ARTICLE 5 - MANAGEMENT RIGHTS

The Board retains and reserves the exclusive responsibility for proper management of the School District conferred upon and vested in it by the Statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights typically include but are not limited to the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities, and the activities of its employees as related to the conduct of school affairs.
2. To hire, direct, assign, transfer, evaluate, and promote all employees and to determine their qualifications and the conditions for their continued employment, dismissal or demotion, unless limited by the terms of this Agreement.
3. To establish, modify and terminate, in whole or in part, programs and courses of instruction, including special programs, to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board, and to determine the methods and means of providing these programs and courses of instruction.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of job performance according to current written Board Policy, unless limited by the terms of this Agreement.
5. To subcontract work assignments of a temporary nature for employees who hold positions not occupied by permanent employees, through contract employee status. "Temporary Nature" shall be defined as the filling of a position for less than one (1) fiscal year. The examples of this kind of temporary work assignment would be that provided by an agency supplying such employees to the School District for a fee and/or by certain individual or individuals working for the School District as independent contractors.

6. The exercise or non-exercise of the rights hereby retained by the Board shall not be deemed to waive any right vested in it by the Statutes and Constitutions of the State of Illinois and the United States, or the right to exercise the same in some other way in the future.

ARTICLE 6 - ASSOCIATION RIGHTS

Section A

EOPA and its representatives shall have the right to use school buildings or other work sites for meeting outside school hours, provided that when special custodial service is required, the Employer may make a reasonable charge.

Section B

Duly authorized representatives of EOPA and their respective affiliates shall have the right to transact official EOPA business on school premises providing such business does not interfere with the operations of the Employer.

Section C

Within ten (10) days following Board action, names and addresses of newly hired employees shall be provided by the Employer to the President of EOPA.

Section D

To facilitate communications between EOPA members and their representatives, the Employer agrees that EOPA may make reasonable use of inter-school distribution facilities and services as well as bulletin boards in employee work areas. Any material posted must bear the signature of any EOPA officer or member and removal date. EOPA shall have the right to use school audio-visual and specified business equipment when reservations have been made with supervising administrator or central office.

Section E

The Employer agrees to inform EOPA of any changes on forms which directly affect the bargaining unit employees such as transfers, leave policies, evaluation or other personnel related forms.

ARTICLE 7 - UNION SECURITY

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join EOPA or pay a fair share fee to EOPA, equivalent to the amount of dues uniformly required of members of EOPA, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to EOPA by a certain date, as established by EOPA, the Employer shall deduct the fair share fee from wages of the non-member.

Such fee shall be paid to EOPA by the Employer no later than ten (10) days following deduction.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to EOPA. Upon proper substantiation and collection of the entire fee, EOPA will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per EOPA policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, EOPA agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives immediate notice of such action in writing to EOPA, and permits EOPA intervention as a party if it so desires; and
2. The Employer gives full and complete cooperation to EOPA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

EOPA agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

Exception

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 8 - LABOR/MANAGEMENT COMMITTEE MEETINGS

- A. The Labor/Management Committee shall consist of four (4) EOPA representatives, three (3) administrators and a Board member or his or her designee.
- B. For the purpose of maintaining communications between labor and management, to cooperatively discuss and solve problems of mutual concern, labor/management meetings shall be held upon the request of either party as needed. A meeting will be scheduled within a reasonable time period after a request for a meeting has been made.
- C. The requesting party shall prepare and submit an agenda no later than three (3) days prior to the scheduled meeting. The meetings shall be scheduled at a mutually agreeable time, date, and place.
- D. Labor Management Committee meetings are not intended to substitute for or waive the collective bargaining process.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section A - Definition

1. A "grievance" shall mean a claim by EOPA or an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. Grievances may be processed by an employee or EOPA on behalf of an employee not later than ten (10) days from the date the grievant(s) become aware of the occurrence giving rise to the complaint.
3. All time limits consist of work days, defined as days the Administration building is open.
4. The Employer will agree to meet bi-weekly, if necessary, to discuss the status of unresolved grievances.

Section B - Purpose

1. The purpose of this Article is to secure at the lowest possible administrative level, equitable solutions to grievances which from time to time arise. Both parties agree that these proceedings will be kept informal and confidential.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention of EOPA, provided the adjustment is not inconsistent with the terms of this Agreement.

Section C - Procedures

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve the problem through free and informal communications. When requested by an employee, an EOPA representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee, a grievance may proceed as follows:

Step 1:

The employee or EOPA may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting including the involved supervisor, the grievant, and the EOPA representative to take place within five (5) working days after receipt of the grievance. Within five (5) working days after the meeting, the grievant and EOPA shall be provided with the supervisor's written response including the reasons for the decision.

Step 2:

If the grievance is not resolved at Step 1, then EOPA may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step 1 answer. The Superintendent or designee shall arrange with the EOPA representative for a meeting to occur within five (5) working days of the Superintendent's or designee's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) working days after the meeting, EOPA shall be provided with the Superintendent's or designee's response, and reasons for the decision.

Step 3:

If EOPA is not satisfied with the disposition of the grievance at Step 3, or if the Superintendent or designee fails to comply within the specified time limit, then the grievance may be submitted within thirty (30) calendar days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Illinois Educational Labor Relations Board which shall act as administrator of these proceedings. If a demand for arbitration is not filed within thirty (30) calendar days, then the grievance shall be considered withdrawn. For purposes of calculating the thirty (30) calendar day period under this Step 4, thirty (30) calendar days begins on either a) the day following the date of EOPA's receipt of the Superintendent's or designee's response to Step 3, or b) the day following the date on which the Board Attorney's response to Step 3 was due, whichever date is earlier.

Presentations before the arbitrator shall not include any grounds or evidence except those which were presented at Steps 1, 2, or 3.

The arbitrator has no power to alter, add to, or subtract from this Agreement between the parties. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements as are judged proper. Each party shall bear the full costs of its presentation before the arbitrator and will pay one half the costs of the arbitrator and, where applicable, the court reporter.

Section D - Time Limits

1. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits (and where there has been no mutual agreement of extension) shall be considered withdrawn.
2. Time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step. Any agreement to extend any time limit(s) must be reduced to writing and signed by the Employer and EOPA.
3. EOPA Participation - Employee Represented - The Employer acknowledges the right of EOPA's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if EOPA's representative is not present.
4. Bypass to Arbitration - If the Board Attorney and EOPA mutually agree, a grievance may be submitted directly to arbitration.
5. Class Grievance - Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by EOPA at Step 2.

ARTICLE 10 - EMPLOYEE DISCIPLINE AND REMEDIATION

Section A - Misconduct

1. It is recognized by EOPA that the Employer has the right to establish honest, reasonable and fair working requirements for its employees. EOPA further agrees with the Employer that the tenets of progressive and corrective discipline will be followed and be based upon reasonable grounds, with fair and honest reason, and in good faith. Such disciplinary action shall be for just cause and would include but not be limited to:
 - 1 Oral Reprimand
 - 1 Written Reprimand
 - 1 Suspension - not to exceed 3 work days
 - 1 Suspension - not to exceed 10 work days
 - 1 Discharge
2. If the Employer has reason to discipline an employee after an oral reprimand, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the employee. The notice of a suspension or discharge shall be delivered to the employee, the EOPA President and to the UniServ Director or designee.
3. EOPA and the employee will be given notice two (2) work days before any meeting which reasonably could result in disciplinary action. The employee will be given the right to EOPA representation of their choice. If, in the opinion of the Employer, the employee poses an immediate threat to the employer/employee relationship, i.e., insubordinate conduct or danger to the employee, the Employer or other personnel at the work site, the two (2) work day notice will be waived. In such cases, the EOPA President will be immediately notified.

Section B - Lack of Performance

The Employer and EOPA agree that employees should perform at a satisfactory level. Prior to the evaluation of an employee as unsatisfactory, the following should occur.

- 1 Oral warning of inadequate performance - documented by supervisor and to be initiated by the employee

- 1 Written warning of inadequate performance

If the performance of a bargaining unit employee is evaluated as unsatisfactory, the administrator to whom the employee reports shall place the employee on remediation. The administrator, Human Resources administrator, and employee shall meet and prepare a remediation plan. Such bargaining unit employee shall have the right to invite an EOPA representative to be present at that meeting. A copy of the proposed remediation plan shall be forwarded by the Human Resources administrator to the EOPA President and the UniServ Director or designee. The remediation plan shall be implemented for a period not less than sixty (60) work days. The remediation plan shall include approximate dates of at least four (4) periodic reviews of progress. The progress meetings will take place with the employee, the supervisor and a Human Resources administrator or designee. Upon the request of the employee, an EOPA representative may attend the progress meetings. If upon completion of the remediation, the employee's work performance is unsatisfactory, the employee shall be terminated.

An employee is not eligible for transfer during remediation.

Section C - Timely Notification

Any adverse action initiated by the Employer or its designee under the provisions of this Article must be reduced to writing, with a copy mailed to the employee, within ten (10) working days of the date the employer or its designee knew of the occurrence which is the subject of the action, and a copy mailed to the EOPA President.

ARTICLE 11 - PERSONNEL FILE

Section A

Every employee shall have the right to examine, in the presence of the person responsible for the files, the contents of that employee's building and central office personnel files. The administration shall have the opportunity to withdraw any confidential recommendations received prior to or after employment, provided such requests for confidential recommendations were made prior to employment. "Employment" for the purpose of this section, means the date on which a new employee starts to work for the Employer, not the date the employee is actually approved by the Board of Education, if the date of approval is later than the actual first day of work.

Section B

An employee shall examine and be offered the opportunity to initial all material of an evaluative nature to be placed in his/her personnel file prior to its inclusion in the file. An employee's initials or signature on any materials of an evaluative nature shall only signify that he/she seen the material but that they do not necessarily agree with its content. An employee may, within ten (10) working days of the date on which he/she became aware of the evaluative material, present in writing a response to the evaluation to be included in the personnel file.

Section C

Only material of which the employee has full knowledge at least forty-eight (48) hours in advance of any proceedings shall be used in any proceedings against said employee.

ARTICLE 12 - SENIORITY

Section A

Seniority is defined as the current period of continuous full-time employment in the EOPA bargaining unit. A permanent ten (10) to twelve (12) month employee shall be considered as being in continuous full-time employment.

Section B

Seniority is terminated upon the following:

1. Resignation
2. Dismissal for cause
3. Retirement
4. Being on layoff or on a leave of absence for a period of eighteen (18) months [except where the leave is taken pursuant to Article 21, in which case, seniority will terminate at the end of two (2) years if the employee does not return to work].

Section C

Seniority is retained but shall not accrue during the following:

1. Unpaid leave of absence
2. Periods of layoff

Section D

Seniority continues to accrue during the following:

1. Paid leave of absence
2. Temporary disability
3. Absences covered by Illinois Worker's Compensation laws

Section E

Ties in seniority as herein defined shall be broken by the following in order:

1. Most continuous years of full-time employment
2. Previous EOPA bargaining unit service will be counted for the sole purpose of determining ties in seniority when the current period of continuous full-time employment is equal. Previous bargaining unit service is defined as prior employment in the EOPA bargaining unit whether in a full-time or part-time capacity. Part-time bargaining unit employment will be counted on a pro rata basis.
3. Lot

Section F

Such seniority lists will be provided to the EOPA President by January 15 each year. The list will provide every employee's name, anniversary date, date of employment, the employee's work site and salary classification. The lists will be sorted by anniversary dates.

ARTICLE 13 - VACANCIES AND TESTING

Section A

A vacancy is any EOPA bargaining unit position that does not have an EOPA member assigned to it. This includes any vacated or newly created positions including positions created by reconfiguration or restructuring.

The use of substitutes to cover any vacancy will not exceed twenty (20) working days, without posting the position as a vacancy, except when a substitute is covering for an employee on medical or sick leave. If there are surplus employees, vacancies will not be posted or published without first completing the procedure for offering vacancies to surplus employees.

Notice of all known or anticipated clerical vacancies will be published in the Communicator and posted in all buildings for a minimum of five (5) working days. Any qualified person may request a transfer into a posted vacancy by submitting a written request, or an oral request followed by a written request, for transfer to the Director of Human Resources.

Section B

Vacancies shall be filled using the following procedure:

1. The vacancy notice will include a description of the duties involved in the position, the qualifications expected, the classification of the position, number of hours worked per day, and the closing date for the bid on the vacancy. Except for the requirement that applicants be required to effectively use all software programs, specified in the vacancy notice and utilized in the office of the vacancy. Qualifications specified in the vacancy notice in excess of what the Employer tests for shall be designated as "preferred" rather than required.
2. Vacancies will be filled by the most qualified applicants as determined by the immediate supervisor who will take into account the job description of the vacant position, the specific requirements that appear in the vacancy notice, the applicants' test scores, personal interviews with the applicants, past experiences that applicants bring to the position, and other pertinent information. The parties agree that the intent is to fill vacancies with internal applicants who meet the above criteria. Human Resources shall immediately notify EOPA of the selection of a non-bargaining unit member for an EOPA bargaining unit position and the supporting rationale when the successful applicant has been determined more qualified than an EOPA applicant. Successful candidates will be notified following the last candidate's interview by the Human Resources Department. The notice shall be in writing and specify the pay rate and effective date. A successful EOPA applicant will be transferred into the new job within four (4) weeks of notification.
3.
 - a. Notification of test dates will be posted in district buildings. Notices will be sent to all buildings ten (10) days prior to test dates. When the applicant completes the application to be tested, he/she must state what tests he/she passed and what tests he/she would like to take. This will afford the Human Resources Department the opportunity to put the test booklets together before the testing date.
 - b. There will be no limit on the number of times an employee can take a test within a twelve (12) month period.
4. Testing shall be scheduled at least quarterly at a location conducive to the best test results. Equipment provided in the test situation will be of the same quality and type found in the working environment.
5. Notice of the test must include a statement that the test area will be open for practice thirty (30) minutes before the test begins.
6. Employees shall be notified of the results of their test within ten (10) working days after the taking of the test and can request a review of their test scores within two (2) weeks after notification of results.
7. Once an applicant takes and passes the Employer's test and becomes qualified at a given salary classification, no other test whether oral or written, will be required during an interview for a position other than procedures to determine the presence of the required and preferred qualifications of the notice in B(1).
8. Once a district employee has qualified for a given position or salary classification he/she shall remain qualified unless the job requirements and/or the test content or the scoring requirements have changed since the last time the employee took the test. The EOPA President will be immediately notified when such changes occur. Article 13, Section B, #8 will not apply to the initial implementation of any changes involved in the 1999 Reclassification/Restructuring.
9. Nothing in this section shall be deemed to require the Employer to negotiate the terms, conditions or content of any test, scoring range, qualifications level or the like or other additional qualifications, job descriptions or changes therein with EOPA.
10. Nothing in this article shall be deemed to require the Employer to appoint any employee who, in the sole judgment of the Employer, does not qualify otherwise for such position.
11. There shall be no limit on the number of candidates interviewed.
12. During the summer months, all ten (10) month EOPA employees will have vacancy postings mailed to their homes.
13. Lateral transfers within a school or department, made at administrative request, will be allowed if the employees involved agree to such transfers. In this instance, lateral transfers will be defined as employees within the same salary classification. No such transfers will be initiated for disciplinary purposes, and no employee will be pressured into agreeing to such a transfer. EOPA will be notified of any impending transfers initiated according to the terms of this section.

Section C

Employees shall be on probation for three (3) months when changing a position for any reason. If the Employer, in its discretion, determines that the employee is not appropriate for the position, the Employer may, within its reasonable discretion, remove the employee from the position and transfer him/her to another position. However, such decision to remove and transfer must occur within the three (3) month probationary period, and not before the employee is afforded the opportunity for due process.

Section D - New Employees

The probationary period for all new employees shall begin on the first day of employment and end after the employee has completed six (6) consecutive months of actual work. This means that a ten (10) month employee will not receive probationary credit for the period during the summer when a ten (10) month employee does not work. A probationary employee may be discharged or disciplined by the Employer, without recourse, at any time prior to the end of the probationary period. Such employee is not eligible for transfer during the probationary period.

ARTICLE 14 - CLERICAL ADVISORY COMMITTEE

An ongoing Clerical Advisory Committee, composed of seven (7) members with the Director of Human Resources serving as an ex-officio member, shall be established. Its members will include: three (3) EOPA members representing elementary, secondary and general administration selected by EOPA; three (3) administrators representing elementary, secondary and general administration selected by the Superintendent or his/her designee. Membership on the committee is voluntary and non-compensated.

The committee, prior to Administration's implementation, will review and provide input on:

1. Any new or modified job descriptions, for all EOPA bargaining unit positions;
2. The creation of any new EOPA bargaining unit position;
3. Any EOPA bargaining unit position reclassification requests; and
4. Any changes to the performance evaluation process or the performance evaluation form.

ARTICLE 15 - PERFORMANCE EVALUATIONS

Section A - Purpose of Evaluation

The Employer and EOPA agree that evaluation is the systematic appraisal of EOPA bargaining unit member work performance through the use of a performance evaluation form and conferencing with the employee. The evaluation process is a method of measuring a member's performance against the standards and expectations of the position.

Section B - Scheduled Performance Evaluation

1. Probationary and Permanent/Probationary Employees: A performance evaluation form shall be completed prior to the end of the six (6) month probationary period for each EOPA member new to the district. Permanent EOPA members who are new to a position or classification are considered probationary and shall be evaluated in the same manner as a probationary employee.
2. Permanent Employee: A performance evaluation form shall be completed at least once annually on each permanent employee. The immediate supervisor will prepare the performance evaluation form and discuss it with the EOPA member. No EOPA member will be allowed to evaluate the performance of another EOPA member.

Section C - Waiver of Evaluation

EOPA members receiving outstanding ratings in every category of the performance evaluation form may have their evaluation waived for the subsequent year. This waiver agreement must be mutually agreed to by both the EOPA member and the supervisor. The waiver form shall be signed by the immediate supervisor and the EOPA member. A complete copy of the waiver form and previous evaluation form will be submitted to the Human Resources Department by the supervisor for placement in the EOPA member's permanent personnel file.

Section D - Special Performance Evaluation

1. A special performance evaluation form for an EOPA member may be prepared at any time by his/her supervisor with at least two (2) work day's notice to the employee. Such evaluation report may be used to provide a record of either deterioration of, or an improvement in, an EOPA member's performance or for recording formal commendations for outstanding performance.
2. If a special evaluation indicates that the EOPA member's performance is less than satisfactory, the supervisor shall follow the Employee Discipline and Remediation as specified in Article 10, Sections A and B of this Agreement.
3. The EOPA member is required to sign the performance evaluation form. Signing of the performance evaluation form does not necessarily mean the EOPA member is in agreement with the evaluation, but shall signify that he/she has reviewed the evaluation and has received a copy of it. The EOPA member (permanent, probationary, or permanent/probationary), has the right to attach a statement to the performance evaluation form. The performance

evaluation form will be forwarded by the supervisor to the Human Resources Department for the employee's permanent personnel file.

ARTICLE 16 - HOURS OF WORK

Section A

The work week for EOPA employees will consist of five (5) consecutive days, Monday through Friday, except for holidays as listed in Article 19.

Office hours for EOPA personnel will be established in each department and in each school. They will be set between the hours of 7:00 a.m. to 4:30 p.m., and will be consistent for each EOPA member on a day to day basis. Each EOPA employee's workday will consist of eight and one-half (8 ½) continuous hours including lunch and break time.

Section B

School Offices: Hours of work are established by the principal of each building to fit the requirements of each school and shall include minimally a one-half (½) hour duty free lunch period.

Section C

Break Periods: A fifteen (15) minute uninterrupted break is permitted to all employees working eight (8) hours per day each morning and afternoon. This should be an established time to be maintained whenever possible.

These breaks are given to permit time for matters such as personal grooming, personal telephone calls (a telephone is provided in the lounge for this purpose), planning of office parties, etc.

1. Elementary school secretaries will be guaranteed one-half (½) hour duty free lunch on registration days.
2. Elementary secretarial hours may vary from the regular schedule at the time of parent conferences and registration to accommodate the needs of students and parents. Work hours during student registration shall continue to consist of eight and one-half (8 ½) continuous hours, including meals and break time. It is not intended that this result in more than eight (8) hours of work time per day, but if such occurs, overtime will be paid for more than forty (40) hours of work in a week.

Work hours during parent conferences should correspond directly with the scheduled hours of parent conferences for administration and teaching staff within each building. If the result of this adjusted schedule is more than forty (40) hours in the week, overtime will be paid. No elementary secretary will be required to alter his/her normal work days for parent conferences or registration if such an alteration would cause a personal or domestic hardship.

Section D

Ten (10) month employees shall begin two (2) weeks before the first Institute Day, and work two (2) weeks after the last day of school; except in circumstances where the supervising administrator of the school or department to which an EOPA member is assigned implements an alternate schedule of three (3) weeks before the first Institute Day and one (1) week after the last day of school, in which case an EOPA member shall follow the alternate schedule. Written notification will be provided to all affected employees no later than May 1 of each year. They shall work the first Institute Day, which is the first day the teachers return in the fall, and the last Institute Day of the year. They are not expected to work the two (2) Institute Days during the year, but may have the option of working one (1) or both days. Ten (10) month employees are required to complete their normal work year before beginning summer assignments.

Section E

An additional secretary will be assigned to each building where and when summer school is in session. The position will be for one-half (½) day.

1. Such positions will be filled according to Article 13, Section B-2 of this Agreement.
2. Any ten (10) month employee who works the district's summer school program will receive the same rate of pay as classification 34 at his or her current Step/Longevity, or his or her current rate of pay, whichever is higher.

Section F

Building principals will establish one-half (½) hour daily between 5:30 and 7:30 a.m. for secretaries to be available to receive and pass on substitute requests to sub callers. Secretaries may contact the central office when necessary before 8:15 a.m. Such contact may be received at the central office by electronic telephone answering equipment. Secretaries required to be so available will be credited with one-half (½) hour time worked for each day school is in session and when they are required to be so available. Answering machines will be provided for these EOPA members if requested.

Section G

The maintenance of building security is important to EOPA and to the Employer. In order to further awareness of security issues and to address them particularly as they relate to EOPA members in the buildings, a Security Committee will be established under provisions similar to the previous Agreement, at the request of the EOPA President.

Section H

Employees regularly scheduled to work twenty-five (25) hours or less per week are considered to be part-time employees. Part-time employees do not accrue and are not entitled to employee benefits, sick leave, vacation leave, or insurance benefits.

Section I – Electronic Timekeeping

When the district implements electronic timekeeping, the following rules shall apply:

1. For ten (10) month clericals, employees shall have three (3) “grace” periods per school year, for which they may be tardy up to six (6) minutes per occurrence and for which they will neither be docked nor disciplined. For four (4) or more tardies in one school year, the employee shall be docked.
2. For twelve (12) month clericals, employees shall have four (4) “grace” periods per school year for which they may be tardy up to six (6) minutes per occurrence and for which they will neither be docked nor disciplined. For five (5) or more tardies in one school year, the employee shall be docked.
3. Sick leave may be used in thirty (30) minute increments for doctor appointments and illness (self & family). If the employee has exhausted sick leave, the employee will be docked, but must also have prior approval from his/her supervisor.
5. Personal business leave may be used in one-hour increments.
6. In the event an employee must leave the building early on district business, the time shall not be docked, provided his/her supervisor has given advance approval to the employee.

ARTICLE 17 - ALLOWANCE FOR EMPLOYEES’ ABSENCE

Section A

Policy on Allowance for Employees’ Absence:

1. Regular full-time employees shall be credited each July 1 with absence days as follows:

TEN MONTH EMPLOYEES

Years of Employment	Number of Paid Days Annually
1-5 years	12
6-10 years	13
11 and up	14

TWELVE MONTH EMPLOYEES

Years of Employment	Number of Paid Days Annually
1-5 years	13
6-10 years	14
11 and up	15

Absence days as provided above shall be used for the following reasons:

- a. Personal illness or doctor's appointments
 - b. Quarantine at home
 - c. Serious illness or death in the immediate family or household
 - d. Court appearances
2. Immediate Family: The definition of "immediate family" is husband or wife, child, brother, sister, parent, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, wherever they may reside, or any other person living in the same dwelling unit. Any deviation from this above list must be approved by the Superintendent of Schools.
 3. Two (2) of the above days may be used by permanent employees as personal leave for purposes of conducting personal business which cannot be transacted on weekends or after work hours.
 4. Any unused portion of the above allowance will be subjected to unlimited accumulation of sick leave days. No more than six (6) days of this total may be accumulated for use in Paragraph 3.
 5. An employee beginning employment up to and including the 15th of the month is given credit for the month; beginning the 16th or later, no credit is given for the month.
 6. Upon termination of employment, if an employee has used more personal illness days than have been earned according to the schedule, the excess days will be deducted from the final payroll check.
 7. Expenditure of sick leave will be prorated on an hourly basis.
 8. Four (4) additional sick days per year will be granted for IMRF retirement credit only to employees in EOPA who have no absences due to personal illness during the last fiscal year. If the only personal illness days used in a fiscal year were used consecutively for five (5) or more days, then two (2) additional sick days per year will be granted for IMRF retirement credit only. All such days shall be recorded and written notification presented to employees by July 1 of each fiscal year.
 9. Vacation days can be used for sick days at the discretion of the employee.

Section B

1. Allowance for absences which do not require a "Request for Leave" are as follows:
 - a. Personal illness or doctor's appointments
 - b. Quarantine at home
 - c. Serious illness or death in the immediate family or household
2. Permission for Absence requiring a "Request for Leave" form: When an EOPA member requests to be absent from work, the EOPA member must complete a "Request for Leave" form and/or provision for electronic approval, and have it approved by the immediate supervisor.

Leave time, except in cases of emergency or funeral, require five (5) business days prior written notice to the appropriate supervisor. A reason for the absence does not need to be disclosed, provided the five (5) business day notice is given. Personal business days may be used by employees as personal leave for the purpose of handling personal business which cannot be transacted on weekends or after work hours.

Personal leave shall be granted upon request, unless the Employer's operations do not permit. If the Employer's operations do not permit personal leave, the affected employee will receive written notice including detailed rationale two (2) days prior to the day off requested. Personal leave is not provided for casual or indiscriminate use.

3. After absence of Three Days: After an absence of three (3) consecutive days for personal illness, the Employer may require a physician's certificate as a basis for pay during leave. In the case of chronic illnesses, the Employer may require a physician's certificate as it may deem necessary as a basis for pay during leave. If treatment is by prayer or spiritual means, the certificate of the spiritual advisor or practitioner may be required.
4. The procedure regarding military leave or summer encampment is:
 - a. The EOPA member can request time off without pay.
 - b. The EOPA member can request use of vacation days during this leave.
 - c. An EOPA member returning from military leave will be re-employed in accordance with federal veteran re-employment rights.
5. Maternity Leave: An EOPA member after six (6) months of continuous employment with the Employer is eligible for Maternity Leave without pay for a period of two (2) years, to begin at any time during her pregnancy, provided the employee states her intent to return to work for the Employer. Upon mutual agreement, said EOPA member could return at an earlier time.

Should an EOPA member not take advantage of Maternity Leave as provided, that period of time between the day she leaves her duties, on her doctor's advice, and the day she is able to return to her duties, on her doctor's advice, will be considered sick days and subject to the provisions of Article 16.

The EOPA member, while on leave, maintains seniority, insurance benefits, accumulated sick days to date and all other accrued rights and benefits provided in this Agreement.

No employee will be required to terminate her professional duties solely because of pregnancy unless her physician certifies that she is unable to continue. The Employer has the right to require that a pregnant employee

be examined by the Employer's physician with respect to her ability to continue her duties. Thirty (30) days following the Employer's receipt of written notice of an EOPA member's intent to return from Maternity Leave, the EOPA member will be reinstated to her original job if it is vacant, or to an equivalent position for which she is qualified with equivalent pay, provided one is available, with no loss of seniority. If the EOPA member's original job is not vacant, and if there is no vacancy for which she is qualified in an equivalent position in the same salary classification, then the returning EOPA member will be placed in a lower salary classification but will continue to be paid at the salary classification she held prior to her Maternity Leave. At such time as a position becomes available for which she is qualified in her original salary classification, she will be offered that position and will assume the duties immediately. If she does not accept the first position offered for which she is qualified in her original salary classification, her compensation will become the salary for the classification she occupies.

6. Educational Leave: An EOPA member who has completed a minimum of two (2) years continuous employment with the Employer shall be eligible for a study leave without pay for a period not to exceed one (1) year, provided said EOPA member states his/her intent to return to work for the Employer.

An EOPA member requesting an educational leave must present a course of study or planned program to the leave committee for approval that clearly outlines the number of hours to be taken, and descriptive material outlining the benefits of the program to his/her work responsibility and the Employer.

The EOPA member, while on educational leave, maintains seniority, insurance benefits, accumulated sick days to date, and all other accrued rights and benefits provided in this Agreement.

7. Professional Days: Each EOPA member after six (6) months of continuous employment with the Employer may apply for one (1) professional day to be used to attend workshops and conferences relating to his/her work with the Employer. Professional days shall be approved by the Employer.
8. Snow/Emergency Day: In the event that school is cancelled, or a facility/site is closed because of weather conditions, emergencies, or any other acts of God, EOPA members may use vacation days, personal business days, and/or dock days at his/her own discretion, unless the supervisor determines that staff must be maintained in order to meet critical operational requirements. In the event a facility/site is closed during the work day as a result of weather conditions, emergencies, or other acts of God, employees shall be compensated for the full work day without deduction of any paid leave.
9. Jury Duty: EOPA members serving on jury duty in a Court of Records of the State of Illinois will receive his/her regular pay from the Employer while on duty and the absence will not be deducted from any allowable absence. After receiving his/her checks from the Circuit Clerk, they are to deduct the amount received for travel expense and forward his/her personal checks for the difference to the Accounts Receivable Department at the administrative office. An EOPA member is expected to return to work after serving on jury duty unless required to serve for the entire day.
10. Medical Leave: Upon presenting the Employer with proper medical documentation, an EOPA member will be granted a leave of absence of up to two (2) years.
 - a. Before being eligible for medical leave, an EOPA member must have used all of his/her sick leave days.
 - b. An EOPA member on medical leave will give the Employer one (1) month written notice of his/her intent to return to work. He/she will be reinstated to his/her original job, if it is vacant, or to an equivalent position with equivalent pay, provided one is available for which he/she is qualified, with no loss of seniority. If the EOPA member's original job is not vacant, and if there is no vacancy in an equivalent position in the same salary classification for which he/she is qualified, then the returning EOPA member will be placed in a lower salary classification. At such time as a position becomes available in his/her original salary classification for which he/she is qualified, he/she will be offered that position and will assume the duties immediately.
 - c. The EOPA member, while on leave, shall maintain seniority, insurance benefits, accumulated vacation and all other accrued rights and benefits provided in this Agreement.
 - d. EOPA members who have exhausted his/her accumulated personal illness days, but are unable to return to work because of continuous illness or injury may request a disability leave without pay for a period of up to three (3) months, which may be extended up to a total of twelve (12) months. The EOPA member must report the disability within a reasonable time from when the need for leave becomes known.
11. Leave of Absence: The Superintendent may grant requests for unpaid leaves of absence for any valid purpose for up to one (1) year. Requests for such leaves should be made directly to the Superintendent and contain a statement of the reason for such request. If granted, such leaves will be unpaid and provide no benefits other than re-employment in the same salary classification upon the expiration of the leave, or if a similar position is not available, in the closest vacant position then available. EOPA members on such leaves of absence will not accrue seniority while on leave, but will not lose the seniority accrued prior to the leave. The granting of such leaves by the Superintendent shall be without precedent.

Section C

Nothing herein this article or section shall be deemed to limit the rights of EOPA members under the provisions of the Family and Medical Leave Act.

Eligible EOPA members are entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period pursuant to the Family and Medical Leave Act (FMLA) for one (1) or more of the following reasons:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an EOPA member's spouse, parent, or child; and
- d. The EOPA member's own serious health condition.

To qualify for such leave, the EOPA member must have worked at least the twelve (12) consecutive months preceding the leave and have worked a minimum of 1250 hours in that twelve (12) month period. The EOPA member must request leave in writing as soon as the need for the leave is known. Such leave may be granted for up to twelve (12) weeks.

The EOPA member will provide the Employer with reasonable advance notice of his/her intent to return to work.

An EOPA member returning from FMLA leave within twelve (12) weeks will be returned to the same or equivalent position held by the EOPA member immediately prior to the leave.

FMLA leave runs concurrently with sick leave, personal leave, medical and other leaves.

Section D

When an EOPA member is on a paid leave of absence, his/her position will be held for up to twelve (12) weeks. This does not restrict the Employer from temporarily filling the position, nor is the Employer restricted from surplusings, reductions in force (RIF), or other changes as defined in this Agreement.

ARTICLE 18 - VACATION LEAVE

Paid vacation leave shall be credited to EOPA members as follows:

TEN MONTH EMPLOYEES

Years of Employment	Number of Paid Days Annually
0 - 4 years	8
5 - 12 years	12
13 and up	17

TWELVE MONTH EMPLOYEES

Years of Employment	Number of Paid Days Annually
0 - 4 years	10
5 - 12 years	15
13 and up	20

The conditions of leave are as follows:

1. New EOPA members hired after July 1 shall earn vacation days at the rate of .85 of the annual leave for each full consecutive month worked. (Thereafter, such employees shall be given the right to take such days earned after July 1 following his/her date of hire.)
2. All other EOPA members will earn vacation days at the rate of .85 of the annual leave for each full consecutive month worked, said days to be taken during the school year in which such days were earned. Accumulation for future years shall be prohibited, except as provided herein.

3. An EOPA member may not accumulate vacation time once the EOPA member is not eligible for pay, such as during periods of prolonged absence.
Vacation leave may be used as earned, provided that the EOPA member's supervisor shall determine the time when vacation may be taken. The supervisor shall give as much consideration as possible to the EOPA member's preference, but shall nevertheless maintain a staff necessary to meet operational requirements.
4. EOPA members may not accumulate vacation leave beyond the accrued time for one (1) year. However, if an EOPA member requests to accumulate vacation time for extensive travel or another specific reason, the Superintendent of Schools may approve accumulating vacation leave not to exceed two (2) years. Such approval will not create a practice or precedent. When an EOPA member is prevented from taking vacation leave because of having to work during the month of June in summer school, that EOPA member may carry over those days of vacation leave for a period beginning July 1 and ending two (2) weeks before the commencement of the next school year. No reasonable request for vacation will be denied.
5. EOPA members will be credited with vacation time July 1 of each year. The days allowed may be used immediately. However, if an EOPA member leaves the employment of the Employer and has used more days than earned, those days will be deducted from the EOPA member's last paycheck.
6. An EOPA member leaving the service of the Employer will be compensated for vacation leave earned and not used up to the date of separation.
7. Temporary and seasonal employees shall be exempt from provisions of this section.
8. The unused portion of earned vacation time, for ten (10) month EOPA members, will be paid at the completion of each school year.
9. Each full-time EOPA member will be considered as having served one (1) full year on July 1 immediately following the date of hire. On July 1 of each year thereafter, each continuous full-time EOPA member will be credited with a full year of service for vacation purposes.

ARTICLE 19 - HOLIDAYS

Section A:

Holidays with pay, as follows:

New Year's Day
 Martin Luther King Jr.'s Birthday
 Lincoln's Birthday or President's Day
 Casimir Pulaski Day
 Good Friday (Friday before Easter)
 Memorial Day
 Independence Day (and, when applicable for ten (10)-month employees)
 Labor Day (1st Monday in September)
 Columbus Day
 Veteran's Day
 Thanksgiving Day (4th Thursday in November)
 Friday after Thanksgiving (4th Friday in November)
 Christmas Day

Christmas Eve Day and New Year's Eve Day will be one-half (½) work days unless Christmas Eve or New Year's Eve falls on a Monday, at which time the full days will be paid holidays, applicable to twelve (12) month employees.

In the event that the District's School Calendar includes a waiver for Casimir Pulaski Day, the one-half (½) holiday days on Christmas Eve Day and New Year's Eve Day will each become full paid holidays.

Section B:

An EOPA member who is not eligible for pay the day before or the day after the holiday will not be compensated for the holiday.

Section C:

When a holiday falls on a Saturday, the preceding Friday shall be observed if there is no school scheduled. When a holiday falls on Sunday, the following Monday shall be observed, if there is no school scheduled.

Section D:

Holidays occurring during the vacation period shall not be charged against the vacation allowance. EOPA members working ten (10) months a year are not expected to work during the Christmas vacation and during the Easter vacation, and are not compensated for these days.

ARTICLE 20 - ASSOCIATION LEAVE

EOPA will be authorized the use of up to five (5) days release time for its members to participate in EOPA (IEA/NEA) or related activities, and an additional twenty (20) days if EOPA reimburses the Employer for the cost of substitute or additional personnel if they are deemed necessary to complete the assigned work. Additional days may be granted with Employer's approval upon written request. All Association leaves must be verified with the EOPA President before being granted.

ARTICLE 21 - LEAVE OF ABSENCE

The Employer will grant requests for unpaid leaves of absence for the purpose of serving as EOPA representative for up to a maximum of two (2) years.

ARTICLE 22 - HEALTH AND SAFETY

It is agreed that there will be maintained such health, safety, and sanitation methods as are necessary to protect and preserve the welfare of the EOPA members during working hours. Adequate washroom and toilet facilities will be maintained.

EOPA members will attempt at all times to practice good safety procedures in his/her work area. Any continued violation of safety practices shall be reported immediately. Any continuation of unsafe practices should be filed as a complaint so that the necessary procedures can be immediately put into operation in order to eliminate the unsafe practices. It will be the responsibility of EOPA members to use reasonable efforts to improve any and all unsafe conditions which may be called to his/her attention. Failure to take necessary action may result in disciplinary action.

The Employer will have the right to publish, from time to time, reasonable rules and regulations for the health and safety of employees. Such rules as published will be subject to changes, additions, or deletions by the Employer as in the Employer's judgment, conditions or experience dictate. EOPA leadership will be notified prior to implementation of the change or addition.

The Board acknowledges that Section 10-22.21b of the School Code provides that: "the administration of medication to students during regular school hours and during school-related activities should be discouraged unless absolutely necessary for the critical health and well-being of the student. Under no circumstances shall teachers and other non-administrative employees, except certified school nurses and non-certificated professional nurses, be required to administer medication to students. This section shall not prohibit a school district from adopting guidelines for self-administration of medication by students. This section shall not prohibit any school employee from providing emergency assistance to students."

Any changes in existing employees health and safety rules will be reduced to writing and distributed to all of the EOPA members within three (3) days of the change. No action will be taken against any EOPA member for any rule violation until such notification has been distributed in writing to said EOPA member(s).

ARTICLE 23 - TRAINING

Section A

EOPA members will be reimbursed for tuition and materials for all training and schooling related to his/her job descriptions. An EOPA member seeking reimbursement under Article 17, Section B of this Agreement between the Employer and EOPA will submit, twenty (20) working days in advance of the commencement of the course, a written request for approval of the course to the Director of Human Resources, with the request stating the EOPA member's reasons that the proposed course is related to his or her job description.

Within ten (10) days following the receipt of the request for course approval, the Director of Human Resources is required to approve or deny the request in writing. If the Director of Human Resources fails to respond to the request within the ten (10) day period, except in the case of an unsatisfactory application [to which a response could not be made within the ten (10) day period], approval of the course will be automatic. The Director of Human Resources will meet with EOPA leadership to develop a form for applying for courses.

Section B

In-service meetings will be held upon the advance agreement and participation of the Director of Human Resources. Written notification of all in-services will be made by publication in the Communicator.

Section C

The Employer and EOPA agree that an ongoing training is beneficial to both the Employer and its employees. Both parties agree that opportunities for EOPA members to have access to the most advanced skills available to perform his/her duties are beneficial to both parties.

The Training Committee will be formed during this Agreement to jointly review and assess the Employer's current testing and training practices. This committee shall consist of three (3) EOPA members appointed by EOPA and three (3) administrators appointed by the Superintendent and a representative from the Human Resources Department. This committee will commence meeting thirty (30) days after the signing of this Agreement.

The committee will make recommendations to the Superintendent of Schools. No changes to the status quo, as defined in the Memorandum of Understanding between the parties dated April 4, 2003 will be implemented without the mutual agreement of both parties.

Section D

Tuition is waived for EOPA members taking night courses offered by the District.

ARTICLE 24 - CHANGES IN ALLOCATION

Section A - Surplus

1. Surplus is position elimination caused by a decreased budget allocation.
2. Placement will be by EOPA bargaining unit seniority and qualifications, as defined in Section B(5) of this Article 25.
3. The procedure for surplus will be in accordance with an EOPA member's qualifications pursuant to Section B(3) of this Article 25. The surplus EOPA member will be assigned to a vacancy within the classification. If no such vacancy exists, the EOPA member within that classification with the least EOPA bargaining unit seniority will become surplus. The EOPA member whose allocation is eliminated will assume the position formerly held by the now surplus EOPA member. The now surplus EOPA member fills the position held by the member with the least EOPA bargaining unit seniority, irrespective of classification, for which position the now surplus EOPA member is qualified. The member with the EOPA bargaining unit seniority who was identified is subject to RIF procedures, as outlined in Section B of this Article 25.
4. After an EOPA member has been surplus, the ability to be restored to a position in the classification from which the EOPA member was surplus is limited to twelve (12) months.
5. No EOPA member will receive a change in the rate of pay as a result of surplus for twelve (12) months, unless the EOPA member refuses a position of equal classification (to the position from which the EOPA member was surplus). In this case, the EOPA member's rate of pay will reflect the classification to which the EOPA member is assigned.
6. Affected EOPA members will receive written notice of the surplus at least thirty (30) days prior to being surplus.
7. The Employer reserves the right to place the surplus EOPA member in a position for which the EOPA member is qualified and for which the EOPA member has successfully passed the appropriate test.

Section B - Reduction in Force

1. Provided remaining EOPA members can perform the required work, all EOPA members in his/her initial, post-hire probationary period [by seniority in the EOPA bargaining unit and regardless of position and/or whether the position held is a ten (10) month or twelve (12) month position], will be discharged before any non-probationary employees are discharged.
2. Subsequent RIF's will be within salary classifications by EOPA bargaining unit seniority with the least senior EOPA member(s) to be the first to be RIF'd.
3. During a period of recall, EOPA members who involuntarily take positions in lower salary classifications will be offered, by EOPA bargaining unit seniority, the next vacant position(s) in the salary classification formerly held by such EOPA member(s). No such positions will be advertised until all full and part-time EOPA members, who were reduced from salary classifications, are returned to his/her former salary classifications, and all EOPA members who were reduced from full-time to part-time have been recalled to full-time positions. If this procedure involves recalling an EOPA member to a position in a lower salary classification, the EOPA member will be offered a position in his/her former salary classification, by EOPA bargaining unit seniority, when such a position becomes available.
4. Recall will be by EOPA bargaining unit seniority into vacant positions for which the RIF'd EOPA member is qualified.
5. Displaced EOPA members will be allowed to choose EOPA surplus positions for which they are qualified in order of seniority as defined above.
6. The recall period will be two (2) years with the most senior EOPA member being recalled first.
7. An EOPA member being recalled, or an EOPA member being advanced to his/her former salary classification, will have two (2) work days to accept the position. If the EOPA member refuses the position, he/she will waive his/her rights to further recall or advancement by virtue of the recall procedure.
8. When vacancies occur during a period of recall, and all actively employed EOPA members have been returned to his/her former salary classifications, the following sequence of events will occur:
 - a. Vacant positions will be advertised to EOPA members actively employed in the District and will be filled according to the terms of Article 13, Sec. B.1, 2, and 3 of this Agreement.
 - b. Such vacancies will be posted on the workday the vacancy occurs, and will remain open for three (3) business days. The vacancy will be filled within ten (10) business days from the time of the posting.
 - c. If there are no applicants for such positions, the positions will be filled from the RIF list.

- d. If the vacancies are filled by actively employed EOPA members, either by transfer or promotion, the positions vacated will be filled by the same procedure. RIF'd EOPA members will be recalled to vacant positions only after all internal changes have been completed.
9. The EOPA President will be notified of all vacancies and the filling of all positions during the recall procedure.
10. Any EOPA member, who if RIF'd, displaced, or placed in a position in a lower salary classification, will receive a letter (with a copy of same placed in his/her personnel file) stating the RIF, reclassification to a lower salary classification, or displacement, occurred through no fault of the EOPA member.

ARTICLE 25 - ILLINOIS MUNICIPAL RETIREMENT FUND

It is mandatory that every EOPA member participate in the Illinois Municipal Retirement Fund. This is a percentage deduction which is withheld from an EOPA member's pay check every pay period. The Employer also contributes to this pension plan.

ARTICLE 26 - RETIREMENT FROM SERVICE

Section A - Retirement Benefits

1. Upon retirement at ages 55 or older, for permanent EOPA members who have completed ten (10) years with the Employer at the time of retirement, a payment of \$20.00 shall be made for each unused sick day, limited to forty (40) days, provided that nothing in this Article shall be deemed to prohibit an EOPA member from otherwise and alternatively applying such unused sick leave in a manner permitted by law.
2. The Employer will extend group health, accident, life and dental coverage to early retirees and pay the individual premium from age 55-65 provided the early retired EOPA member has served fifteen (15) years or more with the Employer, with the option to purchase at his/her own expense, dependent coverage.

ARTICLE 27 - PAYROLL DEDUCTIONS

All authorizations for payroll deductions may be initiated or changed at any time in writing with thirty (30) days prior notice for such items as: (1) Association Dues, (2) Credit Union, (3) Tax-Sheltered Annuities, (4) United Fund, (5) U.S. Bonds.

ARTICLE 28 - MISCELLANEOUS

Section A - Purchase of Bonds

Bonds can be purchased through payroll deduction.

Section B - Tax-Sheltered Annuity

EOPA members desiring to participate in the Tax-Sheltered Annuity Plan must choose and contact an annuity company to sign up.

Section C - Credit Union

EOPA members desiring to participate in the Credit Union may contact the Winnebago County Schools Credit Union. All changes to payroll deductions will be made through the Credit Union by written notice to the Employer (Payroll Department).

Section D - Illinois League of Municipal Employees

The Illinois League of Municipal Employees is an organization composed of persons participating in the Illinois Municipal Retirement Fund.

Section E - Rockford Board of Education Employee Assistance Program (EAP)

The EAP offers a referral service to the EOPA members who are in need of some type of professional assistance in solving problems.

EOPA members may request information regarding the EAP from his/her supervisor or any member of the administrative staff.

Section F - Health Requirement

New EOPA members are required to submit to a pre-employment physical.

Section G - Workers' Compensation Coverage

The Employer provides workers' compensation coverage for its employees. If an EOPA member sustains an injury arising out of and in the course of employment, the injury should be reported immediately to the Principal or immediate

supervisor of the EOPA member, and also to the person in charge of accident reports in the administrative office of the Employer.

Section H - Supervision

It is acknowledged that the Employer recognizes its responsibility to give all reasonable support and assistance to EOPA members with respect to the regular monitoring of students.

Section I – Travel Expense Reimbursement

Employees who use their personal vehicles in the course of their employment shall be reimbursed at the then-current business miles rate established by the Internal Revenue Service.

ARTICLE 29 - INSURANCE PLANS

Section A - Health Insurance Plans

Health insurance plans will be offered each year during an open enrollment period to each eligible employee.

In the event an EOPA member does not want to be covered by this insurance, the benefits technician at the administrative office shall be notified.

1. If a spouse of a covered EOPA member is eligible for his/her employer's health insurance plan, for which the employer pays a minimum of 50% of the insurance premium or an equivalent amount in cash or contribution to Internal Revenue Code Section 125 (cafeteria plan), the District's plan will only pay claims as if it were secondary to the spouse's employer's plan.
2. A spouse covered by his/her employer's insurance plan may remain as a participant in the District's plan, but coordination of benefits shall apply; and his/her employer's plan will be primary.
3. If the insurance coverage available to the spouse through his/her employer is limited by a pre-existing condition, the District's plan will act as primary for the pre-existing condition until the spouse has satisfied the pre-existing condition limitation. The spouse must present a declination of coverage due to the pre-existing condition limitation. The information must be from the spouse's employer's health insurance carrier or the spouse's physician.
4. If a spouse currently under the District's health insurance plans is ineligible for his/her employer's health insurance as outlined in paragraph 1, or due to medical conditions is unable to become eligible under his/her employer's plan, he/she may remain solely on the District's health insurance plans.
5. If a spouse becomes ineligible for his/her employer's plan, he/she may enroll as a dependent in the District's health insurance plans during the open enrollment period; and a spouse can enroll outside the enrollment period if one of the three qualifying events listed in the Plan document occurs. In such an event, the pre-existing conditions limitations of the District's health insurance plans shall be waived.

Section B - Dental Insurance Plans

Dental plans will be offered each year during an open enrollment period to each EOPA member and his/her dependents at no cost for single or family coverage.

Section C - Life Insurance Plan

Term life insurance with a face amount of \$20,000 plus a double indemnity clause for accidental death will be provided for each EOPA member. In the event of marriage or divorce of an EOPA member, or the death of the beneficiary as listed on the insurance policy, the EOPA member is to contact the benefits technician at the administrative office who is responsible for the EOPA member's life insurance. Increased life insurance will be available on a voluntary basis at the expense of the EOPA member.

Section D - Plan Document Changes

Specific benefits and plan rules are found in the applicable Board Plan Documents or Certificate of Coverage issued by the HMO(s), the PPO(s), or other providers. EOPA will assign a representative to participate with the Rockford Education Association (REA) when the REA considers agreement to changes in specific benefits and plan rules. This participation is for informational and advisory purposes only and not part of REA negotiations. EOPA accepts all benefit and plan design changes agreed to by the REA.

Changes in monthly EOPA member contributions will never be included in these deliberations without the mutual consent of both parties.

Section E

The major medical cap is \$1,000,000.00 per covered individual.

Section F

EOPA agrees that employees will participate in the Employer's health cost containment program.

Section G – EOPA members' health/dental insurance premium schedule will be as follows:

Effective July 1, 2007, through December 31, 2007:

	HRA 12 mos	HRA 10 mos	PPO 12 mos	PPO 10 mos
Employee	\$0.00	\$0.00	\$25.00	\$33.33
Employee/Children	\$20.00	\$26.66	\$30.00	\$40.00
Employee/spouse	\$25.00	\$33.33	\$35.00	\$46.66
Family	\$30.00	\$40.00	\$55.00	\$73.33

Effective January 1, 2008, through June 30, 2008:

	HRA 12 mos	HRA 10 mos	PPO 12 mos	PPO 10 mos
Employee	\$0	\$0	\$26.35	\$35.13
Employee/Children	\$29.70	\$39.60	\$52.13	\$69.51
Employee/Spouse	\$36.49	\$48.65	\$55.01	\$73.35
Family	\$51.88	\$69.17	\$80.78	\$107.71

Effective July 1, 2008:

	HRA 12 mos	HRA 10 mos	PPO 12 mos	PPO 10 mos
Employee	\$0	\$0	\$30.74	\$40.99
Employee/Children	\$29.70	\$39.60	\$60.82	\$81.09
Employee/Spouse	\$36.49	\$48.65	\$64.18	\$85.57
Family	\$51.88	\$69.17	\$94.25	\$125.67

ARTICLE 30 - DURATION

This Agreement is effective from July 1, 2007 through June 30, 2009, and shall continue from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) days prior to July 1, 2009, or any July 1 of any year thereafter, that it desires to modify or terminate this Agreement.

ARTICLE 31 - CLASSIFICATIONS

1. Salary classifications are 32, 33, 34, 35, and 36.
2. Elementary Secretaries are classification 34. [As of July 1, 2006, former 33.5s are now 34s. Former Elementary Secretaries 1 (up to 300 students, Elementary Secretaries 2 (less than 301 students, but with at least three of these programs: Title 1, Bilingual, Pre-K, and Community Library) and Elementary Secretaries 3 (schools with more than 400 students) are now 34s. Schools having at one of these "new" 34s and also having a 32, will keep the 32.]
3. An elementary school with more than 500 students qualifies for the assignment of a Classification 32 position.

ARTICLE 32 - COMPENSATION PLAN

Section A - Compensation Plan

1. Step 1 will be the beginning step on the salary scale. The EOPA member will advance one (1) step each year from the anniversary date of his/her employment.
2. Part-time and temporary EOPA members will have their salaries paid according to the negotiated pay scale in Article 33, Section A-1.
3. Former permanent EOPA members returning for temporary appointments will be paid the first step in the salary classification which had been assigned the classification for which the former EOPA member had previously been classified. Such temporary appointments shall be limited to ninety (90) calendar days.
4. EOPA members are on probation for three (3) months when promoted to a new salary classification; such EOPA members may return during said three (3) month period to a position at his/her previous salary classification.

5. EOPA members are paid biweekly on either Thursday or Friday.

Section B - Salary Scale and Classification

1. Compensation for EOPA members working less than twelve (12) months, but no less than nine (9) months, shall be computed on the basis of actual hours worked per day with holidays and vacation period prorated according to the hours and days worked per year.
2. When an EOPA member assumes the responsibilities of another EOPA member in a higher salary classification for one week or more, such EOPA member shall be paid at the rate of pay at the higher salary classification for each hour worked. This rate will be commensurate with the step the EOPA member is on at the time the work is performed.

Section C - Longevity Plan

Longevity is computed at three (3%) percent of the base pay (last column of the schedule) for each five (5) years of continuous service with the Employer, with no limit. Adjustments to the schedule are reflected in the base pay only. Longevity is determined by the date an EOPA member began working for the Employer.

Section D - Advancement to a Higher Salary Classification

There will be no regression on the pay scale for EOPA members promoted in salary classification.

Section E - Overtime

Work performed in excess of forty (40) hours in one (1) week will be compensated for at the rate of one and one-half (1 ½) times the EOPA member's regular hourly rate. All overtime work must be approved in advance by the administrative officer as directed by the Superintendent of Schools.

**Salary Schedule
7/1/07 through 6/30/08**

Class	Step 1	Step 2	Step 3	Step 4	Step	5
32	\$11.57	\$12.21	\$12.86	\$13.58	\$14.32	
33	\$12.13	\$12.82	\$13.51	\$14.27	\$15.05	
34	\$12.75	\$13.47	\$14.20	\$14.98	\$15.80	
35/35F	\$13.38	\$14.13	\$14.89	\$15.72	\$16.58	
36	\$14.05	\$14.84	\$15.65	\$16.50	\$17.41	

7/1/08 through 6/30/09

Class	Step 1	Step 2	Step 3	Step 4	Step	5
32	\$11.92	\$12.58	\$13.25	\$13.99	\$14.75	
33	\$12.49	\$13.20	\$13.92	\$14.70	\$15.50	
34	\$13.13	\$13.87	\$14.63	\$15.43	\$16.27	
35/35F	\$13.78	\$14.55	\$15.34	\$16.19	\$17.08	
36	\$14.47	\$15.29	\$16.12	\$17.00	\$17.93	

APPENDIX A

Salary Grade	Job Title
32	Clerk Typist/Human Resources Switchboard Clerk Typist Receptionist Bilingual Clerk Typist Secretary 1 High School Secretary 1 SPED Secretary 1

Bilingual Secretary 1

33 Secretary 2
Facilities/Architect Secretary
Middle School Secretary 2
High School Secretary 2
SPED Secretary 2
Bilingual Secretary 2

APPENDIX A (cont'd)

Salary Grade Job Title

34 Distribution Secretary 3
Elementary Secretary
Secretary 4
Purchasing Clerk
K-8 Secretary 4

35 Middle School Secretary 3
Financial Technician
Administrative Assistant
SPED Secretary 4
Accounts Payable Technician
Payroll Technician
Accounts Receivable Technician
Food Service Technician
Benefits Technician
Personnel Records Technician
Bilingual Technician

36 Administrative Assistant High School
General Director's Administrative Assistant
Senior Financial Technician
Payroll Administrative Assistant

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