

# AGREEMENT

between

THE BOARD OF EDUCATION  
ROCKFORD SCHOOL DISTRICT No. 205

and

Local 692 of Council 31 of  
The American Federation of State,  
County and Municipal Employees, AFL-CIO

July 1, 2007 through June 30, 2009

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**AGREEMENT**

This Collective Bargaining Agreement is made and entered into by Board of Education Rockford School District #205 and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31 for and on behalf of Local 692, hereinafter referred to as the "Union".

Should any part of this agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provisions shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree to renegotiate the invalidated part of such provisions.

**ARTICLE I - RECOGNITION**

**Section 1 - Recognition**

The Board recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours and working conditions for Paraprofessionals: Teacher paraprofessionals, Library paraprofessionals, Clerical paraprofessionals, Hall Monitors, Bilingual/Bicultural paraprofessionals, Early Childhood and Special Education paraprofessionals of the Rockford School District.

(Excluded are Noon Aides, Temporary Aides and Inactive Aides of the Rockford School District). Also excluded are those defined as supervisors, managers, conference employees, craft employees, short-term employees and students.

**Section 2**

For the purposes of this Agreement full-time is defined as any employee in the bargaining unit working a normal schedule of at least 30 hours per week for District #205 for a full school calendar year. Beginning with the 1992-93 school year, the Board will account for part-time seniority on a prorated basis.

**Section 3 - Union Exclusivity**

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for bargaining unit employees; nor shall the Employer negotiate with bargaining unit employees individually over their hours, wages and working condition, except as provided herein.

**ARTICLE II - UNION SECURITY**

**Section 1 – Check-off**

The Employer agrees to deduct bi-weekly Union Dues and P.E.O.P.L.E. contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions are made. The Union shall certify the current amount of deductions. The amount of the above employee deductions shall be remitted to AFSCME Council 31, 615 S. Second Street, P.O. Box 2328, Springfield, IL 62705-2328, after the deduction is made by the Employer with a listing of the employees, the employees' social security numbers, and the amount of the individual employee deduction(s).

**Section 2 - Fair Share Deductions**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, the proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Education Labor Relations Act. The fair share payment as certified by the Union shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted bi-weekly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

**Section 3 - Religious Exemption**

Should any employee be unable to pay his/her contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a

charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

#### **Section 4 - Notice and Appeal**

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law. Within five (5) days of the effective date of this contract, the Employer shall provide the Union with a current list of all bargaining unit employees who are not Union members, including their home addresses.

#### **Section 5 - Indemnification**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

### **ARTICLE III - UNION RIGHTS**

#### **Section 1- Activity During Working Hours**

When grievance meetings, labor management meetings and meetings of committees established by this contract are held at the Employer's request during working hours, then employees shall be paid for such time. This includes attendance at such meetings by employees acting as Union representatives, stewards, witnesses or grievants. Nothing shall prevent the Employer from holding such meetings outside of working hours.

#### **Section 2 - Access to Board Premises by Union Representatives**

Employer agrees that upon reasonable notice from the Union to Employer stating a reasonable purpose that a local representative and officer and AFSCME staff representative may have access to the premises of Employer so long as the same does not interfere with the educational process.

#### **Section 3 - Time off for Union Activities**

Local Union representatives shall be allowed reasonable time off without pay for legitimate Union business such as Union meetings, state or area wide committee meetings, state or international conventions, provided reasonable notice is given by such employee requesting time off to Employer and provided further that adequate substitutes are available. Reasonable notice is construed in this case as five (5) working days.

#### **Section 4 - Membership Meetings**

Upon reasonable notice, the Union may schedule Union meetings of the employees of the bargaining unit during times when said employees are not working at such meeting place within the Employer's buildings as is convenient and available. In the event additional custodial time is required by such meeting, the Union shall reimburse Employer for such expense.

#### **Section 5 - Union Bulletin Boards**

Employer shall continue to allow the Union to have a bulletin board for the use of the Union in each work location or space on existing bulletin boards on the basis of space available. Any materials posted must bear the letterhead of AFSCME.

#### **Section 6 - Board Mailing System**

The Union shall be permitted to use the interschool distributional facilities and services no more than twice a month during the school year. The Union shall be responsible for the delivery of materials to the central point and must identify the Union officer and address of the sender on the envelope or exterior portion of the material.

#### **Section 7 - Staff Directory**

All employees covered under this Agreement shall receive a staff directory as new ones are published.

#### **Section 8 - Information Provided to the Union**

Names and addresses of newly hired employees of the bargaining unit shall be provided to the Union within ten (10) days following School Board approval of their employment. The Board agrees to provide to the Union, following regular Board meetings, a copy of the Board personnel report.

### **ARTICLE IV - LABOR MANAGEMENT MEETINGS**

#### **Section 1**

The Union and Employer agree that where both parties agree that it is desirable to have a meeting concerning matters covered by this contract that such meetings shall be held at a convenient time and place with an agenda established by agreement between Union representatives and Employer representatives.

#### **Section 2**

- a. For the purpose of handling complaints and/or grievances, attending Labor/Management meetings and negotiations, and/or attending other meetings necessary for the smooth operation of the Employer, the Union shall be allowed to select their representative(s).
- b. NOTIFICATION - The Union shall notify the Employer of its designated stewards or Union representatives within thirty (30) days of the effective date of this Agreement and thereafter when changes occur.

## **ARTICLE V – SENIORITY, VACANCIES, TRANSFERS, LAYOFF AND RECALL**

### **Section 1 - Seniority**

Seniority for the purposes stated in this Agreement consists, for employees hired after July 14, 1992, of the employee's length of continuous service in a bargaining unit position with the Board of Education since his/her most recent date of hire. Seniority for employees on the payroll as of July 14, 1992, shall consist of the length of continuous service with the Board since his/her most recent date of hire.

### **Section 2 – Seniority List**

A list of employees and their seniority within each category shall be established and maintained by Employer's Personnel Department. Such list shall be available to the Union upon request.

### **Section 3 – Job Posting**

Bargaining unit vacancies at a school shall be posted at the school for two (2) days prior to the publication in The Communicator or posting in buildings District-wide. The Principal shall forward a copy of the posting to Human Resources at the same time the vacancy is posted internally at the school. Nothing herein shall prevent an applicant assigned to the school of the vacancy from transferring to the vacancy, in the discretion of the Principal with the employee's consent, subsequent to the internal posting at the school, without publication of the vacancy in the Communicator or a District-wide posting. When a permanent vacancy occurs in a job classification covered by this Agreement, which is not filled by an internal transfer, the Employer will publish it in the District #205 Newsletter or post a notice on building bulletin boards for a period of five (5) working days indicating that the position is vacant. Minimum qualifications shall be stated. An employee may apply for the position by completing a job application form.

All employees who apply for a posted job will be notified as to whether or not they were successful within a ten (10) day period following the filing of said position. The job will be posted continuously until filled unless the district cancels the job. Where there are qualified applicants for a position from within the Bargaining Unit, the District must select a qualified applicant in preference to maintaining a long term substitute.

### **Section 4 - Selection**

Qualified candidates from inside the District will receive first consideration over qualified candidates from outside the District for each vacancy. The applicant best qualified for the position shall have preference. In the event the qualifications of applicants are substantially equal, the applicant with the most seniority in the District shall be awarded the job.

### **Section 5 - Placements**

In the vacancy-filling process, transfers and surplus will be placed first prior to placement of recalls from lay off and new-hires.

The District will notify the Union of paraprofessional placement date(s), and the Union is allowed to attend and provide input.

### **Section 6 – Reinstatement of a Position Surplused**

In situations where a specifically identified position is reinstated and the employee who held that position at the time that the position was last in effect wishes to be reassigned to that position, the following shall govern: Within the application deadline in the round in which that position is first posted in The Communicator, the employee who held the job at the time that it was last in effect must notify the Director of the Human Resources Department that he or she desires to be reassigned to that position, and the employee will be placed in the position, provided he or she is qualified to hold such position. An employee who fails to follow this procedure will not be guaranteed the position.

### **Section 7 – Reduction in Force**

In accordance with the Illinois School Code, any employee being subject to a reduction in force will be given thirty (30) days advance notice by the District.

### **Section 8 - Lay Offs**

Lay offs shall be in the inverse order of seniority within the bargaining unit.

### **Section 9 - Recall**

In the event of recall, the employees who have been laid off shall be immediately notified. The one best qualified for the position shall have preference. In the event the qualifications of applicants are substantially equal, the one with the most seniority in the bargaining unit shall be awarded the job.

Employer shall maintain the list of laid off employees (including those passed over) for two years.

Employees shall not lose their place on the recall list if they refuse recall to a position of a different type than the one from which they were laid off. Employees have the obligation to keep their current, valid addresses and telephone numbers on file with the Human Resources Department to enable contact with them for purposes of recall. Human Resources shall call/write the number/address on file with the Human Resources Department and shall be considered to have fulfilled its "notification of recall" requirement in doing so, regardless of whether or not the number/address is valid at the time.

#### **Section 10 - Loss of Seniority**

There shall be no loss of seniority due to layoff or approved leave, except as otherwise provided in this Agreement. Provided however, that an employee who has been absent for a period in excess of eighteen (18) months shall be considered to have resigned from employment and that employee's seniority shall cease.

#### **Section 11 – Summer School**

Positions in summer school shall be filled first by senior most qualified candidates from inside the bargaining unit, and then from outside the bargaining unit. The employment of a laid off employee for summer school does not affect that employee's status on layoff.

All employees who apply for a posted job will be notified as to whether or not they were successful within a ten (10) day period following the filing of said position.

#### **Section 12**

Employer, although not guaranteeing reemployment for the following year, shall send a letter notifying those employees that are intended to be reemployed for the following year by May 15th of the ending school year.

### **ARTICLE VI - GENERAL DESCRIPTION OF DUTIES**

#### **Section 1**

The Employer and the Union will form a committee to discuss changes and updates in job descriptions for each job category. The responsibilities of each job and the qualifications necessary for each position shall be discussed by the committee. Each employee shall be furnished an updated copy of his/her job description upon request.

#### **Section 2**

Paraprofessionals' duties are to assist certified and other staff and contribute to the educational program. Although qualified paraprofessionals may be required to engage in the instructional program with students, either individually or as a class and conduct classes from time to time, the certified staff members shall be responsible and accountable for the educational program including formulating lesson plans, supervision of paraprofessionals and evaluation of students. Special Education paraprofessionals are included as "qualified" the same as Special Education Teacher paraprofessionals.

### **ARTICLE VII - HOURS OF WORK**

#### **Section 1 - Work Week**

Work week shall be defined as Monday through Friday.

#### **Section 2 - Work Day/Work Schedule**

Work day shall be defined as hours between 7:00 a.m. and 6:00 p.m. Hours of work are established by the Departmental Supervisor or Building Principal to fit the requirements of each school or program.

#### **Section 3 - Meal and Rest Periods**

All full-time employees shall have a duty-free uninterrupted, unpaid lunch period of thirty (30) minutes.

Full-time employees shall be entitled to a ten (10) minute break in the morning and ten (10) minute break in the afternoon to be established by their supervisors in order not to interfere with the educational process. No deduction from wages shall be made for break time.

#### **Section 4 – Institute Days/In-service/ Workshops**

While conference and institute days shall not be regular work days for the employees involved, those who are asked to come in and work and who do work shall be paid their regular wages.

Department supervisors or building principals may also ask employees to attend in-service training on conference days and institute days and those who do so shall be paid their regular wages. In-service training may also be held during regular work hours.

When a paraprofessional attends a workshop or seminar at the request of his or her supervisor, and the seminar or workshop is held on a day when the paraprofessional is scheduled to work, the paraprofessional will be compensated at his or her regular rate of pay for the time at the workshop or seminar. Provided, however, that the number of workshops and/or seminars for which a paraprofessional shall be compensated under this Section shall not exceed two (2) days per school year

On institute days and early release days during the school year, paraprofessionals employed under this contract may attend in-service/workshops when, in the sole judgment of the building principal, the appropriate area service director, and/or appropriate special education administrator, such attendance will be helpful to such paraprofessionals in the performance of their work. In those events, such paraprofessionals will be compensated for their attendance.

#### **Section 5 – Testing Days**

Testing days shall be regular days of work for employees. For those employees who are not providing assistance to students for such testing, the Principal or Principal's designee shall assign other work responsibilities. Testing days shall include those days on which students take final exams, ISAT, Prairie State, Stanford, or other required testing as designated by the District.

#### **Section 6 – Electronic Timekeeping**

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

1. 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.
2. Sick time may be used in thirty (30) minute increments for doctor appointments and illness (self and family). If the employee has exhausted sick time, the employee will be docked, but must also have prior approval from his./her supervisor.
3. Personal business leave may be used in one-hour increments.
4. 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 VIII - OVERTIME**

#### **Section 1**

Hours worked in excess of the employee's normally scheduled hours shall be paid at the employees' straight time hourly rate up to forty (40) hours a week. All hours worked in excess of forty (40) hours during a week shall be compensated at one and one-half (1-1/2) times their straight time hourly rate. Overtime hours are subject to the Departmental Supervisor's or Building Principal's prior approval.

#### **Section 2**

Overtime shall be paid in cash unless an employee requests compensatory time off. The Employer shall make every reasonable effort to grant the employee's request for compensatory time off as long as it does not interfere with the educational process.

#### **Section 3**

Employees shall have the right to refuse overtime if they have a prior commitment.

#### **Section 4**

The parties agree all time worked after the normal scheduled work day will be treated as straight time unless the employee has worked over 40 hours.

### **ARTICLE IX - SCHOOL CANCELLATION**

#### **Section 1 – Inclement Weather/Snow Day**

On a day when school is in session and the school is dismissed because of inclement weather or other emergency situations, and where in the discretion of the supervisor there is no work for the employee to do, the employee may leave and be paid for the remainder of the half day.

Should the cancellation occur during the first half of the day, the employee who leaves shall be paid for a half day; and should the cancellation occur during the second half of the day, the employee who leaves shall be paid for the whole day. Personal leave days may be used for inclement weather/snow days if the paraprofessional chooses.

#### **Section 2 - Emergency Days**

When schools are closed for emergencies which are not inclement weather/snow days (e.g., spread of disease/illness, water pipes frozen, no heat, etc.) and are days which will not be made-up in the calendar, staff will not suffer a loss of pay. This pay guarantee shall not apply in any single event beyond an initial five (5) working

days period. Personal leave days may be used for emergency days if the paraprofessional chooses in the event such days are otherwise not paid.

## **ARTICLE X - HEALTH AND SAFETY**

### **Section 1**

The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees.

### **Section 2**

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices, to insure employee safety, as well as that of co-workers.

### **Section 3**

An employee shall immediately report any unsafe working conditions or work practices to the appropriate supervisor. If the matter is not resolved, it will be taken by the Union to the Superintendent of Schools.

### **Section 4**

In the event the administration has been notified that a student has been diagnosed as having a transmittable disease which could affect employees and/or their children, this information shall be given to those employees who may be directly exposed to that student.

## **ARTICLE XI - RIGHTS OF EMPLOYEES**

### **Section 1**

The Illinois School Code provides that Boards of Education shall indemnify and protect employees of school districts against death and bodily injury and property damage, claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board of Education.

### **Section 2**

Appearances in court, under subpoena, in litigation matters arising out of a current employee's employment by the school district will not result in loss of wages or accumulated leave. The difference between regular wages and any subpoena or witness fees received will be paid by the Board. If time spent exceeds regular work day, affected employee will be compensated for all hours involved.

### **Section 3**

Whenever a staff member is absent from school as a result of physical incapacitation, hospitalization, or resulting court appearances and/or legal consultation caused by assault and/or battery of a staff member occurring within the scope of employment or while under the direction or supervision of the Board of Education or Administration, said staff member shall not be charged personal illness leave for such absences, if such absence is verified by a competent physician as solely related to the assault in question. No more than ten (10) days of such absence shall be allowed for any one occurrence.

## **ARTICLE XII - PERSONAL LEAVE**

### **Section 1**

All employees will be allowed three (3) of their sick days to use as personal leave for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. Up to six personal days may be accumulated for personal leave. Except in the case of emergency, personal leave shall be granted upon request with two days prior notice to the building principal or the appropriate supervisor except on the day preceding or following a legal or special holiday and/or the first or last day of school. In the event of an emergency, requiring personal leave, before or after a special holiday and/or the first or last day of school, a written request stating the reason shall be submitted to the Superintendent or a designee for approval in their sole discretion. Such personal leave shall not be used for casual or indiscriminate purposes. Casual or indiscriminate uses include but are not limited to taking vacations or earning an income from another source.

### **Section 2 - Bereavement Leave**

When death occurs in the immediate family of an employee, such employee, upon request will be excused for any three (3) normal scheduled days of work with pay immediately following the date of death. In addition, The employee may use any accumulated personal leave time. An employee's immediate family shall include: spouse, children, parents, brother, sister, grandparents, grandchildren, immediate in-laws, stepparents and stepchildren. The employee may use personal leave if he/she has it available.

### **Section 3 - Jury Service**

An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service will be excused from work. Such employee will be reimbursed the difference between his/her normal rate of pay for normal rate of pay for necessary time lost. Employee shall sign his/her jury duty check over to the District Financial Department and will then be paid his/her regular pay for the time spent on jury service as provided in this paragraph.

### **Section 4 - Medical Leave**

Employees who have exhausted their accumulated sick leave days, but are unable to report to or back to work because of continuous illness or injury may receive a disability leave without pay for a period of up to three (3) months, and may be extended up to a total of eighteen (18) months. To qualify for such leave, the employee must report the disability as soon as the need for leave becomes known.

During the medical leave, employees will retain seniority and health care benefits—as if they were actively working.

The employee on medical leave will be returned to the position he or she held prior to the leave, provided the employee gives notice and returns from the leave within ninety (90) days.

### **Section 5 - Temporary Paraprofessional**

The sub-para filling in while a paraprofessional is on leave is temporary and gains no rights to the position.

### **Section 6 - Family and Medical Leave Act**

Certain of the leaves provided in this agreement may be covered by the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will be available to all bargaining unit members who meet the eligibility requirements of the Act. The FMLA requires that eligible (i.e., employees employed at least one year and for at least 1250 work hours during that year) employees be provided with twelve (12) weeks of leave in any twelve (12) month period for qualifying events. Procedures for intermittent leave, notice requirements, medical certification, and forms to be submitted shall be according to District Policy.

Qualifying events under the FMLA are:

- 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 employee's spouse, parent or child; and
- d. The employee's own serious health condition.

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

### **Section 7**

A position of an employee on leave may be advertised and the vacancy filled after the employee has been on leave for ninety (90) days.

### **Section 8 – Maternity Leave**

- a. A regular classified employee who is pregnant may be entitled, upon request, to a leave without pay to begin at any time between the commencement of her pregnancy and the birth of her child. Said employee shall notify the Director of Human Resources in writing of her desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a certified copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform all of her required functions.
- a. The leave of absence shall become effective at the end of the last day of formal employment and may extend up to eighteen (18) consecutive calendar months without compensation.
- b. The employee must give sixty (60) days notice of her desire to return from maternity leave.
- c. The employee will return to the position held prior to the leave provided she gives notice and returns within ninety days of leaving.
- d. If the employee returns within the proscribed period of maternity leave or within a period of extension granted by the Director of Human Resources, she will retain all accumulated sick leave. Upon return the employee will return to the same level she had of her particular category in accordance with current salary policy and will retain, but will not accrue seniority while on leave. Upon return from leave, an employee shall be eligible for any vacant position for which the employee is qualified, and that no other more qualified senior employee has applied for. If no such vacancy is available, the employee shall remain on unpaid leave status until such time as a vacancy occurs for which the employee is qualified.

## **ARTICLE XIII - SICK LEAVE**

### **Section 1**

- a. IMRF-paying paraprofessionals (those working 600 hours or at least 3-1/2 hours per day, 5 days a week) receive 12 days sick leave per school year earned at the rate of 1.20 days per month.

- b. Non-IMRF-paying paraprofessionals (those working fewer than 600 hours or fewer than 3-1/2 hours per day) receive 6 days sick leave per school year earned at the rate of .6 days per month.
- c. Any paraprofessional who is subject to coverage under IMRF may accumulate sick leave for IMRF credited service purposes up to the amount of sick days that would increase credited service for retirement purposes.
- d. A sick day may be used for personal illness, quarantine at home, or serious illness or death in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians-

**Section 2**

For the purpose of computation of overtime, sick leave will be considered as time worked.

**Section 3**

If an employee has not exhausted his or her sick days, a physician's statement may be required for an absence of more than three (3) consecutive work days.

**Section 4 - Permanent Disability Benefits**

Payments for absence in connection with permanent disability are made in accordance with the Illinois Municipal Retirement Fund procedures for those who are eligible thereunder.

**Section 5 - Workers' Compensation**

Payments are made in accordance with the State law covering occupational injuries and diseases for those who are eligible thereunder.

**Section 6**

When an employee is absent for three consecutive work days, the absence will not automatically be designated as FMLA, but when the employee is absent for four or more consecutive work days, the absence will automatically be designated as FMLA.

**ARTICLE XIV - EDUCATION LEAVE**

**Section 1**

Any education paraprofessional who has been employed by the District for one (1) year shall be eligible for an educational leave for a period of four (4) years, provided they agree to return to the District for a period of two (2) years. Seniority will be maintained, but not accrued, during educational leaves and a paraprofessional on such leave must be registered as a full-time student in a course of study which will lead to continued employment with the District upon completion.

**Section 2**

During the course of an educational leave, a paraprofessional on such leave may continue group health care and dental coverage by paying the cost thereof to the Board of Education.

**Section 3**

Paraprofessionals will have access to tuition waivers when they are available.

**ARTICLE XV - HOLIDAYS**

**Section 1**

Employees working twenty-five (25) hours or more a week shall be compensated with pay for all holidays that are listed in the approved school calendar. To qualify for holiday pay, employees must work the day before and the day after the holiday.

Such days may include:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- M.L. King's Birthday
- Lincoln's Birthday
- Casimir Pulaski Day
- Good Friday
- Memorial Day

Bargaining unit members employed by the Board of Education as paraprofessionals over July 4th will be eligible for the July 4 holiday.

In the event that the District's calendar includes Casimir Pulaski's Birthday, and in the event the District receives a waiver for Casimir Pulaski's Birthday and school is conducted, then bargaining unit members shall work on Pulaski's Birthday and shall receive an additional day on Christmas Eve Day.

Bargaining unit members are guaranteed 12 holidays per school year, and 13 for those working the school year and summer school.

## **Section 2**

To be eligible for holiday pay, an employee must work the last scheduled work day before and after the holiday. However, if an employee has a verifiable illness on the day before/after a holiday, the building administrator can recommend payment of holiday pay for a particular employee.

## **Section 3**

The last scheduled work day before and after a holiday will be considered to have been worked if an employee is on leave for bereavement or on jury duty or in court under subpoena under Article XI, section 2 of the Contract.

## **ARTICLE XVI - NON-DISCRIMINATION**

### **Section 1 - Board Policy Against Discrimination**

Employer has passed a non-discrimination policy as follows:

"There shall be no discrimination against any employee because of age, sex, color, race, nationality, marital status, physical handicap, religion, or religious affiliation in the employment, assignment, promotion, or dismissal. Employees shall not be limited in the exercise of rights afforded by law. Compliance shall be with all federal and state laws requiring non-discrimination.

Appropriate rules and regulations shall be developed by the administration for the effective implementation of said laws."

### **Section 2 - Union Activity**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by this Agreement, or on account of membership or lawful activities on behalf of the Union.

## **ARTICLE XVII - PERSONNEL RECORDS**

Although it is recognized that certain personnel records must be kept at each work station for each employee covered by this Agreement, there shall be only one official personnel file kept by employer in the Human Resources Department of employer, and all evaluations are to be placed in this file. Upon reasonable notice during office hours, an employee or a Union representative who has been authorized in writing by the employee may examine the official personnel file of employee. The Union and the employees shall not abuse the privilege by repeated examinations. In the event copies are requested by the Union or employee, they shall pay the usual and customary rate to the employer for such copies.

The contents of an employee's official file shall not be released to another employer without the express written permission of that employee. Employer shall give notice to employee at employee's last known address of any materials placed in employee's official personnel file.

## **ARTICLE XVIII - DISCIPLINE AND REMEDIATION**

### **Section 1 - Misconduct**

a. Discipline. The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (1) Oral reprimand;
- (2) Written reprimand;

Oral and written reprimands shall be recorded on a standard form.

- (3) Written suspension;
- (4) Written discharge.

All reprimands, including oral reprimands, will be documented and a copy given to the employee and a copy sent to the Chief Steward.

Discipline is the sole and exclusive responsibility of the employer. However, no employee shall be disciplined or discharged except for just cause. While progressive discipline is preferable, there may be instances where it cannot be applied and where the employer is warranted in taking more severe disciplinary action immediately including discharge.

b. Manner of Discipline. If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee.

- c. Representation. Employees shall be allowed Union representation at any meeting or interview which he/she feels may result in discipline. No such meeting shall be delayed more than two (2) working days.
- d. Polygraph. No employee shall be required to take a polygraph examination as a condition of obtaining or retaining employment.
- e. Removal of Discipline. On request of employee any written warning shall be removed from an employee's record if from the date of the last such written warning one year passes without employee receiving any additional discipline.

### **Section 2 - Lack of Performance**

The Board and the Union agree that employees should perform their assigned duties at a satisfactory level. Prior to the evaluation of an employee as unsatisfactory, the following should occur:

- Oral warning of inadequate performance — documented by supervisor and to be initialed by employee
- Written warning of inadequate performance

When the work performance of the 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 draw up a remediation plan. Such bargaining unit employee shall have the right to invite a union representative to be present at that meeting. A copy of the proposed remediation plan shall be forwarded by the Human Resources Administrator to the Union President. The remediation plan shall be implemented for a period not less than sixty (60) working 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, a union 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 3 - New Employees**

1. A new employee shall be denominated a "probationary" employee. A probationary period for all such new employees shall begin on the first day of employment and end after the employee has completed ninety (90) work days of employment. A probationary employee may be discharged or disciplined by the Board without recourse at any time prior to the end of the probationary period.
2. A probationary employee's access to the grievance procedure will be limited to grievances related to pay, benefits and hours of work. Upon successful completion of the probationary period, the employee's name will be placed on the seniority list.

## **ARTICLE XIX - GRIEVANCE PROCEDURE**

### **Section 1 - Grievance**

- a. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or arising out of other circumstances or conditions of employment.
- b. Grievances may be filed by the Union on behalf of an employee, a group of employees or itself, setting forth name(s) or group(s) of the employee(s).

### **Section 2 - Grievance Steps**

#### **Step 1:**

- a. Grievances shall be presented in writing to the Grievant's building level supervisor not later than ten (10) working days from the date the Grievant became aware of the occurrence giving rise to the complaint. The supervisor shall render his or her written response to the Grievant within five (5) working days after the Grievant was originally presented.
- b. Some grievances which are not directly related to a person's job such as those relating to payroll or insurance may be more easily addressed by first presenting them in writing to the involved administrator or supervisor rather than to the Grievant's supervisor. The Grievant's administrator or supervisor shall have five (5) working days within which to hold a hearing and/or present a written decision on the grievance to the Grievant and Union.
- c. If no written decision has been rendered within the time limits indicated within a step, then the grievance may be progressed to the next step.

#### **Step 2:**

In the event the grievance is not resolved in Step 1, it may be presented in writing to the next level of supervision involved or the Human Resources Department within five (5) working days from the Step 1 response or the date the Step 1 response was due, whichever is earlier. The second level of supervision shall respond to the Grievant in writing within five (5) working days.

#### **Step 3:**

If the grievance or dispute is not resolved in Step 2, it may be presented by the Union to the Superintendent of Schools or his designee in writing within five (5) working days after receipt of the Step 2 response or after the Step 2 response was due, whichever is earlier. Within five (5) working days after receipt of the grievance, the parties shall meet to attempt to resolve the grievance. The Superintendent of Schools or his designee shall render a written response within ten (10) working days following the meeting.

**Step 4:**

- a. If the grievance is not resolved at Step 3 within ten (10) working days after receipt of the Step 3 response or after the Step 3 response was due, whichever is earlier, the Union may refer the grievance to arbitration. Under the rules of the American Arbitration Association, the Arbitrator's decision and award shall have the effect as prescribed in the Arbitration Act of the State of Illinois.
- b. The Arbitrator shall have no authority to change this agreement in any way.
- c. The expenses and fees of the Arbitrator and the American Arbitration Association shall be shared equally between the parties. The parties shall pay their own attorneys fees and witness fees, if any.
- d. The time limitations within which to present the grievance or to appeal to the next level or to refer to arbitration are jurisdictional.
- e. It is agreed that a representative of AFSCME may appear on behalf of any employee in the procedures outlined herein.

**Section 3 - Time Limits**

- a. 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 treated as withdrawn grievances.
- b. Time limits at any or for any hearing may be extended by mutual agreement of the parties involved at that step.

**ARTICLE XX - NO STRIKE-NO LOCKOUT**

**Section 1 - No Strike**

During the term of this Agreement, there shall be no strikes, work stoppages or slow-downs.

**Section 2 - No Lockout**

No lockouts of employees shall be instituted by the Board of Education during the term of this Agreement.

**ARTICLE XXI - PRINTING OF THE AGREEMENT**

The Employer shall have this contract printed in booklet form and the Union shall be provided with sufficient and extra copies for distribution to employees. Except for reasonable cause shown by the Employer, employees shall receive copies within 60 days of District ratification.

**ARTICLE XXII - WAGES FOR PARAPROFESSIONALS**

**Section 1 – “Highly Qualified” Paraprofessionals**

Paraprofessionals who are credentialed as “Highly Qualified” under the Federal No Child Left Behind Act or any subsequent law revising that Act shall be compensated as follows; effective July 1, 2007:

- A. Starting rate: \$9.25 per hour.
- B. Employees earning less than \$9.25 per hour (2006-07 schedule) shall move to the \$9.25 rate, but in no case shall receive less than a \$0.75 per hour increase. All other employees shall receive a \$0.75 per hour raise. This \$0.75 per hour raise is added to the employee's 2006-2007 earned rate, not any step increase on the 2006-2007 wage schedule caused by entry into the 2007-2008 school year.
- C. Employees who obtain “Highly Qualified” status during the course of a school year shall receive the then applicable raise negotiated for “Highly Qualified” employees when the employee obtains such status.
- D. “Highly Qualified” paraprofessionals shall receive a general wage increase of 3% on July 1, 2008, and the starting rate shall be \$9.53 effective July 1, 2008.

**Section 2 – “Non-Highly Qualified” Paraprofessionals**

Paraprofessionals not covered under Section 1, above, shall be frozen at the wage rate they received during the 2006-2007 school year until such time as they obtain “Highly Qualified” status. The starting rate for “Non-Highly Qualified” paraprofessionals hired during the term of this agreement is the appropriate rate appearing on the 2006-2007 wage schedule at step 1. Such “Non-Highly Qualified” paraprofessionals shall be frozen at the starting rate until they obtain “Highly Qualified” status.

**Section 3 – Salary Credit Workshops**

The parties to this Agreement shall establish a joint committee to review and study the utilization of salary credit workshops.

**Section 4 – Longevity**

For each five (5) years of service there shall be an increase of two percent (2%) on their base rate for eligible employees. Employees become eligible for longevity on their particular anniversary of certification of their appointment with the District.

**Section 5**

Additional Compensation for Approved Salary Credit Workshops

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Credits	5	10	15	20
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Salary X	+2%	+2%	+2%	+2%
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**Section 6 - Review of Earned Credits**

There shall be a semi-annual review of salary credits earned through Board approved workshops by paraprofessional staff members. The review shall be made at the beginning of each semester.

Salary adjustments shall be made as soon as possible following each semi-annual review. Such adjustments shall be retroactive to the first pay period of said semester.

**Section 7 - Receipt of Wages**

Employees will be paid every other Friday or according to the established Board policy.

**Section 8 - Errors in Pay**

Any errors in the computation of the wages of members shall be corrected as soon as possible upon discovery of the error and an adjustment to correct the error shall be included in the next pay period. A failure to issue a regular paycheck (for regular hours worked) shall be promptly remedied by issuance from payroll of a special payroll check, provided the affected employee has timely submitted all necessary information on hours worked.

**Section 9 - Computation of Wages**

Employees shall receive hourly compensation in accordance with the salary schedule computed in accordance with Federal and State Law and Board of Education policy.

**Section 10 - Mileage**

Employees who are required to use their personal automobiles while in the course of their employment and/or in authorized service to the District shall be reimbursed at the employee business miles rate periodically established by the Internal Revenue Service. Employees must comply with minimum insurance requirements as established by state law.

**ARTICLE XXIII - INSURANCE**

**Section 1**

Bargaining unit employees whose normal work schedule is thirty (30) hours or more per week are eligible for insurance coverage. For those employees, the Employer shall provide \$20,000 life insurance at no cost to the employee; and shall offer dental insurance and \$1,000,000.00 major medical coverage at a cost to the employee as follows:

Effective July 1, 2007, through June 30, 2008, each insured member shall pay for health/dental insurance in accord with the schedule appearing below:  
(payable over a nine month period)

	HRA	PPO		
Employee	\$0	\$240.00	Employee/Child	\$240.00 \$300.00
Employee/Spouse	\$300.00	\$420.00		
Family	\$360.00	\$480.00		

Effective July 1, 2008, through June 30, 2009, each insured member shall pay for health/dental insurance in accord with the schedule appearing below:  
(payable over a nine month period)

	<u>HRA</u>	<u>PPO</u>
Employee	\$0	\$285.00
Employee/Child	\$285.00	\$345.00
Employee/Spouse	\$345.00	\$465.00
Family	\$395.00	\$525.00

**Section 2**

Employees who are eligible according to the state law will be covered by IMRF.

**Section 3**

Health care coverage eligibility at thirty (30) or more hours per week is determined by accumulating all hours worked by an employee in the service of the Board of Education. It is not necessary that all such hours be in positions covered by this Collective Bargaining Agreement.

**ARTICLE XXIV - TERMINATION**

This Agreement is effective from July 1, 2009, and shall continue in effect through midnight June 30, 2009, and from year to year thereafter unless either party hereto notifies the other in writing no later than April 1, 2009, or any April 1 thereafter, that it desires to terminate or otherwise modify this Agreement.

**BOARD OF EDUCATION**

\_\_\_\_\_  
Nancy Kalchbrenner, *President*

\_\_\_\_\_  
Jay Nellis, *Vice-President*

\_\_\_\_\_  
David L. Kelley, *Secretary*

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Robert J. Evans, *Board Member*

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Alice Saudargas, *Board Member*

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Mrs. Jeanne Westholder, *Board Member*

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Michael J. Williams, *Board Member*

**AFSCME LOCAL 692  
NEGOTIATING TEAM**

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Jay Ferraro, AFSCME Council 31 Staff Representative

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Kathleen Swanson, President

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Elizabeth Christensen, Vice-President

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Brumettia Wilson, E-Board Member

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Jennifer Haynie, Secretary

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Vernett Guerin, E-Board Member

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Nancy Elmers, E-Board Member

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Laurie Freeman, E-Board Member

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Gloria Sturgis, E-Board Member

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Norman Hines, Member