

AGREEMENT

between

THE BOARD OF EDUCATION OF THE
ROCKFORD PUBLIC SCHOOLS
DISTRICT NO. 205

and

Local 3210 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 the Board of Education Rockford School District No. 205 and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31 for and on behalf of Local 3210, hereinafter referred to as the "Union."

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 Routine Workers, Meat Cooks, Bakers, Vegetable Cooks, Baker Helpers, Meat Cook Helpers, Vegetable Cook Helpers, Coordinators, Managers, Head Cashier and Cashier of the Rockford School District. Also included are substitute employees who provided services in at least two (2) consecutive quarters in the calendar year 2000 and those substitutes who provide services in at least two (2) consecutive quarters in any calendar year falling within the term of this contract.

Excluded are those defined as supervisors, short-term employees as defined by the Educational Labor Relations Act, and substitute employees who did not provide services in at least two (2) consecutive quarters in the calendar year 2000, and those substitutes who do not provide services in at least two (2) consecutive quarters in any calendar year falling within the term of this contract; as determined by the Illinois Educational Labor Relations Board in Case No: 2001-RC-0016-C.

Section 2- 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.

Section 3 – Orientation

The Union will be offered the opportunity to have its representative present when the District conducts an orientation for new bargaining unit employees.

ARTICLE II - EFFECT OF AGREEMENT

The parties agree that the terms and conditions of this Agreement represent the entire, full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment hereto. Should any part of this Agreement or any provision(s) 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 III - UNION SECURITY

Section 1 - Checkoff

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; provided, however, that this obligation does not apply to any substitute worker who is covered by this Agreement unless the Union requires dues be deducted only in weeks worked by the substitute employee.

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 of 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 IV - MANAGEMENT RIGHTS

The management of the Food Service Department and the direction of the work force, including the right to plan, direct and control food service operations; to determine when work is to be performed and to schedule and assign such work; to determine, revise, or eliminate any or all means, methods, processes, materials and schedules of production; and to determine number and size of crews; are rights solely of the District and are not abridged by any provision of this Agreement.

All other rights not listed here are retained by the District, unless specifically nullified or limited by a provision of this Agreement.

ARTICLE V - 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, 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 have made available to them at the site where they are assigned to work 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. Within a reasonable time following the ratification and approval dates of this first Agreement, and once a year upon request by the Union, a list of all bargaining unit employees' names, and addresses will be provided to the Union.

ARTICLE VI - 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, 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 VII - VACANCIES, LAYOFF AND RECALL

Section 1 - Seniority

Seniority for the purposes stated in this Agreement consists of the employee's length of continuous service in the bargaining unit with the Board of Education since his/her most recent date of hire; provided, however, that for those employees who were employed in the Food Service Department prior to the recognition date of the Union, seniority also includes length of continuous service with the Board of Education during the non-union-recognized period.

Section 2

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

In the event of recall or vacancies, the employees who have been laid off shall be immediately notified. Selection will be based on qualification, with the most qualified recalled or selected first. The determination of most qualified remains at all times with the District. In the event the qualifications of the laid-off employees are substantially equal, the one with the most seniority in the bargaining unit shall be awarded the job.

Section 4

There shall be no loss of seniority due to layoff or approved leave, except as otherwise provided in this Agreement.

Section 5 - Job Posting

Bargaining unit vacancies at a school of at least two and one-half (2 ½) hours shall be posted at all kitchens for three (3) work days. Individuals interested in the positions shall contact the Food Service Director by phone and submit his or her application in writing to the Food Service Director within the three (3) work day period. Nothing herein shall prevent an applicant assigned to the school of the vacancy from requesting a transfer to the vacancy. Consideration shall be given to applicants who are already assigned to the location that has the vacancy.

In the event of a reduction of bargaining unit positions, the District is permitted to assign a displaced employee to a vacancy comparable to the position he/she is being reduced from, if one is available, without complying with this section's posting requirements and vacancy filling process. In the absence of a comparable vacancy for the displaced employee, regular reduction in force procedures shall apply.

All employees who apply for a posted job will be notified as to whether or not they were successful.

Section 6

Bargaining unit members may apply for an out-of-building transfer at any time.

Section 7 - Reduction in Force

If the District decides to decrease the number of bargaining unit employees, written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested, or personal delivery, with receipt at least thirty (30) days before the employee is reduced or dismissed, together with a statement of honorable dismissal and the reason therefore. The employee with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first. If the District has any vacancies within two calendar years from the beginning of the following term, the positions thereby becoming available within a specific category of a position shall be tendered to the employees so removed or dismissed from that category of position, so far as they are qualified to hold such positions.

ARTICLE VIII - GENERAL DESCRIPTION OF DUTIES

Section 1 - Job Description

Each employee shall be furnished a copy of his/her job description at the start of each school year upon request.

Section 2 - Uniforms

All bargaining unit employees are required to wear a uniform consisting of shirt, apron, pants and visor; the colors, styles, and fabrics of which the District will select after considering suggestions from the Union. The District, after completion of the employee's probationary period, receipt of an acceptable evaluation and finalization of the District's

required medical examination, will issue each bargaining unit employee four shirts, two aprons, and two visors every two years. Additional shirts and/or visors may be purchased from the District by bargaining unit employees. Such purchase is at the option of the employee. The shirt will be a "wash and wear" fabric not requiring dry cleaning. Bargaining unit employees are also required to wear pants in conformance with the uniform color, style and fabric; the District does not currently offer pants for purchase. Bargaining unit employees are responsible for maintaining/cleaning their own uniforms.

Section 3 – Transferred or Promoted Employees

An employee who transfers or is promoted to another position is subject to being removed from the position by the District if, within the first sixty (60) calendar days of the transfer or promotion, the employee does not exhibit satisfactory performance.

During the first sixty (60) calendar days of an employee's promotion to a new position, the promoted employee may ask to be reassigned if the employee believes the duties of the new position are too difficult. The District will consider the promoted employee's request and, if granted, will return the employee to his or her former position, if available, or to a position comparable to the position the promoted employee formerly held.

Section 4 - Request for Job Audit

If an employee believes that the dynamics of the employee's position have changed such that the employee believes the length of his or her scheduled shift should be reviewed, the employee may submit to his or her supervisor a written request to have the employee's position reviewed. The employee may wish to have concurrence of the employee's manager or coordinator, but such is not required. The supervisor will then go to the employee's job site and conduct a job audit of the employee's position. The supervisor will decide whether the length of the employee's scheduled shift should change. If the employee is not satisfied with the supervisor's decision, the employee may submit a written request for review with the Food Service Director, who will review the matter and, if the employee requests, meet with the employee to discuss it. The decision of the District shall be final.

ARTICLE IX - 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 6:00 a.m. and 6:00 p.m. Hours of work are established by the District to fit the requirements of each school or program.

Section 3 - Meal and Rest Periods

All employees who work a minimum four (4) hours in a day shall have a duty-free uninterrupted unpaid lunch period of no less than thirty (30) minutes, at a time scheduled by the District. Each employee will be provided an earned meal. Each employee will be provided an earned meal from the published Type A student lunch (which excludes ala carte items). All food items must be eaten in the school cafeteria.

Employees who work a minimum of six (6) hours in a day shall be entitled to a fifteen (15) minute break, the time for which will be established by the District in order not to interfere with District operations. No deduction from wages shall be made for break time.

Section 4 - Attendance, Punctuality and Dependability

In order for the District to operate smoothly, it is important that employees attend work as scheduled. The parties agree that regular and reliable attendance is an essential function of each job in the bargaining unit. Employees are expected to be at work on all scheduled workdays during all scheduled work hours. If an employee is going to be absent or late, he or she must call his/her manager prior to the employee's scheduled starting time to notify the Employer that he or she will be absent or late, as follows:

- a. If the employee is working a shift of three and one-half (3 ½) or more hours, prior notice must be given at least one (1) hour before the employee's scheduled start time.
- b. If the employee is working a shift of less than three and one-half (3 ½) hours, prior notice must be given at least two (2) hours before the employee's start time.

When, because of an unforeseeable emergency only (e.g., flat tire, auto breakdown, late appearing child's illness causing child to miss school/child care, bus breakdown, etc.), an employee cannot notify the Employer before the employee's scheduled starting time that he or she will be absent or late, the employee must notify his or her manager no more than one-half hour after the start of his or her scheduled starting time. Employees who fail to contact their immediate manager for three (3) consecutive days will be deemed to have voluntarily resigned. Managers and production workers who know that they will be unable to report to work the next work day should make every effort to so inform their supervisor no later than the night before the affected work day. For all late arrivals, the manager/coordinator shall document the exact starting time on the time sheets. For every fifteen (15) minutes of accumulated tardiness, the manager/coordinator shall deduct that time from the payroll sheet.

Section 5 - Work Rules

Employees covered by this Agreement will observe such reasonable rules as may be established by Management for the health, safety, and welfare of the District and its employees. The District will notify the Union of any changes in the rules prior to posting the rules. Upon request of the Union, the parties shall meet so the Union can provide its input on the work rules. Work rules shall be equitably applied and shall not conflict with any specific provisions of this Agreement.

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 X - OVERTIME

Section 1

"Overtime hours" worked by a bargaining unit employee shall be paid at one and one-half (1-1/2) times the employee's straight time hourly rate. "Overtime hours," as used in this Agreement, is defined as any hours in excess of forty per week. The Departmental Supervisor approval must be obtained prior to working overtime. The parties agree that all time worked after the normal scheduled work day will be treated as straight time unless the employee has worked over forty hours in a one-week period.

Section 2

Overtime shall be paid in accordance with the Employer's normal payroll period.

Section 3

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

ARTICLE XI - SCHOOL CANCELLATION

On a day when school is in session and the school is dismissed at 12:00 noon or thereafter because of inclement weather or other emergency situations, and where the supervisor sends the employee home at 12:00 noon or thereafter, and where the dismissal time occurs prior to the end of the employee's regularly scheduled shift, the employee will be paid for the remainder of his or her unworked scheduled shift. On a day when school is in session and the school is dismissed prior to 12:00 noon because of inclement weather or other emergency situations, and where the supervisor sends the employee home prior to 12:00 noon, the employee will be paid for time worked, but will not be paid for the remainder of his or her unworked scheduled shift.

Should the entire school day be canceled, employees scheduled to work will not be paid. Employees may use personal leave for such days.

ARTICLE XII - 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.

ARTICLE XIII - 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 bargaining unit employee 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 committed by a student occurring within the scope of employment or while under the direction or supervision of the Board of Education or Administration, said bargaining unit employee 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 XIV - LEAVE FROM WORK

Section 1 - Personal Leave

1. Two of the twelve (12) sick days, for employees covered by Article 13, Section 1(a); or one of the six (6) sick days, for employees covered by Article 13, Section 1(b); may be used by bargaining employees for personal leave for purposes of conducting personal affairs which cannot be transacted on weekends or after school hours.
2. 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 personal use, but no more than two (2) personal leave days may be used at any one time.
3. 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 business days notice is provided. Personal business days may be used by employees for personal leave for the purpose of handling personal affairs which cannot be transacted on weekends or after school.
4. 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 days prior to the day off requested. Personal leave is not provided for casual or indiscriminate use.

Section 2 - 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 hours missed due to actual performance of the jury service/examination and the amount received by the bargaining unit employee by the government for performing the jury service/examination.

Section 3 - 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 twelve (12) months. The employee must report the disability as soon as the need for leave becomes known.

During the medical leave, employees will retain seniority as if they were actively working.

Section 4 – Unpaid Leave and Family and Medical Leave Act

- a. The Superintendent may grant requests for unpaid leaves of absence for any valid purpose for up to one 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 reemployment in a similar position upon expiration of the leave or, if a similar position is not available, in the closest vacant position then available.

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 (e.g., employed for at least 12 months immediately prior to the leave for at least 1250 work hours). The FMLA requires that eligible 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, job protection, and forms to be provided shall be according to District Policy.

Qualifying events under FMLA are:

1. The birth and first-year care of a child;
2. The adoption for foster placement of a child;

3. The serious health condition of an employee's spouse, parent or child; and
4. The employee's own serious health condition.

b. **Maternity Leave for Employees Who are Not Eligible for Leave Under FMLA**

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. The leave of absence shall become effective at the end of the last day of paid employment (which period also includes sick leave for any period of disability attributed to her pregnancy) and may extend up to thirty (30) consecutive calendar days without compensation. She shall continue to be eligible for insurance benefits during this thirty day period provided she pays the required active employee contribution/premium.

ARTICLE XV - SICK LEAVE

Section 1

- a. IMRF-paying bargaining unit employees (those working 600 hours or at least 3-1/2 hours per day, 5 days a week) receive maximum of 12 days sick leave per school year.
- b. Non-IMRF-paying bargaining unit employees (those working fewer than 600 hours or fewer than 3-1/2 hours per day) earn up to a maximum of 6 days sick leave per school year.
- c. Any bargaining unit employee 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.

Section 2 - How Sick Leave is Calculated

- a. Bargaining unit employees covered by Section 1(a) of this Article who are employed fewer than two (2) full years shall be credited with three (3) sick days upon hire or the first day of school, and shall earn one (1) sick day per month for each of the ten (10) months of the school year in which they are employed, up to a maximum of twelve (12) sick days per year.
- b. Bargaining unit employees covered by Section 1(a) of this Article who are employed two (2) or more years and on the payroll at the start of the school year shall be advanced six (6) sick days at the beginning of the school year, and six (6) sick days on January 1 of the school year if on the payroll on January 1.
- c. Bargaining unit employees scheduled to work at least ten (10) hours and less than seventeen and one-half (17-1/2) hours per week who are employed fewer than two (2) full years shall be credited with one and one-half (1½) sick day upon hire or the first day of school, and shall earn one-half (½) sick day per month for each of the ten (10) months of the school year in which they are employed, up to a maximum of six (6) sick days per year.
- d. Bargaining unit employees scheduled to work at least ten (10) hours and less than seventeen and one-half (17-1/2) hours per week who are employed two (2) or more years and on the payroll at the start of the school year shall be advanced three (3) sick days at the beginning of the school year, three (3) sick days on January 1 of the school year if on the payroll on January 1.
- e. A sick day may be used when the employee is sick, or when the employee is unable to come to work because he or she must care for a sick spouse, child or parent of the employee; or due to the serious illness of a family member. Family member is defined as spouse, child, grandchild, parent, grandparent, sibling, step-child, step-parent, mother-, father-, sister- or brother-in-law, and grandparent-in-law.
- f. Bereavement Leave - When a death occurs in an employee's family (as defined immediately above in § 1e), such employee shall be excused for up to three (3) consecutive days with pay following the date of the family member's death for the purpose of attending a funeral and/or handling family obligations related to the family member's death. The employee shall convey his/her need for such leave to his/her supervisor as soon as he/she is able to do so.

Section 2- 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 there-under.

Section 3- Workers' Compensation

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

Section 4

A physician's statement may be required for an absence of three (3) or more consecutive work days.

Section 5

When an employee has exhausted all of his/her sick leave and exceeds his/her allotted sick days, the District will take the following steps:

When completely out of sick days:

- 1st occurrence – verbal warning
- 2nd occurrence – written warning
- 3rd occurrence – three day paper suspension
- 4th occurrence – five day paper suspension
- 5th occurrence – termination

Exceptions –

1. Any approved leave;
2. Documented emergency room/hospital stay of employee or employee's spouse, child or parent;
3. Workers Compensation;
4. Court Proceedings; or
5. Outpatient Surgery.

Discipline issued to employees under the Sick Day Policy carries over from school year to school year. However, if an employee goes 75 work days without incurring any discipline, he/she shall have one occurrence removed from consideration. Thereafter, for each successive 75 work day period which passes without the occurrence of any discipline, an additional occurrence shall be removed from consideration. In the event twelve (12) consecutive months pass without incurring any discipline under the Sick Day Policy, all the disciplines he/she has will be removed from consideration, and the employee will start over on progressive discipline.

Any District-authorized exceptions shall be in writing and available for the Union to review.

ARTICLE XVI - HOLIDAYS

All employees except substitutes shall be compensated with pay for a holiday provided the employee works his/her regularly scheduled work day before and regularly scheduled work 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

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.

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, on jury duty, in court under subpoena (under Article XIII, section 2 of this Contract) or (in the sole discretion of the District) in the event of an emergency.

ARTICLE XVII - NON-DISCRIMINATION

Section 1 - Board Policy Against Discrimination

The 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.

Section 3 - Equal Employment Opportunity

The District is an equal employment opportunity Employer. In employment decisions including, but not limited to, hiring, promotion, demotion, lay-off, recall, discipline and termination, the District will not discriminate against employees or applicants for employment on the basis of race, color, sex, national origin, ancestry, religion, age, handicap/disability, marital status, unfavorable discharge from the military service, or for any other unlawful reason.

Section 4 - Reasonable Accommodation

Consistent with the philosophy of the District and the requirements of the Americans with Disabilities Act (ADA) and the Illinois Human Rights Act, the District will provide a "reasonable accommodation," to qualified individuals with disabilities who can otherwise perform the involved job's essential functions.

When a qualified individual with a disability believes that he/she may be able to perform the job's essential functions but cannot do so without a "reasonable accommodation," the individual should address such a request in writing to the involved Supervisor or to the Human Resources Department. Once such a request for a "reasonable accommodation" has been made, the District will consider the appropriateness of the requested accommodation and whether such an accommodation can be granted without creating an undue hardship.

Section 5 - Anti-Harassment Policies

It is the policy of the District to provide employees with an environment free from all forms of unlawful harassment. The District has a policy prohibiting sexual, racial and other forms of unlawful harassment. All forms of unlawful harassment are prohibited.

Section 6 - Complaint Procedure and Investigation

If an employee believes that he or she has been the victim of unlawful harassment, the employee should immediately make a verbal or written complaint to his or her immediate supervisor or Nondiscrimination Coordinator. If the employee is uncomfortable with reporting a complaint to his or her immediate supervisor or to the Nondiscrimination Coordinator, the employee may report the complaint to any other supervisor. In all cases, an employee making a complaint of harassment is permitted to by-pass the person perpetrating the harassment in the complaint procedure. The District will conduct an investigation of the employee's complaint, and the matter will be kept confidential to the extent possible.

An individual will not be retaliated against for making a report under the anti-harassment policy or for participating in a harassment investigation. The District will take prompt corrective action against an employee who is found to have participated in sexual, racial or other forms of prohibited harassment. Violators of this policy will be subject to discipline, up to and including termination.

ARTICLE XVIII - OTHER POLICIES

Section 1 - Drug-free /Alcohol-free Workplace

The District has a Drug-Free/Alcohol-Free Workplace Policy, and employees are required to adhere to the Policy. When there is reasonable evidence to suspect that an employee has reported to work or is working under the influence; when an employee is involved in job-related injury or illness; or when an employee is involved in a job-related incident involving an apparent violation of a safety rule or standard which did or could have resulted in serious injury or property damage; the employee will be subject to substance screening.

Section 2 - Workplace Inspections

It is the policy of the District, when deemed necessary by management, for authorized persons to search and inspect both District-owned or District-controlled property, equipment and/or areas as well as property brought on to District property by employees, contractors, vendors or others. A refusal to cooperate in an inspection may result in disciplinary action up to and including termination.

Section 3 - Visitors Policy

Employees are prohibited from having visitors (such as friends, relatives, and/or other individuals whose purpose is not related to the employee's work) while working, except in an emergency situation. Employees are responsible for informing friends, relatives, etc. of this policy. Violations of this policy may subject the employee to discipline up to and including termination.

Section 4 - Automatic Termination If Away from Work for 12 Consecutive Months

An employee who has been absent for whatever reason or reasons for a period exceeding twelve (12) consecutive months will automatically be terminated from the District's employ.

ARTICLE XIX - 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 XX - DISCIPLINE

Section 1 - Misconduct

Discipline. The Employer agrees with the tenets of progressive and corrective discipline.

a. 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, a written warning shall be removed from consideration in an employee's record if one (1) year has passed from the date of that written warning without the employee having received any discipline.

Section 2 - New Employees

Any new employee shall be deemed a "probationary" employee. The probationary period for all such employees shall begin on the first day of employment and end sixty (60) calendar days thereafter. A probationary employee may be discharged or disciplined by the Board, 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 XXI - 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 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 grievance 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 within five (5) working days from the Step 1 response or the date the Step 1 response was due, whichever is earlier. The parties shall meet to attempt to resolve the grievance. The second level of supervision shall respond to the Grievant in writing within five (5) working days following the meeting.

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.
- c) In those circumstances where the appropriate Employer's representative is not available and the unavailability would negatively affect time lines, the Employer shall appoint a designee or the grievance shall be forwarded to the next step.

ARTICLE XXII - NO STRIKE-NO LOCKOUT

Section 1 - No Strike

During the term of this Agreement, there shall be no strikes, work stoppage 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 XXIII - SUBCONTRACTING

- a. Subcontracting: If or when a decision is made by the District to contract or subcontract work normally performed by employees of the bargaining unit, the District agrees to a written notification to the Union and discussion with the Union in advance of the implementation. However, when the work to be subcontracted is minimal, temporary, or cannot effectively be performed by the unit without training, no notice to or discussion with the Union prior to implementation is required.
- b. When Notice and Discussion is required, the District shall:
 1. Provide ten (10) days' advanced notice in writing to the Union;
 2. Meet thereafter with the Union for purposes of discussing the reasons and rationale for contracting or subcontracting out and give the Union the supporting data. The Union may use this information to develop alternative approaches to achieving the same financial and/or organizational goals and present these alternatives to the Employer for discussion. It is agreed that the District retains the final authority to decide to subcontract the work.

ARTICLE XXIV - 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 sixty (60) days of District ratification.

ARTICLE XXV - MISCELLANEOUS

Section 1

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.

Section 2

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.

Section 3 - 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 mileage rate established from time to time by the Internal Revenue Service. Employees must comply with minimum insurance requirements as established by state law.

Section 4 - Receipt of Wages

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

Section 5 - 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, where practicable.

Section 6 - 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 7 - Training

All employees will receive up to two (2) weeks training, if placed in a position of production, cashier, coordinators or managers.

Section 8

Employees required by the District to have food service sanitation certification shall be reimbursed for the cost of required training.

Section 9

Employees shall retain the right to return to their specific position following any approved leave lasting no longer than thirty (30) consecutive working days. Employees returning from approved leave of greater duration shall be returned to a comparable position.

ARTICLE XXVI - SALARY SCHEDULE

Section 1 - Job Classifications

- Dept. 349 substitute employees
- Dept. 350 routine worker
- Dept. 351 elementary cook; meat cook helper at middle school, meat cook helper at high school, meat cook helper at elementary school with satellite; vegetable cook helper at middle school, vegetable cook helper at high school; satellite coordinator, head cashier in middle school, head cashier in high school
- Dept. 352 baker; manager of alternative schools
- Dept. 353 meat cook at middle school, meat cook at high school; meat cook at elementary school with satellite, vegetable cook
- Dept. 354 elementary manager, manager at Eisenhower, manager at Kennedy
- Dept. 355 manager at RESA, manager at Lincoln; elementary manager with satellite program
- Dept. 356 high school manager, manager at West, manager at Flinn

Section 2 - Wage Differentials

- a. Catering Work: Effective the beginning of the first pay period after November 9, 2004, all employees assigned to catering work will receive an additional \$.50 per hour added to the base pay for all hours worked doing catering.
- b. Evening Work: All employees assigned to evening work will receive an additional \$.50 per hour added to the base pay for all hours worked doing evening work.
- c. Satellite: Managers, meat cooks and vegetables cooks assigned to work satellite receive an additional \$.50 per hour added to their base pay.
- d. Out-of-Classification: When a meat cook, vegetable cook, or Coordinator is absent, the meat cook helper, vegetable cook helper, and back-up coordinator, respectively, will perform the job of the absent worker, and shall be compensated at Step One of the higher job classification for all time worked in that position which exceeds five (5) consecutive working days. If Step One of the higher job classification does not result in an increase on the employee's base wage, then the employee shall be compensated at the very next Step of the higher job classification which does result in an increase on the employee's base wage.
- e. Substitutes: Retirees who return as substitutes shall be compensated at the wage rate currently paid to those on the salary step that the Retiree was on at the time the Retiree retired.

Section 3 - Longevity Pay

For each five (5) years of service there shall be an increase of two percent (2%) on the employee's base rate. Years of service are computed on anniversary date of hire.

Section 4 – Wages

a. The wage scales appearing below are effective for the respective years shown:

July 1, 2007 through June 30, 2008

	S1	S2	S3	S4	S5	S6
350	\$8.18	\$8.43	\$8.68	\$8.94	\$9.21	\$9.61
351	\$8.85	\$9.12	\$9.39	\$9.67	\$9.96	\$10.36
352	\$9.39	\$9.66	\$9.95	\$10.25	\$10.56	\$10.96
353	\$9.95	\$10.25	\$10.56	\$10.88	\$11.21	\$11.61
354	\$10.56	\$10.88	\$11.21	\$11.55	\$11.90	\$12.30
355	\$11.36	\$11.70	\$12.05	\$12.41	\$12.78	\$13.18
356	\$12.06	\$12.42	\$12.79	\$13.17	\$13.57	\$13.98
Subs	\$7.75					

July 1, 2008 through June 30, 2009

	S1	S2	S3	S4	S5	S6
350	\$8.43	\$8.68	\$8.94	\$9.21	\$9.49	\$9.77
351	\$9.12	\$9.39	\$9.67	\$9.96	\$10.26	\$10.57
352	\$9.68	\$9.97	\$10.27	\$10.58	\$10.90	\$11.23
353	\$10.25	\$10.56	\$10.88	\$11.21	\$11.55	\$11.90
354	\$10.88	\$11.21	\$11.55	\$11.90	\$12.26	\$12.63
355	\$11.70	\$12.05	\$12.41	\$12.78	\$13.16	\$13.55
356	\$12.43	\$12.80	\$13.18	\$13.58	\$13.99	\$14.41
Subs	\$8.00					

Section 5 - Step Increases

An employee will progress each year on the salary schedule provided the employee maintains satisfactory performance. When an employee's anniversary falls during the first semester of a school year, the step increase will be effective on the first working day of the 1st semester. When an employee's anniversary falls during the second semester of a school year, the step increase will be effective on the first working day of the 2nd semester.

Written performance evaluations of bargaining unit employees will occur approximately annually to enable recognition of work well done and to convey areas of the employee's performance that requires improvement.

ARTICLE XXVII - INSURANCE AND OTHER BENEFITS

Section 1 - Insurance

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 per covered person major medical coverage at a cost (payable over a 9 month period) to the employee as follows:

Effective July 1, 2007

	<u>HRA</u>	<u>PPO</u>
Employee	0	240.00
Employee + children	240.00	300.00
Employee + spouse	300.00	420.00
Family	360.00	480.00

Effective July 1, 2008

	<u>HRA</u>	<u>PPO</u>
Employee	0	285.00

Employee + children	285.00	345.00
Employee + spouse	345.00	465.00
Family	395.00	525.00

Section 2

Health/dental 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.

Section 3 - Early Retirement Severance Pay

Early retirement severance pay is allowed upon retirement at ages 55 to mandatory-retirement as consistent with current law to all employees excluding subs who have completed ten (10) or more years with the Board of Education at time of retirement. Severance Pay is to be \$10.00 per day for each unused sick day not to exceed forty (40) days for those employees working thirty (30) or more hours per week and \$5.00 per day for each unused sick day not to exceed forty (40) days for those employees working less than thirty (30) hours per week. Unused sick days can also be credited to your IMRF years of service.

Section 4 - IMRF

Illinois Municipal Retirement Fund (IMRF): All regular employees working 600 or more hours annually are included as participating members in the Illinois Municipal Retirement Fund. The required percentage of gross pay will be deducted from the employee's check for the fund every pay period. If any part of this Section is inconsistent with IMRF rules or policy, then the IMRF rules and/or policy shall control.

Section 5 - Retirees

- a. All retired employees who are eligible for insurance coverage shall have the opportunity to secure coverage for dependents through the payment of an additional premium.
- b. All retired employees who are eligible for insurance coverage and are age 65 or over have the opportunity to have available Health and Voluntary Life Insurance at the expense of the participant.
- c. Employees who retire from positions in which they were eligible for District Health Insurance, have at least fifteen years of service and are at least age 55 shall remain eligible for Individual District Health Insurance, but are required to pay a contribution for such coverage in the same amount as paid by active employees for individual coverage. The District's subsidized payment for this individual coverage ceases at the end of the month in which the retiree reaches Medicare eligibility age.

ARTICLE XXVIII - TERMINATION

This Agreement is effective July 1, 2007, 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

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Jay Nellis, *Vice-President*

David L. Kelley, *Secretary*

Robert J. Evans, *Board Member*

Alice Saudargas, *Board Member*

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Local Negotiating Team**

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