

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE BOARD OF EDUCATION,  
SCHOOL DISTRICT NO. 161,  
COOK COUNTY, ILLINOIS**

**and**

**THE FLOSSMOOR EMPLOYEES UNION**



**2008 - 2009**

**2009 - 2010**

**2010 - 2011**

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**ARTICLE I - RECOGNITION AND DEFINITIONS**

**1.1 Recognition**

The Board of Education of School District No. 161, Cook County, Illinois (hereinafter “Board”) recognizes Flossmoor Employees’ Union, IEA-NEA, (hereinafter “the Union”) as the exclusive representative of all the employees in the unit set forth as follows:

full-time and regularly employed part-time custodial employees, administrative assistants, clerks, teacher aides, library clerks, safety aides and bus drivers. Excluded: part-time employees working fewer than four (4) hours per day, temporary employees, Comptroller, Director of Instructional Technology and Information, System Operations Facilitator, Technology Technician, Custodial Supervisor/Director of Buildings and Grounds, Maintenance Supervisor, Human Resources Coordinator, all certified, supervisory, confidential employees including the Superintendent’s secretary, the Associate Superintendent’s secretary and the District receptionist, and managerial employees as defined in the Act.

**1.2 Definitions**

**A. Superintendent**

The Superintendent or his/her designee.

**B. Full-Time Employee**

The term “full-time” shall be defined in each job category as follows:

- |    |   |                   |
|----|---|-------------------|
| 1. | Custodial, Maintenance and Driver Employees | 40 hours per week |
| 2. | Administrative Assistant and Bookkeepers    | 40 hours per week |
| 3. | Teacher Aides and Clerks                    | 30 hours per week |

**C. Part-Time Employee**

The term “part-time” shall refer to a member of the bargaining unit who does not work full-time in a job category as noted in subparagraph B., above.

**D. School-Year Employees**

Employees who are regularly scheduled to work at least one hundred eighty (180) days and whose employment approximates the school calendar for students.

**E. Full-Year Employees**

Employees who are regularly scheduled to work on a twelve (12)-month basis.

**F. Days**

The term “days”, when used in this Agreement shall, except where otherwise indicated, mean days when the District’s administrative offices are scheduled to be open.

**G. Year**

Year shall be defined, for purposes of this Agreement, as July 1 - June 30, unless specified otherwise.

**H. Act**

The Illinois Educational Labor Relations Act, including current amendments.

**ARTICLE II - UNION RIGHTS**

**2.1 Board Meetings**

Written notice of all regular and special meetings of the Board together with a copy of the agenda shall be placed in the District mailbox of the President of the Union or his/her designee at the same time they are distributed to Board members whenever practicable. Related, non-confidential materials provided to the media and other recognized employee group representatives shall be provided to the Union President.

**2.2 Board Minutes**

One (1) copy of all Board minutes of open meetings shall be placed in the District mailbox of the President of the Union as soon as practicable following approval.

**2.3 Dues**

The Board will deduct Union dues from the pay of each member of the Union for whom it receives a validly executed written authorization. Dues and a list of members from whom the dues have been deducted shall be forwarded to the Union treasurer within ten (10) days after such deductions are made.

## **2.4 Employee Lists**

The Superintendent or his/her designee shall provide to the Union President the names, salaries, assignments and experience credit of all employees by June 30 annually. Such information on new employees will be furnished within ten (10) days of employment.

## **2.5 Information**

The Board agrees to furnish to the Union, upon request, all public information, which is available and already compiled, concerning the financial resources of the District and such other non-confidential information as will assist the Union in processing any grievance or in preparing for negotiations.

The Union agrees to furnish the Board, upon request, all non-confidential information, which is available and already compiled as will assist the Board in the processing of any grievance or in preparing for negotiations.

For the purposes of this section, confidential information shall be construed pursuant to the common law and statutes of the State of Illinois and shall include all information which is exempt from disclosure under the provisions of the "Freedom of Information Act." (Ill. Rev. Stat. 1985, ch. 116, pars. 201 et seq.). In the instance of information from the Union, confidential information shall be construed as all information concerned with the internal operation of the Union and/or any protected activity conducted by the Union.

## **2.6 Union Leave**

Upon written notification to the Superintendent or his/her designee, professional leave without loss of pay shall be granted to official delegates of the Union to attend conferences, workshops, and hearings sponsored by the IEA, NEA or local state, or national governments, for Union business. All such leaves shall not exceed a cumulative total of five (5) employee attendance days for the Union per school year. The Union shall reimburse the District for the cost of substitutes for the last two (2) of said leave days, if used.

## **2.7 School Facilities**

The Union shall have access to the use of:

- A. Upon written request to the Superintendent, the Union shall be granted a room in order to hold Union meetings. Normally, said request must be made no less than five (5) school days prior to the scheduled meeting date except in the case of an emergency. The Union shall pay for any cost incident to such use.

- B. Employee mailboxes for the purpose of distributing officially identified Union material and/or official Union correspondence.
- C. Bulletin Board space in designated areas to post notices and other materials related to Union activities. The bulletin board space allocated shall be marked for Union use and only Union representatives shall have authority to post materials on the bulletin board. All notices and materials not clearly identified as Union materials are to be signed or initialed by an authorized Union representative.

Access to any of these items shall be limited to reasonable use which will not interfere with the normal operations of the District.

### **ARTICLE III - MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, dismissal or demotion, and to assign, promote or transfer all such employees.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
4. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments, of employees with respect thereto.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, procedures and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

## **ARTICLE IV - EMPLOYEE RIGHTS**

### **4.1 Employer Hearing/Employee Rights**

Whenever an Employee is required to attend a meeting with an administrator or supervisor which is investigatory and/or has a reasonable expectation of leading to discipline against the Employee, the Employee is entitled to have a representative of the Union present to advise and/or represent him/her.

The Employee's right to such representation does not apply to regular evaluation conferences or informal, impromptu meetings and/or conversations relative to regular daily performance. Provided reasonable notice is given, nothing herein shall permit an Employee to refuse to attend a meeting due to the inability of his/her representative to attend at the scheduled time.

### **4.2 Probationary Period**

A new employee shall be denominated as "probationary." The probationary period shall be ninety (90) calendar days, during which time the probationary employee may be discharged for any reason without recourse or review of the decision to discharge. For those employees whose work year does not involve the summer recess, the summer recess shall not count in computing the probationary period, nor shall it constitute a break in the computation of the probationary period (i.e., the probationary period shall resume at the start of the next school year.)

### **4.3 Discipline**

The Board agrees with the tenets of progressive and corrective discipline, including but not limited to,

- 1) oral warning
- 2) written warning
- 3) suspension with or without pay
- 4) dismissal

The progression and discipline to be used will be determined by the appropriate supervisor. However, under appropriate circumstances the Board is not required to exhaust any or all of the listed disciplinary techniques when a determination has been made of the need to discipline an employee. The decision to suspend an employee without pay may be made by the Board or the Superintendent. After the probationary period, dismissal shall be for just cause.

Before an employee is dismissed for unsatisfactory job performance, the employee shall be told of such deficiencies and given a reasonable opportunity to correct the same.

#### **4.4 Rules and Regulations**

All policies, regulations and rules of the Board shall be published and readily available to the Employees and shall be made available to anyone upon request. Copies of building handbooks shall be distributed to each Employee in that building on the first day of employment. Changes in the building handbook shall be given to each employee in advance of implementation, whenever practicable.

#### **4.5 Notification of Assignments**

New Employees shall be provided with written notice of their assignment, including the building(s), position and regularly scheduled hours of work, no later than the first day they report to work. Should the District change the building(s) position or regularly scheduled hours of work of an Employee's work assignment, the Employee will be given at least two (2) weeks written notice prior to the implementation of any such change, except in emergencies. Upon request, the appropriate administrator will meet with the Employee and a Union representative to discuss the contemplated change. Should the contemplated change not be acceptable to the Employee or Union, reasonable efforts will be made to attempt to accommodate the Employee/Union and District's needs.

#### **4.6 Job Description**

A job description for each position in the bargaining unit shall be given to the Union and the affected employee. There shall be only one (1) job description for each bargaining unit position. Proposed changes in any such job description shall be distributed to the Union and each affected employee for input before final action.

#### **4.7 Distribution of Medication**

The administration and distribution of medication to students shall be in conformance with applicable laws.

#### **4.8 Employee File**

There shall be only one official personnel file for each employee. Employees shall have access, at reasonable times in the District office, to all material in the official personnel file for examination purposes.

#### **4.9 New Employees**

Each new employee, upon date of hire, shall receive an employment packet containing the listing of insurance benefits, if applicable, information regarding expected workday hours and a relevant job description.

## **ARTICLE V - BARGAINING PROCEDURE**

**5.1** Unless otherwise agreed by the parties, negotiations for a successor Agreement will begin no later than October 15 of the final year of the Agreement.

**5.2** When, by mutual agreement, bargaining is conducted during regular work hours, reasonable efforts shall be made to provide a flexible work-hour schedule (flextime) for Union bargaining team members. The provision of flextime shall not interfere with the normal operations of the schools.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **6.1 Definitions**

A grievance is defined as a written complaint or claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of provisions of this Agreement.

### **6.2 Right to Representation**

#### **6.2.1 Assistance**

The Board acknowledges the right of the Union to assist a grievant at any level of the grievance procedure, and the Union acknowledges the right of any member of the administration to receive assistance as desired in any step of the grievance procedure.

#### **6.2.2 Presence**

At any level of the grievance procedure, the Union will have been given the opportunity to be present.

### **6.3 Time Limits**

Failure of the grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal. Failure of the Board's representative to act on a grievance within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent.

#### **6.4 Informal Discussion**

It is desired that the aggrieved party or parties make an attempt to resolve the problem through free and informal discussion with the immediately involved building principal. The two parties may agree to an informal discussion with the Superintendent or his/her designee before going to the next step. Days spent on such informal discussion with the Superintendent or his/her designee will not count as part of the time limit.

#### **6.5 Multiple Grievances**

In the event there are multiple grievances filed alleging a breach of this Agreement, which grievances allege the same facts or occurrences, the administration or the Union may elect to combine the grievances for group hearings.

##### **6.5.1 Building Level**

If the grievance involves the act of a building principal, the grievance shall be filed at Step 1.

##### **6.5.2 Grievance at Other Than Building Level**

If the grievance involves the act of an administrator other than the building principal, the grievance shall initially be filed at Step 2 of the grievance procedure.

##### **6.5.3 Time Lines**

Formal written grievances must be filed within thirty (30) days of the occurrence or when the grievant should reasonably have had knowledge of the occurrence giving rise to the grievance.

##### **6.5.4 Step 1**

For custodians and maintenance personnel the Custodial Supervisor/Director of Buildings and Grounds will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, the Custodial Supervisor/Director of Buildings and Grounds, and appropriate representative(s) shall be present for the meeting. The Custodial Supervisor/Director of Buildings and Grounds will then, within five (5) days after the meeting, provide the grievant and the Union with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

For those members of the bargaining unit who are assigned to work at the Administration Office, the Associate Superintendent for Administrative Services will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, the Associate Superintendent for Administrative Services, and appropriate representative(s) shall be present for the meeting. The Associate Superintendent for Administrative Services will then, within five (5) days after the meeting, provide the grievant and the Union with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

For all other members of the bargaining unit, the building principal will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, the building principal, and appropriate representative(s) shall be present for the meeting. The building principal will then, within five (5) days after the meeting, provide the grievant and the Union with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

#### **6.5.5 Step 2 - Superintendent Level**

If the grievance is not resolved at Step 1, the grievant may, after receiving the Step 1 memorandum, within five (5) days thereafter refer the grievance to the Superintendent or his/her designee. The Superintendent or his/her designee shall, within five (5) days of such appeal or an initial filing, conduct a meeting with the same parties being present as may be present in Step 1. Each party to the grievance shall have the right to include in its presentation a counselor if so desired. Upon the conclusion of the hearing of the grievance, the Superintendent or his/her designee shall have five (5) days in which to provide his/her written decision to the grievant and the Union.

#### **6.5.6 Step 3 - Board Level**

If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may, within ten (10) days after receipt of the Step 2 response, refer the grievance to the Board. Within five (5) days of receipt of the request the Board may, at its sole option decide to hear the grievance and inform the Union of the same. Should the Board elect to hear the grievance it shall within thirty (30) calendar days, schedule a closed session hearing on the grievance. The Board shall within ten (10) days of said hearing render its decision in writing. Each party to the grievance shall have the right to include in its presentation a counselor if so desired.

#### **6.5.7 Step 4 - Arbitration**

If the grievance is not resolved satisfactorily at Step 2 (or 3 if exercised by the Board or the Board waives Step 3), the Union may submit the grievance to binding arbitration by filing a written demand on the Board within thirty (30) days of receipt of the Step 2 (or Step 3 if the Board exercises Step 3) reply or notice of the Step 3 waiver. If the parties cannot agree on an arbitrator within seven (7) days of the demand, the arbitrator shall be selected from the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules.

#### **6.6 Conditions of Arbitration**

Neither party to the grievance will be permitted to assert grounds not previously introduced in the grievance process. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement.

##### **6.6.1 Cost of Arbitration**

Cost of the arbitrator shall be borne equally between the Union and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. Any additional costs shall be borne by either party incurring the cost.

##### **6.6.2 Arbitrator Decision**

The arbitrator's decision must be based solely and only upon his or her interpretation of the meaning of application of the express relevant language of this Agreement.

#### **6.7 No Reprisals**

The Board agrees not to take any reprisals against any person for his/her participation or refusal to participate in the grievance process. The Union agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.

#### **6.8 Bypass**

By mutual agreement, any step of the grievance procedure may be bypassed.

#### **6.9 Withdrawal of Grievance**

A grievance may be withdrawn at any step.

## **6.10 Release Time**

Should the mutual scheduling of meetings or hearings provided for in section 6.6 of this Article require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. All meetings, hearings, and conferences held under this procedure shall be held at time that will allow each party an opportunity to have witnesses and representatives present.

## **ARTICLE VII - WORKING CONDITIONS**

### **7.1 Workday**

#### **A. Break Period**

Employees who work six (6) or more hours in a workday are entitled to two (2) fifteen (15)-minute paid breaks within the regular workday. Employees who work at least four (4) hours but less than six (6) hours shall be entitled to one (1) fifteen (15)-minute paid break within the regular workday. All such breaks will be scheduled with the approval of the immediate supervisor.

Employees shall be permitted to leave the building during a break period only after obtaining permission of their building principal, unless the break period is contiguous to the lunch period, provided such contiguous schedule is approved by the immediate supervisor.

No work shall be assigned during an employee's regularly scheduled break period except due to unforeseen circumstances. The Administration shall schedule and monitor employee work schedules to assure that required breaks are made available. In the event an employee's work load occasionally prevents the taking of the break(s), the effected employee and supervisor will agree on scheduling flexible time during the same pay period to make up for the missed break.

#### **B. Full-Time Employees**

The regularly scheduled work week for all full-time Employees shall be as stipulated in Article I, section 1.2-B.

1. Paid leaves, holidays and vacation days shall count toward meeting the above work week requirements, if applicable.

**C. Overtime**

Overtime, or compensatory time if agreed to between the employee and his/her supervisor, shall be paid/credited to employees after forty (40) hours per week.

Any custodial employee called back to work shall be guaranteed a minimum of two (2) hours of work.

**D. Offering and Scheduling Overtime**

Overtime will be covered by the use of an "Overtime Chart" based on building assignment. Overtime will be offered to each Employee in rotation beginning with the employee with the least recorded overtime. Overtime that is refused by an Employee will be charged on the Overtime Chart for the purpose of balancing the overtime.

If sufficient volunteers are not available, and if all members within the affected building refuse the overtime, overtime work shall be assigned on a rotational basis of inverse seniority beginning with the least senior eligible employee in the building.

**7.2 In-Service Training**

The District will, when appropriate, include training opportunities for all employees. With prior approval of the Superintendent or designee, an employee may voluntarily attend in-service training opportunities he/she believes will be of benefit in the performance of assigned duties. The District may also require attendance at training opportunities. Where attendance at training opportunities is mandatory and/or voluntary and approved, release time shall be granted, and substitutes provided as necessary. When training opportunities are scheduled outside of regular work hours, any employee required and/or approved to attend shall receive his/her per diem rate of pay.

The Board and the Union shall establish a joint committee to study and make recommendations relating to employee training and development. Working in an advisory, unpaid capacity, this committee shall consist of three members appointed by the Union President and three members appointed by the Superintendent. Among the issues to be studied by this committee are an assessment of employee skill levels, an assessment of the District's training needs, and a determination of the training opportunities to be offered to employees. Committee recommendations will be presented to the Board of Education for consideration.

**7.3 Lunch Periods**

The administration shall schedule lunch periods for aides of thirty (30) consecutive minutes. It is understood that lunch periods may not be thirty (30) consecutive minutes based upon individual students' needs/schedules. Upon notification to the school office or supervisor, employees may leave the building during lunch.

#### **7.4 Substitute Teaching**

Employees who hold valid teacher certificates and provide internal substitution services for periods of fifty (50) minutes or more per school day will be compensated at the current equivalent substitute teacher rate of pay in the District. (If greater than the aides' regular rate of pay). Such compensation will accumulate to half- or full-day equivalents before being submitted to payroll. At that time, this compensation will supplant the aides' rate of pay for the equivalent period. At the end of the school year employees shall receive compensation for internal substitution time that does not add up to at least a half-day equivalent.

#### **7.5 Emergency Closings**

Twelve-month employees shall report to work on days when classes are canceled and they are not notified to remain at home. All other employees shall not report to work on days when classes are canceled, unless they have been notified to report by the building principal or District office administrator.

Twelve-month employees shall not lose pay in the event that a building is closed due to an emergency, inclement weather, or act of God, and the employees assigned to that building are notified that they do not have to report to work that day.

#### **7.6 Clothing Allowance**

The Board will annually provide five (5) summer shirts and five (5) winter shirts to each custodial and maintenance employee, who will be responsible for wearing and laundering such shirts. The Board will reimburse each custodial and maintenance employee up to \$100 per year for the purchase of other work clothing, provided any such purchase is pre-approved by the immediate supervisor and supported by a paid receipt for the purchase. Reimbursements will be processed for claims filed on the last workday in the months of January, June and September.

### **ARTICLE VIII - VACANCIES, TRANSFERS AND PROMOTIONS**

#### **8.1 Vacancies**

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

In the event the Board determines that a bargaining unit position is to be filled, notice of such an opening shall be posted in each of the District's buildings. Interested bargaining unit members may submit a written request to be transferred to the available position.

In the event the Board determines that a vacancy is not to be filled, it will notify the Union as soon as practicable after such decision is made.

## **8.2 Posting of Vacancies**

All vacancies shall be posted District-wide in a conspicuous place for a period of five (5) workdays. Said posting shall contain the following information:

- A. Type of Work
- B. Location of Work
- C. Anticipated Starting Date
- D. Rate of Pay
- E. Regularly Scheduled Hours to be Worked
- F. Minimum Requirements
- G. To Whom Application Should be Made

## **8.3 Applications**

All Employee applications for vacant positions will be considered. Current employees applying for a vacancy will be interviewed if the vacancy is outside the employee's current job category or if the employee has not been previously interviewed by the receiving principal. Day/night vacancies will be filled by the most senior qualified Employee applicant. All other vacancies will be filled by the most qualified candidate as determined by the administration. Qualifications shall include factors such as: District Seniority, Previous Work Experience In District, and Similar Work Experience. If no employee applications are received within ten (10) days of first posting, then the position may be filled from the outside.

## **8.4 Notification of Applicants**

Any position posted will be filled within ten (10) days of the close of the posting period, provided there is a qualified employee applicant available to fill the position. Nothing herein shall prohibit any member of the bargaining unit from submitting an application or from having that application considered. The Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified in writing.

**8.5 Involuntary Transfer**

No Employee shall be involuntarily transferred unless no volunteer can be found to fill the vacant position. In the event an involuntary transfer is necessary, the least senior Employee shall be involuntarily transferred with no reduction in salary. An Employee involuntarily transferred from a position that has been eliminated shall have the first right to return to that position if the position is reinstated.

**8.6 Determination**

Employees not selected to fill a vacancy or involuntarily transferred shall be given the opportunity to discuss all reasons for the hiring decision with the immediately-involved supervisor.

**8.7 Change of Assignment**

Any employee's assignment may be changed based upon the needs of the building and/or issues regarding the job performance of the employee. Prior to any such change of assignment, the employee will be given notice of the reasons for the anticipated change and an opportunity to discuss such reasons with the administrator making the decision. The employee may have in attendance at such meeting an Association representative.

**ARTICLE IX - SENIORITY**

**9.1 Definition of Seniority**

Seniority is the length of the employee's continuous service within the bargaining unit starting with the first day on which duties are performed within the bargaining unit. In the case of 10-month employees, the two months not worked during the summer shall not constitute a break in service, but the employee shall not accrue seniority credit for those months not worked. In the case of regular part-time employees, seniority shall be calculated on a prorated basis of his/her work week hours to forty (40) hours. Seniority credit shall be computed on the basis of the number of months of seniority that an employee accrues according to the following criteria:

- A. Seniority is lost upon the following:
  - 1. Termination of employment
  - 2. Expiration of recall rights
- B. Seniority is retained but shall not accrue during the following:
  - 1. Unpaid leave of absence

2. Layoff
  3. Transfer to a District position other than in a position within the bargaining unit
  4. Temporary disability (IMRF)
- C. Seniority continues to accrue during the following:
1. Paid leave of absence
- D. Ties in seniority as herein defined shall be broken by lot.

## **9.2 Seniority List**

By February 1 of each year the Board shall prepare a seniority list pursuant to the provisions of this Article. The Board shall provide the Union President with a copy of the seniority list after it is prepared.

## **ARTICLE X - REDUCTION IN FORCE AND RECALL**

### **10.1 Sequence of Layoff (Custodians/Maintenance)**

In the event that the Board determines to decrease the number of employees employed or to reduce the regularly scheduled hours of work for any employee, the following method shall be used to determine the sequence of honorable dismissal:

- A. Layoffs will be made in seniority order within categories. Employees whose positions have been eliminated shall have the right to assume the positions of a less senior Employee in the same or lower (higher numbered) category.
- B. The categories for purposes of layoff are:
  1. Maintenance
  2. Head Custodians
  3. Day/Night Custodians
  4. Part-time Day/Night Custodians

- C. The Union and Board hereby agree that this section constitutes an alternative method of determining the sequence of dismissals as provided for in section 10-23.5 of the *Illinois School Code*.

**10.2 Sequence of Layoff (Aides, Administrative Assistants, Clerks, Bookkeepers, Drivers)**

In the event that the Board determines to decrease the number of employees employed or to reduce the regularly scheduled hours of work for any employee, the following method shall be used to determine the sequence of honorable dismissal:

- A. Layoffs will be made in seniority order within categories.
- B. The categories for purposes of layoff are:
  - 1. Instructional Aide
  - 2. Special Education Aide
  - 3. Media Center Aide
  - 4. ESL Aide
  - 5. Technology Aide
  - 6. Hearing Impaired Sign Language Interpreter Aide
  - 7. Administrative Assistant
  - 8. Bookkeeper
  - 9. Clerk/Safety Aide
  - 10. Driver
- C. The Union and Board hereby agree that this section constitutes an alternative method of determining the sequence of dismissals as provided for in Section 10-23.5 of the *Illinois School Code*.

### **10.3 Recall**

- A. If at the time of the reduction-in-force an affected employee has less than five (5) years District experience in the affected category, such employee(s) shall have recall rights to bargaining unit positions for which they are qualified, as determined by the Administration.
- B. Employees shall be entitled to recall for a period of time until one (1) year from the first day of the school term following the effective date of the honorable dismissal. The employees on such layoff shall be reinstated in inverse order of their honorable dismissals. Employees who are honorably dismissed shall maintain a current address and phone number on file with the District office.
- C. Notice of recall shall be sent by certified mail to the employee's address which is on file with the District office and shall state the time and date on which the employee is to return to work. The employee has seven (7) calendar days from receipt of notice to report his/her intent to return to work. The Board shall notify aides of any recall no later than August 1st.
- D. An employee who fails to timely respond to a proper notice of vacancy shall be deemed to have resigned from employment with the District.
- E. Temporary positions will be first offered to employees with recall rights in the same order as for permanent positions. Acceptance or refusal of a temporary position or a position in a category lower than that from which laid off will not affect the recall rights of an employee.
- F. All benefits to which an employee was entitled at the time of his/her layoff, including accumulated sick leave, vacation days and seniority, will be restored to the employee upon his/her return to active employment. No such benefits shall accrue during the time period between honorable dismissal and recall. The employee will be placed on the salary schedule on the basis of the employee's previous District experience.

## **ARTICLE XI - EMPLOYEE EVALUATION**

### **11.1 Frequency**

Employees shall be evaluated twice during the first full year of employment, with one (1) evaluation occurring within the probationary period, and annually thereafter in accordance with the provisions of this Article. Nothing in this section shall be construed as prohibiting the more frequent evaluation of Employees as the administration may deem necessary.

## **11.2 General Criteria and Procedures**

- A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the Employee. Nothing shall preclude impromptu observations and periodic inspections.
- B. A conference shall be held between the evaluator(s) and the employee to discuss the evaluation report. This conference shall be held during the normal workday and within ten (10) working days after the Employee has received the evaluation.
- C. The Employee has ten (10) working days after the evaluation conference to sign the completed report. The Employee's signature acknowledges that the report has been received and read. If the Employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes an Employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the Employee is to improve, and of the assistance to be given by the employer towards that improvement.
- D. No Employee in this bargaining unit shall be evaluated by another Employee in this bargaining unit.
- E. Employees shall be notified of the evaluation form during the hiring process.

## **ARTICLE XII - SUBCONTRACTING**

In the event the Board of Education contemplates the subcontracting of any or all work currently performed by members of the bargaining unit, the Board shall provide thirty (30) days written notice from the date of decision to the affected employees and Association president. The Board and the Association shall initiate negotiations covering the necessity for and the terms of any subcontracting of work assignments and duties and/or any impact of such action on bargaining unit members. For purposes of this Agreement, the term "subcontracting" is defined as the assignment of work and duties performed by members of the bargaining unit to a third party, which will result in a layoff or reduction in the normal work hours of bargaining unit employees. For the duration of this Agreement, (*i.e.*, no later than June 30, 2011), no bargaining unit member will lose an employment opportunity as a result of the Board's decision to subcontract bargaining unit work.

## ARTICLE XIII - LEAVES

### **13.1 Personal Illness and Injury, Family Illness and Bereavement**

- A. Full-time 12-month employees are provided ten (10) days of sick leave per year during the first two (2) years of service in District No. 161 and fifteen (15) days of sick leave per year thereafter.

Other employees who work more than six hundred (600) hours per year shall receive ten (10) days of sick leave per year.

Unused sick leave may be accumulated without limitation. Employees who have fifteen (15) years of experience with the School District will receive upon retirement reimbursement for up to one hundred eighty eight (188) days of accumulated, unused sick leave not used for IMRF credit at the rate of twenty dollars (\$20.00) per day. Payment for accumulated, unused sick leave shall be spread over a period of up to four (4) months if requested by the employee and if the date of submission of the employee's retirement notice allows for the same.

The amount of sick leave available at the onset of a school year is equal to the number of days that will be allotted during the year, plus the number of days accumulated.

- B. Part-time employees who work more than 600 hours per year shall receive ten (10) non-cumulative sick leave days per year, prorated to the number of hours each such employee is regularly scheduled to work on a daily basis.
- C. Employees may use sick leave per the provisions and definitions of the *Illinois School Code*, Section 24-6.
- D. If an Employee is injured during the course of his/her employment which results in an absence, for the first three (3) workdays of absence the full-time Employee will automatically be charged for 3 sick days (or in the case of part-time employees, the number of sick leave days to their credit) and will be paid at a daily rate equal to 100% of his/her salary.

The fourth (4th) workday the employee will be asked to decide either:

1. To use his/her sick days and, therefore, be paid a daily rate equal to 100% or;
2. To be paid directly from Worker's Compensation at the prescribed daily rate as provided by law.

If the Employee chooses 1., then Worker's Compensation checks will be sent directly to and shall become the property of the School District. The Employee will receive his/her normal salary paid at his/her daily rate. The Employee's sick leave shall be debited for the difference between the Worker's Compensation received and the daily rate paid.

If the Employee chooses 2., then Worker's Compensation checks will be sent to the District and forwarded to the Employee. The School District will in turn reduce the individual's pay at a daily rate equal to 100%.

In either case, the individual must indicate in writing which option he/she chooses. Written notification must be received in the Business Office prior to the issuance of the next regular paycheck.

In the event Worker's Compensation Insurance reimburses for the first three (3) workdays off, this amount will be reimbursed to the District.

### **13.2 Emergency Leave/Non-Aides**

- A. Emergency leave, with pay, not to exceed a total of three (3) days in any one school year, will be granted to all full-time 12-month employees for valid reasons that are not already included in sick leave.

Emergency leave, with pay, not to exceed a total of two (2) days in any one school year will be granted to all Administrative Assistants, clerks and bus drivers for valid reasons that are not included in sick leave.

Valid reasons for emergency leave will include court appearances (except for suits brought against the Board), personal legal business that cannot be conducted except during school hours on days when school is in session, major holidays of the Employee's religion, attendance at funerals of close personal friends and of relatives not covered by sick leave; and may also include, at the discretion of the Superintendent, other personal affairs over which the individual has no control.

- B. Unused emergency leave shall accumulate as sick leave. A separate accounting will be kept in the Superintendent's office of all sick leave days and emergency leave days, used and unused.
- C. Emergency leave may not be used during the first five or last five days of the school year, or on the day immediately before or immediately following a vacation period or a holiday, or for the purpose of engaging in a work stoppage of any kind, or for the purpose of engaging in suits in which the employee or the FEU is involved and which have been brought by or against the Board. This day is not intended to be used as a vacation day.

### **13.3 Emergency Leave/Aides**

- A. Emergency leave, with pay, not to exceed a total of one (1) day in any school year, will be granted to all full-time aides for valid reasons that are not already included in sick leave.

Valid reasons for emergency leave will include court appearances (except for suits brought against the Board), personal legal business that cannot be conducted except during school hours on days when school is in session, major holidays of the Employee's religion, attendance at funerals of close personal friends and of relatives not covered by sick leave; and may also include, at the discretion of the Superintendent, other personal affairs over which the individual has no control.

- B. Emergency leave may not be used during the first five or last five days of the school year, or on the day immediately before or immediately following a vacation period or a holiday, or for the purpose of engaging in a work stoppage of any kind, or for the purpose of engaging in suits in which the employer or the FEU is involved and which have been brought by or against the Board. This day is not intended to be used as a vacation day.

### **13.4 Jury Duty**

Any Employee who has been fully summoned for either petit or grand jury service, and who so notifies his/her immediate supervisor, shall be given time off to serve, regardless of the employment shift such Employee would have worked but for such jury duty, less the amount paid by the court for such jury duty.

Upon completion of the jury duty, the Employee must present a statement of the days of jury duty and the amount of payment by the court for such jury duty to the Superintendent for approval.

### **13.5 Vacations**

- A. Full-time 12-month employees will earn paid vacation time at the following rate:

<u>YEAR</u>	<u>FULL-TIME</u>
1-4	10 Days
5-9	15 Day
10+	20 Days

Full-time 12-month employees with twenty (20) or more years of experience in the School District will earn twenty-five (25) days of paid vacation time annually.

Full-time 12-month employees who begin employment after July 1 will have vacation time prorated at the following rate:

<u>EMPLOYMENT DATE</u>	<u>NUMBER OF VACATION DAYS</u>
Before November 30	10 Days
Between December 1 and the last day of February	7.5 Days
Between March 1 and May 31	5 Days
June employment	3 Days

B. Administrative Assistants who work eleven months shall be entitled to vacation at the following rate:

<u>Year</u>	<u>Number of Vacation Days</u>
1-4	9 days
5-9	12 days
10+	15 days

Ten (10) month Administrative Assistants, clerks and bus drivers shall be entitled to eight (8) days of vacation with pay annually to be taken during the winter and spring recesses.

New employees will have their vacation prorated within the fiscal year according to the number of months worked, as follows:

Employed before November 30	Full vacation allotment
Employed between December 1 and the last day of February	75% of allotment
Employed between March 1 and May 31	50% of allotment

C. Full-time 11 and 12-month employees may take vacation at any time during the work year with the approval of the immediate supervisor. However, no vacation time may be used during the month of August without the prior written approval of the Superintendent.

D. Emergency leave may not be used during the first five or last five days of the school year, or on the day immediately before or immediately following a vacation period or a holiday, or for the purpose of engaging in a work stoppage of any kind, or for the purpose of engaging in suits in which the employee or the FEU is involved and which have been brought by or against the Board. This day is not intended to be used as a vacation day.

## ARTICLE XIV - HOLIDAYS

### 14.1 Holidays

Employees shall not be required to work on the legal holidays [when children are not in school]. In addition, the following days are considered holidays for custodians, bookkeepers, Administrative Assistants, bus drivers and clerks:

- \*Christmas (2 Days)
- \*New Year's Day (2 Days)
- Yom Kippur
- Columbus Day
- Veteran's Day
- Thanksgiving
- Friday After Thanksgiving
- Martin Luther King Day
- Casimir Pulaski Day
- Lincoln's Birthday
- Good Friday
- Memorial Day
- \*\*Fourth of July
- Labor Day

\*The above holidays shall be observed in the following manner:

<u>Day of the Week for Christmas and New Year's</u>	<u>Additional Holiday</u>
Monday	Tuesday
Tuesday	Monday
Wednesday	Tuesday
Thursday	Friday
Friday	Thursday
Saturday	Thursday, Friday
Sunday	Monday, Tuesday

\*\*The day before or the day after the Fourth of July, if the Fourth falls on:

Tuesday	Preceding Monday is a Holiday
Thursday	Following Friday is a Holiday
Saturday	Preceding Friday is a Holiday
Sunday	Following Monday is a Holiday

In the event a designated holiday is not observed, an alternative date(s) will be designated by the Superintendent after receiving input, if any, from the FEU President.

## **ARTICLE XV - FRINGE BENEFITS**

### **15.1 Medical/Health Insurance**

The Board shall provide hospital and major medical insurance, individual or family coverage, to each full-time custodian, bookkeeper, bus driver, eleven- and ten-month administrative assistant and clerk, as indicated herein, at the employee's request. For the 2005-2006 school year, the Board will contribute \$5,175 or the actual premium cost, whichever is less, for individual coverage and \$8,950 or the actual premium, whichever is less, for family coverage. In subsequent years, the Board will pay up to the 2005-2006 contribution for individual or family coverage, plus 65% of any increase in the premium for the coverage selected, with the balance being the responsibility of the employee to be paid through payroll deduction.

The Board shall provide hospital and major medical insurance, individual or family coverage, to full-time aides as indicated herein, at the employee's request. The Board contribution for individual coverage shall be equal to 80% of the premium amounts specified above for coverage selected for full-time aides for the first three years of employment. For full-time aides who have completed three full years of employment, the Board contribution for individual coverage shall 100% of the premium amounts specified above for coverage selected.

Employees who retire during the term of this Agreement may receive individual and/or dependent health coverage at their own expense provided such coverage meets with the approval of the carrier.

### **15.2 Life Insurance**

A minimum of \$25,000 life insurance will be provided for each full-time aide, custodian, bookkeeper, bus driver, Administrative Assistants and clerk. Full-time aides, custodians, bookkeepers, bus drivers, Administrative Assistants and clerks who exceed \$25,000 on the compensation schedule will be provided life insurance coverage equal to their annual salary.

Each full-time aide, custodian, bookkeeper, bus driver, administrative assistant, and clerk will also be provided double indemnity accidental death and dismemberment insurance.

### **15.3 Dental Insurance**

The Board shall provide a group dental insurance plan for full-time employees and their dependents at least equal to that offered by South Suburban Benefits Cooperative on August 12, 1988.

The Board shall contribute two hundred fifty dollars (\$250.00) per full-time employee per year toward the cost of individual employee coverage under the dental insurance plan for those full-time employees who elect coverage. For full-time aides, the Board contribution shall be 80% of this amount during the first three (3) years of employment. Thereafter, the Board shall contribute the full amount listed above.

In addition, the Board shall contribute one hundred fifty dollars (\$150.00) per full-time employee per year toward the cost of dependent coverage for those full-time employees who qualify for and choose to have such coverage. For the full-time aides, the Board contribution shall be 80% of this amount during the first three (3) years of employment. Thereafter, the Board shall contribute the full amount listed above.

Other employees may receive individual and/or dependent dental insurance at their own expense provided the same is permitted by the carrier.

### **15.4 Salary Reduction Cafeteria Plan**

Those employees who elect individual or dependent major medical and/or dental coverage as per the terms and conditions of the insurance plan on or before the end of the first week of each school year may at that time elect that the Board remit for him/her during said school year to the insurance carrier a sum equal to the unpaid premium for the coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due an employee in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the employee pursuant to the collective bargaining agreement.

The employees shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death or birth of the insured dependents, change in marital status or change in employment status of a spouse.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the employees as set forth above are deemed excludable from the employees' gross wages, and as such, the Union and individual employee shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

**ARTICLE XVI - SALARY**

**16.1 Pay Dates**

Each Employee shall receive one-half (1/2) of his/her monthly salary on the 15th of the month and the other half on the 30th of each month. Ten (10) and eleven (11) month employees may elect to receive salary in 24 payments.

If a regular pay date falls on a Saturday or Sunday or on a day when the schools are not open for business, then the Employee shall be paid on the last work day preceding the scheduled pay date.

**16.2 Overtime**

All overtime worked shall be payable at the close of the pay period immediately following the time worked.

**16.3 Salary Schedule Advancement**

Annually on July 1, eligible employees will advance one (1) step on the relevant salary schedule. In order to be eligible for such annual advancement, the employee must have actually worked at least 91 days in the work year (July 1 – June 30) immediately preceding the July 1 advancement date.

**16.4 2008 – 2011 FEU SALARY SCHEDULES**

For the year 2008-2009, employees received a new step placement. For the years 2009-2010 and 2010-2011 employees will move one step.

**2008 – 2009 Salary Schedule**

AIDES, DRIVERS, MEDIA CLERK, HEALTH SECRETARY		BOOKKEEPER		CUSTODIANS		ADMINISTRATIVE ASSISTANTS		MAINTENANCE	
STEP		STEP		STEP		STEP		STEP	
1	\$11.63	1	\$15.53	1	\$10.71	1	\$13.27	1	\$16.26
2	\$12.25	2	\$16.08	2	\$11.35	2	\$13.86	2	\$16.79
3	\$12.65	3	\$16.33	3	\$11.85	3	\$14.16	3	\$17.19
4	\$13.05	4	\$16.58	4	\$12.20	4	\$14.46	4	\$17.64
5	\$13.45	5	\$16.83	5	\$12.55	5	\$14.76	5	\$18.09
6	\$13.85	6	\$17.13	6	\$12.90	6	\$15.16	6	\$18.54
7	\$14.60	7	\$17.43	7	\$13.25	7	\$15.46	7	\$18.99

### 2009 – 2010 Salary Schedule

AIDES, DRIVERS, MEDIA CLERK, HEALTH SECRETARY		BOOKKEEPER		CUSTODIANS		ADMINISTRATIVE ASSISTANTS		MAINTENANCE	
STEP		STEP		STEP		STEP		STEP	
1	\$11.63	1	\$15.53	1	\$10.71	1	\$13.27	1	\$16.26
2	\$12.09	2	\$16.16	2	\$11.14	2	\$13.80	2	\$16.91
3	\$12.74	3	\$16.72	3	\$11.80	3	\$14.41	3	\$17.46
4	\$13.16	4	\$16.98	4	\$12.32	4	\$14.73	4	\$17.88
5	\$13.57	5	\$17.24	5	\$12.69	5	\$15.04	5	\$18.35
6	\$13.99	6	\$17.50	6	\$13.05	6	\$15.35	6	\$18.81
7	\$14.40	7	\$17.82	7	\$13.42	7	\$15.77	7	\$19.28

### 2010 – 2011 Salary Schedule

AIDES, DRIVERS, MEDIA CLERK, HEALTH SECRETARY		BOOKKEEPER		CUSTODIANS		ADMINISTRATIVE ASSISTANTS		MAINTENANCE	
STEP		STEP		STEP		STEP		STEP	
1	\$11.63	1	\$15.53	1	\$10.71	1	\$13.27	1	\$16.26
2	\$12.03	2	\$16.08	2	\$11.08	2	\$13.73	2	\$16.83
3	\$12.52	3	\$16.72	3	\$11.53	3	\$14.28	3	\$17.50
4	\$13.19	4	\$17.31	4	\$12.22	4	\$14.92	4	\$18.07
5	\$13.62	5	\$17.58	5	\$12.76	5	\$15.24	5	\$18.50
6	\$14.05	6	\$17.85	6	\$13.13	6	\$15.56	6	\$18.99
7	\$14.48	7	\$18.12	7	\$13.51	7	\$15.89	7	\$19.47

**Top Step Repeaters**

Employees who repeat the top step shall have their previous year's hourly rate increased by \$.85 for 2008-2009; by 4% for 2009-2010; and by 3.5% for 2010-2011.

**Unscheduled Rate of Custodian**

The hourly rate of one custodian shall remain unscheduled. For the year 2008-2009, the rate is \$15.35; for the year 2009-2010 the rate is \$15.96; and for the year 2010-2011 the rate is \$16.52.

**16.4.1 Head Custodian**

Elementary Head Custodians at the four elementary school locations shall receive an additional stipend of \$1,025 per year and the Junior High Head Custodian shall receive an additional stipend of \$1,525 per year.

**16.4.2 Custodian Longevity**

Full-time custodians shall receive longevity stipends according to the following schedule. Such longevity payments shall be made annually and shall not be cumulative or compounded. Custodians with at least ten years of experience receive \$900. Custodians with at least fifteen years of experience receive \$1,400. Custodians with at least twenty years of experience receive \$1,900.

**16.4.3 Degreed Teacher Aides**

Teacher Aides who possess a Bachelor’s degree shall be paid an annual stipend of \$1,500.

**16.5 Retirement**

There shall be available for the duration of this Agreement, a one-time retirement program for employees under the following conditions:

**1. Eligibility**

In order to qualify for this retirement program the employee must meet all of the following conditions:

- A. Completed at least fifteen (15) years of full-time continuous service in the employment of the District; and
- B. Is eligible for and has elected to retire under the provisions of the Illinois Municipal Retirement Fund; and
- C. Has submitted to the Superintendent an irrevocable written notice of intent to retire no later than ninety (90) days prior to the effective date of retirement.

**2. Benefits**

Eligible employees shall receive all of the following retirement benefits:

- A. The sum of \$500 for each year of full-time continuous District service accumulated at the time of retirement, which sum shall be paid no later than the receipt of the employee's final paycheck.

**3. Miscellaneous**

- A. The Board may limit the number of employees approved for participation in this program in any one year to 30% of those eligible.
- B. This program shall only be available for retirement effective no later than September 1, 2011, and shall expire at the end of this negotiated agreement.

## **ARTICLE XVII – NO STRIKES AND EMPLOYEE CONDUCT**

### **17.1 No Strike**

During the term of this Agreement, the Union, any employee on behalf of the Union, or any employee acting on his own shall not engage in or any way encourage, sanction, or condone any strike, picketing, slow-down, or concerted stoppage of work or any other disruption or interference with the operation of the schools in School District No. 161.

### **17.2 No Lockout**

The Board agrees that it will not lockout any employee during the term of this Agreement.

## **ARTICLE XVIII – EFFECT OF AGREEMENT**

The Board and Union hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to wages, hours, and terms and conditions of employment for employees covered by this Agreement.
2. This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the Board and Union.

## APPENDIX A

Employee Classifications	Hours/ Day	Hours/ Week	Sick Days	Emergency Days	Paid Vacation Days Per Years of Service	Paid Holidays
<b>Custodians</b>						
Full time	8	40	1-2 yrs: 10 days 3+ yrs: 15	3 days	1-4 yrs: 10 days 5-9 yrs: 15 days 10+ yrs: 20 days 20+ yrs: 25 days	Yes
Part Time-Regularly Employed	4	20	10 days	0	0	No
<b>Administrative Assistants</b>						
Full time (Eleven Month)	8	40	10 days	2 days	1-4 yrs: 9 days 5-9 yrs: 12 days 10+: 15 days	Yes
Part Time-Regularly Employed	6	30	10 days	2 days	1-4 yrs: 9 days 5-9 yrs: 12 days 10+: 15 days	Yes
<b>Clerks</b>						
Full time (Ten Month)	7.5	37.5	10 days	2 days	8 days	Yes
<b>Aides</b>						
Full time (Ten Month)	7	35	10 days	1 day	0	No
Part Time-Regularly Employed	3.5	17.5	10	0	0	No

<b>Bus Drivers</b>						
Full time	8	40	10 days	2 days	8 days	Yes
<b>Bookkeepers</b>						
Full time	8	40	1-2 yrs: 10 days 3+ yrs: 15 days	3 days	1-4 yrs: 10 days 5-9 yrs: 15 days 10+ yrs: 20 days 20+ yrs: 25 days	Yes
<b>Maintenance</b>						
Full time	8	40	1-2 yrs: 10 days 3+ yrs: 15 days	3 days	1-4 yrs: 10 days 5-9 yrs: 15 days 10+ yrs: 20 days 20+ yrs: 25 days	Yes
<b>Health Secretary</b>						
Full time (Ten Month)	7	35	10 days	2 days	8 days	Yes

**ARTICLE XIX – DURATION AND ACCEPTANCE**

This Agreement shall be effective September 1, 2008 and shall continue in force and effect until June 30, 2011.

This Agreement is signed this 14<sup>th</sup> day of September, 2009.

IN WITNESS THEREOF:

FLOSSMOOR EMPLOYEE'S UNION

BOARD OF EDUCATION  
FLOSSMOOR SCHOOL DISTRICT  
NO. 161, COOK COUNTY, ILLINOIS

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

## **MEMORANDUM OF AGREEMENT**

The parties acknowledge that all bargaining unit employees are required to use the District time clock process when arriving and departing their assigned building. The failure to follow this procedure may subject an employee to discipline. However, if attendance is verified in writing on the time card by the employee's principal, the failure to punch in and/or out will not result in discipline. Likewise, up to three (3) times per work year, an employee who forgets to punch in and/or out will receive a written reminder from the appropriate building administrator before experiencing intervention and/or discipline by the District office administration.