

# **DOLTON SUPPORT ASSOCIATION DSA**



**2005 - 2010**

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education of School District #148, Cook County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Dolton Support Association, hereinafter referred to as "DSA" or the "Association" as the sole and exclusive negotiation agent for all full-time and regularly employed part-time educational support employees including secretarial, bookkeeper(s), custodial, maintenance, nurse's aides, and paraprofessional employees, excluding all managerial (rights to evaluation), confidential (Board secretary), short-term temporary employees (playground, lunchroom monitors, one-on-one aides, and class-size aides). Short-term employees are substitutes, employees hired on a temporary basis, or employees whose full-time employment occurs primarily during the Summer, Winter or Spring recess of school. The term "employee", when used in this Agreement, shall be defined as a member of the bargaining unit described above unless expressly stated otherwise.

## **ARTICLE II**

### **BOARD AND ASSOCIATION RELATIONS**

#### **SECTION 2.1 CONTRACT TERMS**

Any individual employment contract between the Board and an employee shall conform to the terms of this Agreement.

#### **SECTION 2.2 REQUESTS FOR INFORMATION**

The Board agrees to furnish the Association, upon written request of the Superintendent or designee, public information which shall be reasonably necessary to permit the Association to enter into negotiations with the Board or to process a grievance hereunder. Such requests shall include, but shall not necessarily be limited to a copy of the current: 1) approved budget; 2) audit; and 3) adopted amendments to Board policies affecting employees.

#### **SECTION 2.3 VOLUNTARY DUES CHECK-OFF**

The Board agrees to remit to the Association Treasurer all monies collected through payroll deductions of Association dues. Such remittance shall be made bi-monthly within five (5) days after the end of each pay period and shall include all dues collected since the last transmittal to a period of at least thirty (30) calendar days prior to such transmittal. If it shall be the failure of the School Treasurer to make such a remittance, then 2.3 shall not be subject to a grievance. If the Board shall deduct and remit such dues as provided herein, the Association shall defend and hold harmless the Board, its members, agents and employees for making such deductions. The Board will not stop payroll deductions for Association fees of any member without written authorization of the President of the Association.

#### **SECTION 2.4 NO COERCION/DISCRIMINATION**

The parties agree that employees shall have the right without fear of reprisal, to join, or not to join, any organization, including the Association. The parties likewise agree that neither will discriminate against an employee by reason of their membership or absence of membership in the Association or any other employee organization, which shall operate in conformance with the law.

## **SECTION 2.5 FAIR SHARE**

Each bargaining unit member shall either join the Association or in lieu thereof, shall pay a fair share fee to the Association equivalent to the amount uniformly required of members of the Association, including local, state, and national dues for the cost of negotiating, administering and maintaining the Agreement. The amount of said fee shall be determined by the Association and certified by the Board.

In the event that the bargaining unit member does not pay said fee directly to the Association by October 1 of each school term, upon written notice to the Business Office by the Association, the Board shall deduct the fee from wages of said bargaining unit member according to the procedures which apply to Association members, including amounts and times of payment. Such fee or portions thereof shall be paid to the Association, by the Board, no later than ten (10) days following receipt of funds from the Township School Treasurer.

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

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

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

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

## **SECTION 2.6 USE OF SCHOOL PROPERTY FOR ASSOCIATION MEETINGS**

The Association shall have the right to use school buildings for official Association meetings, provided advance request for such use shall have been given to the Superintendent or designee, and that any expense incurred in connection with such use is reimbursed to the Board. This paragraph shall not be applicable to any meeting of more than fifteen (15) persons where less than ninety percent (90%) of those in attendance are employees of the District or their spouses. Official Association announcements may be placed in employee mailboxes provided a copy thereof shall concurrently be given to the affected Building Principal and to the Superintendent.

## **SECTION 2.7 USE OF BOARD EQUIPMENT**

Association members may use Board equipment for Association-related activities, including but not limited to typewriter, computer, and duplicating equipment, provided the Association shall have prior approval and shall reimburse the District for the cost of any supplies and for any damage occasioned by such use.

## **SECTION 2.8 EMPLOYEE LISTS**

Names, job site(s), home addresses and job titles of all employees shall be provided to the Association President by September 15 of each school year. Such information pertaining to employees hired after September 15 shall be provided to the Association within fifteen (15) days of the date of hire of a new employee.

## **SECTION 2.9 PERSONNEL FILES**

- A. There shall be only one (1) official personnel file for each employee. Prior to any material being placed in any employee's file, a copy of such material shall be provided to the employee. Each employee shall have the right, upon reasonable advance request, to review the contents of his or her file and to place therein written reactions to any of its contents or to obtain copies thereof.

At no time shall an employee or representative of an employee, permanently remove any item from the personnel files.

- B. An employee shall be entitled to submit supplemental qualification statements to record experience and/or training not listed on his or her initial employment application.

## **SECTION 2.10 BOARD MEETINGS**

The President of the Association or designee shall be furnished a copy of the Board agenda for any regular or special Board meeting, if there be such, in advance of such meeting, by placing a copy thereof in his or her school mailbox or by such other procedure as shall be mutually agreeable. The President shall likewise be furnished a copy of the approved minutes of Board meetings.

## **SECTION 2.11 STRIKES AND LOCKOUTS**

- A. **Strikes** - The Association agrees that it will not at any time engage in a strike during the period of this Agreement.
- B. **Lockouts** – The Board agrees that it will not lock out any employee during the term of this Agreement.
- C. **Non-Bargaining Unit Strikes** – If in the event any employee reports to any assigned work place where a non-bargaining unit member is engaged in a strike, the employee shall perform only those duties regularly assigned to bargaining unit members during said strike. Employees shall not be required to perform non-bargaining unit members' activities.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **SECTION 3.1 DEFINITION**

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

#### **SECTION 3.2 TIME LIMITS**

All time limits shall consist of employment days except during summer recess period when they shall mean Monday through Friday, exclusive of legal holidays.

#### **SECTION 3.3 EMPLOYEE/ASSOCIATION RIGHTS**

Every employee covered by this Agreement shall have the right to present grievances in accordance with this procedure. The Association shall also have this right. The Association President shall be furnished a copy of said grievance before presentation.

#### **SECTION 3.4 TIME OF THE ESSENCE**

Failure of any employee or the Association to submit or to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

#### **SECTION 3.5 RIGHT TO REQUEST REPRESENTATION**

The Board acknowledges the right of the Association's grievance representative(s) to participate in the processing of a grievance at any formal level, and no employee shall be required to discuss any grievance if the Association's representative has not been offered the opportunity to be present. The grievant shall be present at all meetings unless, in unusual circumstances, he or she authorizes in writing, an IEA-NEA representative to represent him or her.

### **SECTION 3.6 EXPENSES OF GRIEVANCE**

The parties agree to cooperate with each other in the consideration of any grievance, and share equally the standard and normal costs of processing said grievance. This is not intended to include attorney's fees or other expenses beyond the scope of a normal grievance procedure.

### **SECTION 3.7 PRE-GRIEVANCE CONSULTATION**

The parties hereto acknowledge that it is usually most desirable for any employee and the employee's immediately involved supervisor to resolve problems through free and informal communications.

### **SECTION 3.8 REPRESENTATION**

Association representative(s) may accompany the employee to assist in the informal resolution of the grievance.

### **SECTION 3.9 GRIEVANCE STEPS**

If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

**STEP 1** The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within fifteen (15) days after receipt of the grievance. Such written grievance shall be filed with such supervisor within fifteen (15) days of the event giving rise to the grievance. The Association's representative(s), the grievant and the immediately involved supervisor may be present for the meeting. Within fifteen (15) days of the meeting, the grievant and the Association will be provided with the supervisor's written response, including the reasons for the decision, as long as such reasons shall not be cause to file additional grievances.

**STEP 2** If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Superintendent or the Superintendent's official designee with fifteen (15) days after receipt of the Step 1 answer. The Superintendent shall arrange for a meeting to take place within fifteen days of the Superintendent's receipt of appeal. Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary. Within fifteen (15) days of the meeting, the Association and the grievant, if other than then

Association, shall be provided with the Superintendent's written response, including the reasons for the decision, as long as such reasons shall not be cause to file additional grievances.

**STEP 3** If the Association is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the receipt of the Step 2 answer, then the grievance shall be deemed withdrawn.

- a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter the terms of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented by the Board and the Association, and the decision shall be based only upon interpretation of the meaning or application of the express relevant language of this Agreement.
- c. If the grievant shall file a complaint in any form other than under the grievance procedure of the Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.
- d. The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one (1) party requests a transcript, that party shall bear the cost of the transcript. If both parties request a copy of the transcript, the cost of the transcript shall be equally divided by the parties.

### **SECTION 3.10 BYPASS TO SUPERINTENDENT**

A grievance involving an administrator above the building level may be initially filed at Step 2 under Section 3.9.

### **SECTION 3.11 BYPASS TO ARBITRATION**

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

**SECTION 3.12 NO REPRISALS CLAUSE**

No reprisal shall be taken by the Board or the Association against any employee because of the employee's participation in a grievance.

**SECTION 3.13 RELEASED TIME**

Should any grievance meeting require that an employee or any Association representative(s) be released from their regular assignment, the employee or Association representative(s) shall be released without loss of pay or benefits.

**SECTION 3.14 ACCESS TO PUBLIC RECORDS**

Where the processing of a grievance requires the review of public records maintained by the Board, the appropriate employee or Association representative(s) shall be afforded a reasonable opportunity to peruse such records during normal business hours.

**SECTION 3.15 GRIEVANCE RECORDS**

All records related to a grievance shall be filed separately from the personnel file of the employee.

**SECTION 3.16 GRIEVANCE WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent, and if withdrawn, such grievance shall be treated as never having been filed.

## **ARTICLE IV**

### **WORKING CONDITIONS**

#### **SECTION 4.1 WORKDAY/WORKWEEK**

##### **A. Maintenance/Head Custodian/Full-Time Custodial Employees**

1. The standard workday for custodial/maintenance employees shall be eight (8) hours, exclusive of lunch but inclusive of at least one (1) fifteen (15) minute break every four (4) hours.
2. Subject to the approval of the immediate supervisor, each maintenance/custodial employee shall have the choice of either a thirty (30) minute or a one (1) hour unpaid duty free lunch break daily.
3. The standard workweek for custodial/maintenance employees shall be forty (40) hours per week, for five (5) consecutive days.
4. Paid leaves, holidays and vacation days shall all count toward meeting the above workweek requirements.
5. The workday for employees shall be agreed upon between the administrator and the employee provided that the hours be consecutive and shall not begin prior to 5:30 a.m., but not later than 8:30 a.m. The workday for full-time night custodian employees shall be agreed upon between the administrator and the employee provided that the hours be consecutive and shall not begin prior to 2:30 p.m. with the exception of all non-student attendance days, but subject to the availability of the employee.

##### **B. Part-Time Custodial Maintenance Employees**

1. The standard workday for part-time custodial employees shall be the actual number of hours worked which shall be five (5) hours per day or less, inclusive of one (1) fifteen (15) minute break mid-shift of work each day.
2. The standard workweek for part-time custodial employees shall be the number of hours worked per day multiplied by five (5) workdays per week.
3. Paid leaves shall count toward meeting the above workweek requirements.

### **C. Secretarial Employees – 12 month**

1. The standard workday for 12 month full-time secretarial employees when school is in session shall be seven (7) hours and forty-five (45) minutes exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday.
2. The standard workday for 12 month full-time secretarial employees when school is not in session shall be six (6) hours per day, exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday. Effective for the summer of 2005 only, the summer four (4) day schedule begins one (1) week after the last student attendance day and ends three (3) weeks prior to the first student attendance day for the new school year. Summer hours will be seven and one-half (7½) hours per day for four (4) consecutive days, Monday through Thursday, exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday. The summer schedule shall be reviewed prior to the completion of the 2005-2006 school year to determine whether this schedule should be implemented for any future year or years.
3. The standard workweek for 12 month full-time secretarial employees shall be thirty-eight and three quarters (38 ¾) hours/week, Monday through Friday, when school is in session and thirty (30) hours per week when school is not in session.
4. Subject to the approval of the immediate supervisor, each secretarial employee shall have the choice of either a thirty (30) minute or a one (1) hour unpaid, duty-free lunch break daily.
5. Paid leaves, holidays and vacation days shall all count toward meeting the above workweek requirements.
6. The workday for secretarial employees shall be agreed upon between the administrator or District employee designee and the employee provided that the hours shall be consecutive and shall not begin prior to 7:30 a.m., but no later than 8:45 a.m.

### **Secretarial Employees – 10 month**

1. The standard workday for 10 month full-time secretarial employees when school is in session shall be seven (7) hours and forty-five (45) minutes exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday.

2. The standard workday for 10 month full-time secretarial employees when school is not in session shall be six (6) hours per day, exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday.
3. The standard workweek for 10 month secretarial employees shall be thirty-eight and three-quarters (38  $\frac{3}{4}$ ) hours/week, Monday through Friday, when school is in session and thirty (30) hours per week when school is not in session.
4. Subject to the approval of the immediate supervisor, each secretarial employee shall have the choice of either a thirty (30) minute or a one (1) hour unpaid, duty free lunch break daily.
5. Paid leaves and holidays days shall count toward meeting the above workweek requirements.
6. The workday for secretarial employees shall be agreed upon between the administrator or District employee designee and the employee provided that the hours shall be consecutive and shall not begin prior to 7:30 a.m., but no later than 8:45 a.m.

**D. Office Assistant/Floater Office Assistant Employees**

1. The standard workday for office assistant employees shall be the actual number of hours worked which shall be five (5) hours per day, inclusive of one (1) fifteen (15) minute break mid-shift of each work day.
2. The standard workweek for office assistant employees shall be the number of hours worked per day multiplied by five (5) workdays per week.
3. Paid leaves shall count toward meeting the above mentioned workweek requirements.

**E. Paraprofessional Employees**

1. The standard workday for paraprofessionals shall be six (6) hours per day, exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday.
2. Paraprofessional employees shall have a thirty (30) minute unpaid, duty-free lunch break daily.
3. The standard workweek for paraprofessionals shall be thirty (30) hours/week, Monday through Friday.

4. Paraprofessionals may be allowed to leave prior to the end of the regular workday after students have been dismissed and dispersed from school grounds on Fridays and the workday before a holiday.

**F. Health Aide Employees**

1. The standard workday for health aide employees shall be six (6) hours per day, exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday.
2. Each health aide employee shall have a thirty (30) minute unpaid, duty-free lunch break daily.
3. The standard workweek for health aides shall be thirty (30) hours/week, Monday through Friday.
4. Health aides may be allowed to leave prior to the end of the regular workday after students have been dismissed and dispersed from school grounds on Fridays and the workday before a holiday.
5. The Board reserves the right to assign Health Aides to more than one hundred eighty (180) days per school year. If Health Aides are assigned to more than one hundred eighty (180) days per school year, they shall be compensated on a per diem basis according to the current hourly rate. In no event shall the Board assign Health Aides to more than ten (10) days in excess of one hundred eighty (180) days per school year.

**G. Bookkeeper/Payroll and Bookkeeper/Payroll Asst.**

1. The standard workday for 12 month full-time bookkeeper/payroll employees when school is in session shall be eight (8) hours exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday.
7. The standard workday for 12 month full-time bookkeeper/payroll employees when school is not in session shall be six (6) hours per day, exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday. Effective for the summer of 2005 only, the summer four (4) day schedule begins one (1) week after the last student attendance day and ends three (3) weeks prior to the first student attendance day for the new school year. Summer hours will be seven and one-half (7½) hours per day for four (4) consecutive days, Monday through Thursday, exclusive of lunch but inclusive of at least two (2) fifteen (15) minute breaks each workday. The summer schedule shall be reviewed prior to the completion of the 2005-2006 school year to determine whether this schedule should be implemented for any future year or years.
8. The standard workweek for 12 month full-time bookkeeper/payroll employees shall be forty (40) hours/week, Monday through Friday,

when school is in session and thirty (30) hours per week when school is not in session.

9. Subject to the approval of the immediate supervisor, each bookkeeper/payroll employee shall have the choice of either a thirty (30) minute or a one (1) hour unpaid, duty-free lunch break daily.
10. Paid leaves, holidays and vacation days shall all count toward meeting the above workweek requirements.
11. The workday for bookkeeper/payroll employees shall be agreed upon between the administrator or District employee designee and the employee provided that the hours shall be consecutive and shall not begin prior to 7:30 a.m., but no later than 8:45 a.m.

## SECTION 4.2 WORK YEAR/HOURS/DAYS

The work year for all employees of the District, with the components thereof in terms of hours shall be as provided for in this Section.

| JOB DESCRIPTION   | HOURS         | COMPONENTS  |
|---|---------------|---|
| Maintenance/Head Custodian Full-Time Custodian  | 2080 Hours    | 260 days x 8 hours = 2080 hours   |
| Part-Time Custodian/<br>Part-Time Floater Custodian   | 540 Hours     | 180 days x 3 hours = 540 hours  |
|   | 720 Hours     | 180 days x 4 hours = 720 hours  |
|   | 900 Hours     | 180 days x 5 hours = 900 hours  |
| Bookkeeper/Payroll/<br>Bookkeeper/Payroll Asst.   | 1850 Hours    | 180 days + 10 paid holidays @ 8 hours = 1520 hours<br>54 days + 1 paid holiday @ 6 hours = 330 hours<br>1520 hours + 330 hours = 1850 hours<br>190 days + 55 days = 245 days<br>(perform no work in winter and spring breaks)               |
| 12 Month Secretarial<br><br>(Note: Ruth Lenz remains at 1825.75 hours as only remaining hire before 1995) | 1802.50 Hours | 180 days + 10 paid holidays @ 7.75 hours = 1472.50 hours<br>54 days + 1 paid holiday @ 6.00 hours = 330 hours<br>1472.50 hours + 330 hours = 1802.5 hours<br>190 days + 55 days = 245 days<br>(perform no work in winter and spring breaks) |
| 10 Month Secretarial  | 1592.50 Hours | 180 days + 10 paid holidays @ 7.75 hours = 1472.50 hours<br>20 days @ 6 hours = 120 hours<br>1472.50 hours + 20 days = 205 days<br>(perform no work in winter and spring breaks)  |
| Office Assistant/Floater Office Assistant   | 900 Hours     | 180 days x 5 hours = 900 hours  |
| Paraprofessional  | 1140 Hours    | 180 days + 10 paid holidays @ 6 hours = 1140 hours  |
| Health Aide   | 1140 Hours    | 180 days + 10 paid holidays @ 6 hours = 1140 hours  |

If the Board is required to extend the school year, all employees in ten (10) month categories who work the extended year shall receive per diem compensation based on their regular rate of compensation for such extension.

## SECTION 4.3 OVERTIME

- A. Regular Overtime – All work in addition to eight (8) hours per day, or forty (40) hours per week shall be compensated at the rate of one and one half (1 ½) times the normal rate of pay.
- B. Holiday Overtime – All work on holidays will be compensated at two (2) times the employee's normal rate of pay.

1. The assigning of overtime work for the Maintenance/Custodial employees shall follow the guidelines established by the DSA and Business Manager's office. Any deviation of the said guidelines by the Administration or its designee shall be at the approval of the DSA President in conjunction with the DSA Executive Committee.
  2. The assigning of overtime work for the Secretarial employees shall be at the discretion of the Building Administrator who shall be given an allotment of 20 hours per school year, per secretarial employee. Any increase of said allotment by the Building Administrator shall be at the approval of the DSA President in conjunction with the DSA Executive Committee.
  3. The assigning of overtime work for the paraprofessional employees shall be at the discretion of the Building Administrator with the approval of the DSA President in conjunction with the DSA Executive Committee.
- C. The 10-month employee shall have the right to be called to work outside the regular scheduled work year, providing that the Superintendent and the DSA President in conjunction with the DSA Executive Committee have rights to approval, when the DSA pool is affected. The employee will be compensated at his/her regular hourly salary.

#### **SECTION 4.4      EMERGENCY CALL IN**

If an employee is called in on an emergency basis said employee shall be paid for two (2) hours at his/her hourly rate or the actual number worked, whichever is greater. Any emergency basis calls received during said two (2) hour paid period shall be part of the original paid call in.

#### **SECTION 4.5      NOTIFICATION**

Each employee shall be mailed, on or before August 20 of each year, a statement indicating:

- A. Name of school(s) to which employee is assigned.
- B. Salary
- C. The exact number of accumulated unused sick leave days and vacation leave days as applicable for the school year.
- D. The date upon which ten (10) month employees are scheduled to report for work.



## **SECTION 4.6 LUNCH SUPERVISION**

Employee participation in lunch supervision shall be determined on a school by school basis pursuant to the provisions of ARTICLE XIII, Site-Based Problem Solving, utilizing a consensus decision making process.

## **SECTION 4.7 UNIFORMS**

- A. Upon completion of the probationary period, the Board has the right at no cost to the employee, to furnish each custodial/maintenance employee (who is required to wear a uniform to work) up to five (5) complete sets of uniforms to be worn during the employee's standard workday when school is in session. The employee shall be responsible for the laundering and other maintenance of the uniforms.
- B. Periodically the Board will exchange up to two (2) uniforms or approved uniform supplement.
- C. All uniform items shall be worn only while on duty and while going to and from work.
- D. The uniforms shall remain the property of the Board and be returned upon termination of employment.

## **SECTION 4.8 RESIGNATIONS**

Unless waived by the Board, an employee who is resigning shall give two (2) weeks written notice (10 working days).

## **SECTION 4.9 SPECIAL EDUCATION PARAPROFESSIONALS**

- A. In compliance with guidelines issued for Special Education classes, the DSA will recognize the need for Special Education class replacement paraprofessional.
- B. The district will make every effort to provide a substitute Special Education Paraprofessional after the District has been notified that an aide will be absent more than five (5) working days and /or a long-term absence.
- C. The substitute Special Education Paraprofessional will be paid at \$1.00 less than the beginning hourly rate for this position without benefits.

## **ARTICLE V**

### **VACANCIES, TRANSFERS AND PROMOTIONS**

#### **SECTION 5.1 DEFINITION OF VACANCIES**

A vacancy shall be defined as any open or newly created position in the bargaining unit which the Board has determined to fill. The Board must make every attempt to fill the position within thirty (30) calendar days.

#### **SECTION 5.2 POSTING VACANCIES**

All vacancies shall be posted no later than ten (10) days after the person leaves their employment, in a conspicuous place in each building of the District for a period of five (5) workdays, except in the case of emergency. Current qualified employees who apply shall be given consideration for the position. Said posting shall contain the following information.

- A. Job Classification
- B. Location of work during the school year
- C. Starting Date
- D. Hours and days to be worked
- E. Minimum qualifications
- F. Hourly rates as per current Agreement

#### **SECTION 5.3 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 in the same job classification as the vacancy shall be involuntarily transferred.

#### **SECTION 5.4 VOLUNTARY TRANSFER**

No employee shall have the right of voluntary transfer. All employees will have the right to apply for any posted position for which they are qualified.

## **ARTICLE VI**

### **SENIORITY AND LAYOFFS**

#### **SECTION 6.1 DEFINITION OF SENIORITY**

Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first working day. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by a coin toss, which shall be held within ten (10) days of employment. The toss shall be conducted by the President and Vice President of the Union. The affected employees shall be present.

The seniority list shall reflect length of service in the District and years of service at the current job classification. Regularly employed part-time nonprofessional educational employees shall accrue seniority on a pro rata basis. Seniority shall be prorated by the part-time hours worked per fiscal year divided by the number of hours worked by a full-time employee's hours in that job category/classification as provided for in Section 4.1 and 4.2 per this Agreement.

#### **SECTION 6.2 MAINTAINING AND POSTING SENIORITY LISTS**

The Board shall prepare, maintain and post the seniority list by classification annually by November 15. Copies of the seniority lists and subsequent revisions shall be furnished to the Association President.

#### **SECTION 6.3 JOB CLASSIFICATIONS**

There shall be eight (8) job classifications:

1. Maintenance
2. Head Custodian
3. Full/Part-Time/One (1) Floater Custodian
4. Bookkeeper/Payroll (1) Assistant
5. Secretarial
6. Office Assistant/One (1) Floater Office Assistant
7. Paraprofessional
8. Health Aide

## **SECTION 6.4      JOB DESCRIPTIONS**

Job descriptions shall be attached to this Agreement. A joint District and Association committee will be established to revise and update the job description of, and evaluation forms for, all bargaining unit positions as needed. The committee shall consist of six (6) members, three (3) from each of the parties of this Agreement. The Board committee members shall consist of the Superintendent and two (2) designees from the Administration selected by the Superintendent. The Association membership on said committee shall consist of the Association President and two (2) bargaining unit members selected by the President. The committee will complete the job description review in a timely manner.

The job descriptions so established shall be a part of the provisions of this Collective Bargaining Agreement subject to mutual modification upon the recommendation of the aforementioned committee which shall have the power to do so without the necessity of collective bargaining and ratification of such changes by the Association and the Board.

## **SECTION 6.5      REDUCTION IN FORCE**

- A. If the Board determines that a reduction in the number of employees is necessary, then the Board shall lay off employees in accordance with the seniority list for the job category affected. A less senior employee shall be laid off prior to a more senior employee being laid off.
- B. An employee shall have a notice sent by certified mail, return receipt requested, sixty (60) days before end of school prior to the effective date of layoff.
- C. Such layoff shall be an honorable dismissal.

## **SECTION 6.6      LAYOFF DETERMINATION**

Any employee laid off in accordance with this Section shall be entitled to a recall to any vacancy in a category in which they worked or for which they have bumping rights for a period of one (1) calendar year from the last compensated day of employment. Acceptance of recall to a part-time position shall not extinguish one's recall rights to a full-time position. Said recall shall be in the reverse order of layoff (e.g., the employee with the greater seniority recalled first, the employee with the next greater seniority recalled second, etc.). Notices of recall shall be sent by certified mail to last known address provided to the Board. The recall notice shall state the time and date on which the employee is to report back to work.

## **SECTION 6.7      EMPLOYEE RECALL**

It shall be the responsibility of the employee to keep the Board informed of the employee's current address. It shall be the responsibility of the employee to respond within fifteen (15) calendar days of receipt of the Board's letter of recall in order to retain the rights of recall hereunder.

## **SECTION 6.8      BUMPING RIGHTS**

For purposes of this Section, a maintenance employee or a head custodian may "bump" the least senior custodian (8 hour) if failure to "bump" would result in the lay off of a maintenance employee or head custodian with greater seniority than the least senior custodian (8 hour).

For purposes of this Section, a custodian (8 hour) may "bump" the least senior part-time custodian (4 hour) if failure to "bump" would result in the lay off of a custodian (8 hour) with greater seniority than the least senior part-time custodian.

For purposes of this Section, a twelve (12) month secretarial employee may "bump" the least senior ten (10) month secretarial employee if the twelve (12) month secretarial employee has great seniority.

## **SECTION 6.9      NOTIFICATION OF RIF**

Should the Board determine that the RIFing of a support category or categories is necessary, the Board shall first consult with the President or designee of the Association prior to implementing any RIF procedure.

## **ARTICLE VII**

### **EVALUATION AND DISCIPLINE**

#### **SECTION 7.1 EMPLOYEE EVALUATION**

- A. Non-probationary employees shall be evaluated at least once every two (2) years.
- B. Within sixty (60) days after the beginning of each school term, employees will be informed as to whom will be responsible for each employee's supervision and evaluation. Final responsibility for evaluating the employee shall rest with the Superintendent or his/her designee in conjunction with a District Administrator.
- C. Prior to November 1, each designee and administrator will hold a conference with employees under his/her direction. At this time, the evaluation procedure to be used for the school year will be reviewed. Employees will be evaluated by using a standardized evaluation form.
- D. Each formal written evaluation shall be preceded by at least one (1) informal observation.
- E. A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator(s) within fifteen (15) days of the formal evaluation. A copy of the evaluation signed by both parties shall be retained by the employee at the time of the conference.
- F. Should there be a disagreement on the evaluation, the employee may request, in writing, a conference with the evaluator(s) and /or designee and administrator. The employee shall sign the evaluation form, but signature shall not indicate agreement with the contents thereof, but merely shall indicate receipt thereof.
- G. Any employee may attach a statement to the evaluation for enclosure in the personnel file.
- H. If an employee is assigned to more than one (1) work place or more than one (1) designee and administrator, the employee shall be evaluated by at least one (1) of said designee and administrator.

#### **SECTION 7.2 EMPLOYEE DISCIPLINE**

- A. No employee shall be disciplined – including reprimands, suspensions, reductions in rank, or other actions of a disciplinary nature – without just cause. Any such discipline shall be subject to the grievance procedure herein before set forth including binding arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

B. The probationary period for all employees new to a category shall be three (3) months. With the joint approval of the DSA and Administration, this probationary period can be extended for one (1) additional three (3) month period. The Board need not have just cause to suspend or discharge an employee. All employees whether probationary or long standing are to be governed by the contents of this Agreement and are expected to adhere to the rules and guidelines set forth for employment and discipline.

C. At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Association recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause. Where applicable, discipline will be performed in a progressive manner and shall consist of:

1. **Oral Warning**

The oral warning shall be delivered to the employee by the designee or administrator. The designee and/or administrator shall draft a memorandum or oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the designee/administrator, and the Association. Such memoranda may not be used for further disciplinary actions beyond a two year period.

2. **Written Warning and Conference**

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet to discuss the problem. The Association shall be notified and shall have a right to be present at the meeting. At said meeting, acceptable performance shall also be discussed. A written memorandum shall be prepared and a copy shall include the following information:

- a. The item in need of improvement
- b. The expected step(s) necessary to improve performance
- c. The scheduled time frame to monitor improvement
- d. The date for a follow-up conference is given to the employee and all persons present shall sign said memoranda and a copy placed in the personnel file.

3. **Disciplinary Suspension**

If the unsatisfactory performance or conduct has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the employee, administrator and/or designee or wherein the reasons for suspension without pay for up to thirty (30) workdays.

Nothing herein shall be construed to limit the District's authority to affect a suspension with pay for an unlimited duration, for purposes of conducting an investigation into allegations received concerning an employee.

4. **Discharge**

If the unsatisfactory performance or conduct has not been corrected after the disciplinary suspension of the employee, the employee may be discharged. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Board of Education prior to a decision regarding the anticipated discharge. The Association shall be notified and shall have a right to be present at the Board meeting.

D. **Discipline Sequence**

Where appropriate disciplinary provisions shall consist of:

1. Oral Warning
2. Written Warning
3. Suspension with or without pay
4. Demotion or discharge

This section shall not be interpreted to prevent the School District from discharging immediately for cause, nor from changing the above sequence or from eliminating a step(s) depending upon the severity of the conduct for which the discipline is being administered. Further, this Section shall not be interpreted to require successive progressive steps for same or similar unsatisfactory conduct.

E. **Reasons for termination of employment shall be accompanied by reasonable notice and shall be in writing to the employees.**

**SECTION 7.3 EMPLOYER HEARINGS/EMPLOYEE RIGHTS**

When any employee is required to appear before an administrator, a Board committee, or Board of Education concerning any matter which is disciplinary in nature, or which could adversely affect the continuation of that employee in his/her position of employment, or his/her salary or any salary pertaining thereto, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

#### **SECTION 7.4      EVALUATION DISTINGUISHED**

The evaluation process provided for in Section 7.1 above is not considered disciplinary in nature and, therefore, the Association and the Board agree that the procedural provisions of Section 7.3 are not applicable to said evaluation process.

#### **SECTION 7.5      DESIGNEE DEFINED**

For the purpose of Article VII the parties agree that Designee shall mean the representative of Aramark or the teacher in the case of paraprofessionals. Designee shall have the authority to direct, supervise, and train employees in the performance of their job responsibilities.

Designee shall have the right to initiate disciplinary action at the first two (2) steps: Oral Warning and Written Warning. The appropriate administrative co-signature is required. Designee may also co-sign the appropriate employee evaluation and provide input. Nothing herein shall be construed to prevent a District administrator from evaluating or initiating discipline without involvement of the Designee.

## ARTICLE VIII

### LEAVES

#### SECTION 8.1 SICK LEAVE

- A. Each 10 month employee who has accumulated fifty (50) sick leave days or less shall be granted by the Board thirteen (13) sick leave days during each school year. Each employee who has accumulated more than fifty (50) but less than one hundred twenty (120) sick leave days shall be granted by the Board fourteen (14) sick leave days during each school year following the year in which more than fifty (50) sick leave days are retained at the end of that year. Each employee who has accumulated more than one hundred twenty (120) sick leave days shall be granted by the Board fifteen (15) sick leave days during each school year following the year in which more than one hundred twenty (120) sick leave days were retained at the end of that year.

Each 12 month employee who has accumulated fifty (50) sick leave days or less shall be granted by the Board fifteen (15) sick leave days during each school year. Each employee who has accumulated more than fifty (50) but less than one hundred twenty (120) sick leave days shall be granted by the Board sixteen (16) sick leave days during each school year following the year in which more than fifty (50) sick leave days are retained at the end of that year. Each employee who has accumulated more than one hundred twenty (120) sick leave days shall be granted by the Board seventeen (17) sick leave days during each school year following the year in which more than one hundred twenty (120) sick leave days were retained at the end of that year.

1. Sick leave shall be granted to non-probationary employees on July 1 in an amount equal to the yearly allotment.
2. Probationary employees shall be credited sick leave for each month of employment after completing three (3) months of employment, prorated as one sick day per month.
3. Sick leave shall be defined as personal illness, quarantine at home or death or illness in the immediate family or household. Sick leave shall not be used for elective or cosmetic surgery which can be postponed to a time when school is not in session as determined by the employee's physician.
4. Unused sick leave will accumulate, including the current year of employment, to a maximum of two hundred forty (240) days.
5. A physician's statement may be requested by the Board, at Board expense, following the third (3<sup>rd</sup>) consecutive day of an employee's absence.
6. The immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, nieces, nephews, and legal guardians.

7. The Board of Education has the right to require a note from a doctor when absence occurs on a day preceding or following a school holiday.
  8. Accumulated sick leave from regular part-time employment may be used by those part-time employees working during Summer, Winter, and Spring breaks. Each day used by part-time employees during these times shall result in the deduction of two (2) days from their accumulated sick leave time.
- B. Sick leave shall be granted in units of no less than one half (1/2) day for full-time employees and in units of the length of the workday for part-time employees.
- C. Each employee is critical to the effective operation of our schools. Excessive absenteeism harms the district as a whole and places an inordinate burden on fellow employees. Appropriate and adequate leaves of absence for illness and personal business have been agreed to and provided for in this Agreement.

Employees who have used all of their sick leave and are being docked, shall be considered excessively absent unless good cause is shown for the absence. Good cause is defined as a health problem of sufficient severity which prevents the employee from attending work.

A physician's statement verifying the health problem which prevented the employee from attending work shall be required for any excessive absence by an employee beyond the employee's allotted sick leave. A second medical opinion may be required by the Board whenever there is a question of an employee's ability to continue performance of duties, or when absence becomes frequent or recurring.

## **SECTION 8.2      PERSONAL LEAVE**

- A. The Board shall grant each twelve (12) month employee two (2) days of personal leave at full pay for personal business per fiscal year for matters which cannot be handled during non-work days or hours.

The Board shall grant each ten (10) month employee two (2) days of personal leave at full pay for personal business per fiscal year for matters, which cannot be handled during non-work days or hours. One (1) day shall be granted upon completion of the first three (3) months of non-probationary employment, and one (1) the following three (3) months; if this time period should fall during the school term.

- B. Probationary twelve (12) month employees shall similarly receive two (2) days of personal leave for personal business, provided that one (1) day shall be granted upon completion of the first three (3) months of non-probationary employment and that the second day be granted upon completion of the next three (3) months thereafter.

- C. Such leave shall not be granted during the first five (5) or last five (5) student attendance days, nor immediately preceding or following a school vacation or holiday. This restriction shall not apply to religious holidays of the employee's faith, attendance at weddings or graduation of the employee's immediate family, attendance at the funerals of friends or relatives outside the immediate family, serious damage to the employee's property which occurs unexpectedly, or an emergency which shall be explained.
- D. Personal business leave shall not be available for the employee for purposes of recreational travel, to accompany a family member on a trip, a job interview, a work stoppage of any kind, or to accompany a family member on any of the aforementioned.
- E. Personal leave shall require the employee to notify forty-eight (48) hours in advance the Superintendent or a designee of the intention to use personal business day(s). No reason need be given for the use of said leave. If an emergency necessitates the use of personal leave days without forty-eight (48) hours notice, the employee shall inform the Superintendent or a designee as soon as possible, provided that in such an emergency such application shall include an explanation of the emergency as provided on the application.
- F. Unused personal business days shall be allowed to accumulate solely for the purpose of increasing each employee's accumulated and unused sick leave.
- G. Personal leave shall be granted in units of no less than one half (1/2) day for full-time employees and in units of the length of the workday for part-time employees.

**SECTION 8.3 MATERNITY LEAVE**

An employee may utilize accumulated sick leave during any period of illness related to her pregnancy and/or delivery of the child, such leave to commence upon the date the employee is unable to continue working and to terminate upon the date the employee is able to return to work. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of illness resulting from her pregnancy and/or the delivery of the child.

**SECTION 8.4 PARENTAL LEAVE**

- A. An employee shall be entitled to a parental leave of absence. Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child, and shall state the requested dates upon which such leave shall commence and terminate.
- B. The leave shall not exceed the balance of the school year in which it commences and one (1) additional school year.

- C. Sick leave shall not be applicable during this period of parental leave. Any accumulated leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.

## **SECTION 8.5 ADOPTION LEAVE**

Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Adoption leave shall be granted upon satisfactory written notification to the Superintendent or his/her designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or designee fully informed of the status of the proceedings and as soon as known, the expected date of the delivery of the child. Adoption leave, when possible, will meet the requirements and time limitations of parental leave.

## **SECTION 8.6 FAMILY MEDICAL LEAVE**

In addition to the leaves provided elsewhere in this Agreement, employees are entitled to leave according to the terms of the Family Medical Leave Act subject to the following provisions:

### **A. DEFINITIONS – As used in this Agreement**

**Eligible employee** means an employee who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months that preceded the period of the requested leave. For the purpose of determining hours of service for eligibility purposes, the number of hours worked as reported to the Illinois Municipal Retirement Fund shall be used.

**Academic Term** means that portion of the school year, July 1 to the following June 30, when school is in actual session.

**Equivalent position** shall mean that the position the eligible employee held immediately prior to the commencement of leave under this Agreement.

**Other terms** shall be defined as defined in the Family Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

### **B. PURPOSES**

1. the birth of a child;
2. the adoption of a child or placement of a foster child;
3. to care for the spouse, son or daughter regardless of age, or parent who has a serious health condition; and
4. a serious health condition that makes the employee unable to perform his or her job.

- C. Leaves requested for the purposes listed above shall be granted for a total of up to twelve (12) weeks unless a leave of shorter duration is requested by the eligible employee, or unless the employee is, by virtue of another Section of this Agreement, entitled to a leave of longer duration.

Employees may, but shall not be required to, use paid sick leave days and/or personal leave days during the period of a leave taken under the Family Medical Leave Act.

- D. In any case in which the necessity for leave under subparagraphs B 1 or 2 is based upon an expected birth or placement, the eligible employee shall provide the Superintendent with not less than thirty (30) days notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as much advance notice as is practicable.

In any case in which the necessity for leave under subparagraphs B 3 or 4 is based upon the illness or serious health condition the eligible employee shall make every reasonable effort to schedule the treatment so as to not disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not less than thirty (30) days notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as much advance notice as is practicable.

- E. Except in those cases where the Family Medical Lave Act provides that the Board shall pay the premiums, an employee may continue insurance coverage while on leave at the employee's own expense.
- F. In the event the Family Medical Leave Act is repealed, then this Section of the Agreement shall, as of the date of the repeal, no longer be in force and effect.

## **SECTION 8.7 DISCRETIONARY LEAVES**

Upon written application, the Superintendent is authorized to grant additional unpaid leaves of absence for what reasons and subject to such conditions and limitations as the Superintendent deems appropriate. That granting or failure to grant any such leave shall not serve as a precedent for any future leave.

## **SECTION 8.8 WORK RELATED INJURY**

If an employee shall be injured while acting within the scope of employment and pursuant to Board policy, the employee is entitled to receive temporary disability benefits paid by the insurance company that administers the District's program for workers' compensation. In lieu of salary paid by the District, the employee is entitled to payments which represent two-thirds (66 2/3%) of the employee's average weekly earnings during the year before the accident or last exposure, subject to certain limits under the Illinois Workers' Compensation Act.

No compensation is payable for the first three working days, unless the lost time continues for 14 or more calendar days from the date of the injury. Employees may use sick leave days (if they have them) for the first three days. There shall be no deduction of sick leave for the remainder of the work related injury days of absence.

## **SECTION 8.9      ASSOCIATION LEAVE**

In the event that the Association desires to send representative(s) to local, state or national conferences or meetings, such representatives shall be excused from their duties. The cost of substitutes, if hired, shall be borne by the Association.

Total leave in each school year for all such Association purposes shall not exceed a total of twelve (12) days or five (5) consecutive days for one (1) individual. Written application for such leave must be submitted to the building administrator, who will then forward the form to the Superintendent or designee at least ten (10) working days in advance of such meeting, as long as the right of substitution due to illness or emergency is available.

## **SECTION 8.10      WAIVER OF CLAIMS**

As a condition precedent to any unpaid leave of absence, employee(s) shall agree that they are unavailable for work and waive any claim for unemployment insurance compensation during the period such leave of absence or any recess or vacation period immediately preceding such leave.

## **SECTION 8.11      UNPAID LEAVE OF ABSENCE**

As a condition precedent to any unpaid leave of absence exceeding eight (8) calendar months, as a condition thereof said employee shall advise the Superintendent or designee, in writing, no earlier than eight (8) weeks and no later than four (4) weeks before the end of such leave of the employee's intention to return to employment. Failure to notify the Superintendent or designee of an intent to return shall be considered an election not to return to work and a resignation from the District.

## **SECTION 8.12      INSURANCE BENEFITS**

With the consent of the carrier, the employee on an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums when they are due to the District Business Office or elsewhere at the Business Manager's direction.

**SECTION 8.13      PRO RATE BENEFITS**

All benefits provided for in this Article shall be prorated for the benefit of non full-time bargaining unit employees on the basis of their hours of work.

# ARTICLE IX

## HOLIDAYS AND VACATIONS

### SECTION 9.1 HOLIDAYS

A. The following paid holidays shall be granted to all full-time non-probationary employees who work more than five (5) hours per day when such days fall on a regular work day and provided that school is not in session:

| <u>Custodian/Maintenance</u>  | <u>10 Month Secretary</u>     | <u>12 Month Secretary</u>     |
|-------------------------------|-------------------------------|-------------------------------|
| New Year's Eve Day (1/2 Day)  | Martin Luther King's Birthday | Martin Luther King's Birthday |
| New Year's Day                | Presidents' Day               | Presidents' Day               |
| Martin Luther King's Birthday | Casimir Pulaski Day           | Casimir Pulaski Day           |
| Presidents' Day               | Pre Spring Break Friday       | Pre Spring Break Friday       |
| Casimir Pulaski Day           | Memorial Day                  | Memorial Day                  |
| Pre Spring Break Friday       | Labor Day                     | Independence Day              |
| Memorial Day                  | Columbus Day                  | Labor Day                     |
| Independence Day              | Veterans' Day                 | Columbus Day                  |
| Labor Day                     | Thanksgiving Day              | Veterans' Day                 |
| Columbus Day                  | Friday after Thanksgiving     | Thanksgiving Day              |
| Veterans' Day                 |                               | Friday after Thanksgiving     |
| Thanksgiving Day              |                               |                               |
| Friday after Thanksgiving     |                               |                               |
| Christmas Eve (1/2 Day)       |                               |                               |
| Christmas Day                 |                               |                               |

B. If any of the above listed legal holidays are nullified or approved by legislative action, said holiday shall be removed or added, respectively.

C. Independence Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day are considered to be paid holidays even when they occur on a weekend.

D. For those employees who, prior to the 1995 agreement, received fourteen (14) paid holidays, said employees shall continue to receive such benefits. This clause does not apply to any other employee or group of employees covered by this contract.

**SECTION 9.2 VACATION**

A. Twelve (12) month employees hired after June 30, 1994 will receive the following paid vacation:

|                           |                     |
|---------------------------|---------------------|
| 0 Month – 1 year          | = Prorated          |
| 1 Earned Year             | = 1 week (5 days)   |
| After 2 Years of service  | = 2 weeks (10 days) |
| After 9 Years of service  | = 3 weeks (15 days) |
| After 19 Years of service | = 4 weeks (20 days) |

- B. Vacation may not be taken during Winter or Spring breaks, or two (2) weeks before school begins in the Fall, or during the first and last one (1) week of the school year when school is in session and students are in attendance unless approved by the Superintendent or Business Manager.
- C. The vacation qualifying period will be between July 1 and June 30 of the upcoming year. On or before April 1 of the preceding year, each employee will receive, in writing, an accounting of the number of vacation days available to him/her on the next July 1.
- D. Employees shall submit requests for vacation by April 30 to the Superintendent/Business Manager. Vacation requests shall be honored as submitted, unless in the opinion of the supervisor, too many employees desire the same vacation period, in which case seniority shall determine which employee receives the requested vacation period.
- E. Vacation time may be split by days.
- F. All vacation time for any given vacation qualifying period will be allotted on July 1 and available for use at any time during said period. Vacation leave credited to an employee effective July 1 will be the total vacation leave to which said employee is entitled based upon the anniversary date that falls in the vacation qualifying period during which said vacation may be used.
- G. Employees who wish to leave employment with the District shall give two (2) weeks written notice (10 working days). Those employees who have unused vacation time shall have opportunity to use up to five (5) days, following notice. Any earned but unused vacation days will be paid as part of the employee’s final paycheck.

- H. All employees shall have the right to a percentage of earned vacation calculated by the amount of seniority accumulated by fiscal year determined by their date of hire. All vacations and revenue shares will be calculated using the following table:

Fifty percent (50%) of 1 year = Two and one half (2 ½) days earned vacation

Seventy-five percent (75%) of 1 year = Three and one half (3 ½) days earned vacation

An employee must complete six (6) months from the effective date of hire of the fiscal calendar year of employment to be entitled to 50% or 2 ½ days earned vacation by July 1<sup>st</sup>. An employee must complete nine (9) months from the effective date of hire of the fiscal calendar year of employment to be entitled to 75% or 3 ½ days earned vacation by July 1<sup>st</sup>. This formula would also apply to any revenue shares distributed by the DSA (substitute revenue share wherever the word vacation appears in the above formula).

## **ARTICLE X**

### **ECONOMIC BENEFITS**

#### **SECTION 10.1 INSURANCE**

Each employee who regularly works more than five (5) hours per day shall after three (3) months of employment receive:

- A. Term Life Insurance
- B. AD & D Benefit
- C. Individual Hospital, Surgical and Major Medical Insurance furnished on a twelve (12) month basis. The Association Pool shall pay up to one hundred seventy-five dollars (\$175.00) per month for dependent health and major medical insurance for each full-time employee and his/her dependents as determined by the insurance policy. The Association Pool and each full-time employee electing dependent coverage shall divide equally any cost for dependent health and major medical insurance in excess of one hundred seventy-five dollars (\$175.00) per month. Any premiums owed by the employee shall be deducted from their salary.
- D. Employee Dental Insurance at no cost to the employee.

#### **SECTION 10.2 ANNUITY INSURANCE/CASH OPTION**

If an employee does not elect to utilize any of the aforementioned health insurance benefits, the employee shall receive, in lieu thereof, one thousand dollars (\$1000.00) per year in cash.

#### **SECTION 10.3 INSURANCE PARTICIPATION**

An employee who retires under IMRF from the District or is age sixty (60) or older may elect to, at the employee's own expense, continue to participate in the District's group health plan so long as the insurance company, writing such coverage, continues to approve such participation.

Probationary and part-time employees may participate in the medical and dental plans provided, either in the family or individual coverage's, at their own expense, subject to provider requirements and limitations.

## **SECTION 10.4 JURY DUTY**

Employees shall be paid their regular salary when called to service as a juror. Employees shall be granted paid leave when subpoenaed as a witness.

## **SECTION 10.5 RETIREMENT BENEFITS**

Upon approval of the Board of Education, employees aged 60 or older, with a minimum of ten (10) years of full-time employment in District 148 may participate in the Retirement Programs provided hereafter.

Eligible employees must notify the Superintendent, in writing, by June 1 prior to the last full year of anticipated employment. The retirement must be effective at the end of the last full year.

Said notice may be rescinded upon approval of the DSA and the Administration prior to the employee's last day of employment.

With the approval of the Board of Education and the DSA, and with a minimum of ten (10) years of full-time employment, the requirement for notification of retirement can be waived to meet situational, individual, health-related or District needs.

### **PLAN I**

Employees who retire at age 60 and have been employed in a full-time position by the District for at least ten (10) years, shall be eligible for a one time payment from the Association Pool amounting to Seventy Five Percent (75%) of the difference between their final year's annual salary and the salary of a first-year employee in their category. Said payment shall be made to the employee no later than September 1 following the employee's retirement.

### **PLAN II**

Employees who choose not to take part in the Retirement Program as specified above, may, at age 62, choose the following retirement benefit.

- A. Upon retirement at age 62 or older, the employee may enroll in a qualified Health Maintenance Organization (HMO) or in a hospital-surgical-major medical insurance group plan.

- B. Upon receipt of the proof of payment, the Association Pool shall promptly reimburse the retiree for the premium of the individual coverage under such plan, provided such premium reimbursement shall not exceed the then current cost of the single premium in the group plan provided by the District. This option shall cease to be operative upon the 65<sup>th</sup> birthday of the retiree.

The Board and the Association's Negotiation Team may limit the number of retirees choosing Plan II, above, beyond one (1) in any given year. Any such limitation shall be made on the basis of seniority.

## **SECTION 10.6 TUITION REIMBURSEMENT**

Upon presentation of an official grade report showing satisfactory completion, the Association Pool agrees to reimburse employees an amount not to exceed Fifty and 00/100 Dollars (\$50.00) per credit hour for courses, provided such coursework shall have been approved in advance by the Association Finance Committee and the Superintendent.

Reimbursement shall be limited to a maximum of six (6) credit hours per school year for any single employee. Such reimbursement shall be for tuition only at accredited institutions of higher learning.

The participation in workshops conducted inside/outside the District shall be pre-approved by the Association Finance Committee and the Administrator. Such reimbursement shall be limited to a maximum of 15 workshop hours per year.

Upon completion of an approved workshop, the Association Pool agrees to pay each employee Ten and 00/100 Dollars (\$10.00) per hour for up to (15) hours not to exceed One Hundred Fifty and 00/100 Dollars (\$150.00).

In the event that grant funds are used to pay certified staff to attend an in-district workshop/meeting, the grant funds will also include the DSA bargaining unit members whose responsibilities are related to the workshop/meeting. Tuition funds will be applied for only in the event that the pre-approved workshop/meeting is not funded by grant funds. Reimbursement for coursework completed during June, July and August is contingent upon the employee returning to the District for the next school year.

## **SECTION 10.7 MILEAGE REIMBURSEMENT**

- A. Travel pay for all employees other than those in the Maintenance Category shall be reimbursed at the rate of one and 00/100 Dollars (\$1.00) per mile and not to exceed five and 00/100 dollars (\$5.00) as determined by the employee's schedule. Mileage reimbursement forms shall be completed by the employee and submitted for approval to the administrator authorizing the move.

- B. Travel pay for employees in the Maintenance category shall be reimbursed as follows:
1. Employees in the Maintenance category shall receive a daily mileage payment of five dollars (\$5.00) only for days worked when personal vehicles are used due to the unavailability of a district vehicle. Sick leave days, vacation days, holidays and any workman's compensation days are not travel pay days. Travel pay will be paid quarterly. Maintenance employees using their personal vehicle should keep a log of school-to-school travel with dates and times, and submit it to the Business Office for payment. Copies of each log will be forwarded to the DSA President to insure contract needs have been met.
- C. If other employees are required by the Board to travel (other than specified in the employee's job description) during the course of the work day, the employee shall receive reimbursement for mileage actually incurred at a mileage rate equal to the rate allowed by the Internal Revenue Service in effect at the beginning of each fiscal year. The current July 1<sup>st</sup> yearly rate shall be applied each year.

#### **SECTION 10.8 MEETING ATTENDANCE**

Employees shall not be required to attend meetings outside the regular workday.

#### **SECTION 10.9 TRANSPORTATION OF STUDENTS**

Employees shall not be required or requested to transport students in their personal vehicles.

#### **SECTION 10.10 SUPPLY PURCHASES**

The responsibility for the purchase of District supplies shall be determined by job descriptions.

# ARTICLE XI

## COMPENSATION

### SECTION 11.1 COMPENSATION SCHEDULE

#### A. Compensation Schedule – Per Hour for NEW Employees (Employed after 6/30/2008)

|   |          |
|---|----------|
| Paraprofessional/Nurse Aide                   | \$ 11.00 |
| Secretarial                                   | \$ 10.75 |
| Bookkeeper/Payroll                            | \$ 14.50 |
| Bookkeeper/Payroll Asst.                      | \$ 12.00 |
| Office Assistant/<br>Office Assistant Floater | \$ 8.75  |
| Maintenance                                   | \$11.50  |
| Custodian – Head                              | \$ 10.50 |
| Custodian – Full Time                         | \$ 9.25  |
| Custodian Part Time/<br>Part-time Floater     | \$ 8.75  |

### SECTION 11.2 WORKING IN A DIFFERENT CATEGORY

When a full-time regular employee is temporarily assigned to the duties of a higher paid classification for five (5) consecutive days; the employee will begin to earn a new rate for the new classification on the sixth (6<sup>th</sup>) working day. This employee shall be compensated by receiving a temporary hourly rate increase equal to 0.50/hr.

When a full-time regular employee is assigned to a different job category, such employee shall not suffer a loss of seniority, eligibility for revenue shares, or earned vacation. If the beginning rate for the job classification to which assignment has been made is lower/higher than the beginning rate for the employee's current job classification, the employee shall receive a 3.1% increase for each year, up to ten (10) years, of full-time employment in School District 148 beyond the beginning rate.

### **SECTION 11.3 PAYROLL**

Employees shall exercise the right to choose the following options on salary payment:

- A. For ten (10) month employees, payment is based on ten (10) months, issued regularly every other Friday, the last check payable on the last day of school.
- B. For ten (10) month employees, payment is based on twelve (12) months, issued regularly every other Friday, the last check payable on the last day of school.
- C. For twelve (12) month employees only, payment is based on twelve (12) months issued regularly every other Friday.
- D. When payday falls on a day when employees are not required to work, employees will receive paychecks on the last day before a holiday or vacation. If an employee is absent on payday, the employee's check will be held until picked up by the employee or a properly identified designee.
- E. Employees who resign from the District will receive all monies due them by the first payday after their resignation becomes effective.
- F. Ten-month employees who have exhausted all sick and personal days shall receive the final check within two weeks of the last scheduled workday.

### **SECTION 11.4 PAYROLL DEDUCTIONS**

The Board shall continue to make payroll deductions for insurance, Association dues, Fair Share Fees, Credit Union payments, tax sheltered annuities and insurance carriers now servicing employees provided the Board may prescribe reasonable regulations governing such deductions.

### **SECTION 11.5 REMITTANCE OF PAYMENTS**

Remittance of tax-sheltered annuities and Credit Union payments shall be made within five (5) days of the issuance of individual payroll checks to the appropriate treasurers of the above mentioned companies.

## **ARTICLE XII**

### **SHARED REVENUE**

#### **SECTION 12.1 SHARED REVENUE INTENT**

The Board and the Association agree that they shall share revenues pursuant to the procedures provided hereafter. The intent of the parties is to provide for the economic security of the bargaining unit and to balance the Education Funds and Operation and Maintenance of the School District by sharing revenues.

#### **SECTION 12.2 DISCRETIONARY REVENUE EDUCATION FUND**

Each year for the duration of the agreement, the Association shall have available to it a sum equal to 7.177% of the discretionary revenue in the Education Fund of the School District.

The discretionary revenue in the Education Fund shall be limited to the following items:

- A. One hundred percent (100%) of General State Aid;
- B. One hundred percent (100%) of the general levy for the Education Fund but excluding the portion attributable to the tort immunity levy;
- C. One hundred percent (100%) of the Corporate Personal Property Replacement Tax;
- D. One hundred percent (100%) of the interest earned on monies in the Education Fund.

#### **SECTION 12.3 DISCRETIONARY REVENUE OPERATIONS/MAINTENANCE FUND**

Each year, for the duration of this Agreement, the Association shall have available to it a sum equal to 46.754% of the discretionary revenue in the Operations and Maintenance Fund of the School District.

The discretionary revenue in the Operations and Maintenance Fund shall be limited to the following items:

- A. One hundred percent (100%) of the General Levy with no exceptions: and
- B. One hundred percent (100%) of the interest earned on monies in the Operations and Maintenance fund.

## **SECTION 12.4 NON-DISCRETIONARY REVENUE SOURCES**

In addition, the Association shall have available to it any portion of revenues from other sources which are used for the payment of salary and/or benefits for members of the bargaining unit.

The Board and the Association additionally agree that the Association shall not be responsible for the expenses of substitutes and travel pay for members of the bargaining unit on a professional leave when monies for said items are line item budgeted from non-discretionary grant revenues. The Board shall separately account for the cost of said substitutes and travel pay without debiting or crediting the Association.

The costs of salaries for Association members who perform overtime work for rentals shall be financed from rental revenues.

## **SECTION 12.5 FUNDS AVAILABLE TO BOARD**

The remaining 92.823% of the discretionary revenue in the Education Fund, the remaining 53.246% of the discretionary revenue in the Operations and Maintenance Fund and all other revenues not available to the Association hereunder shall be available for expenditure by the Board in any manner it deems appropriate.

## **SECTION 12.6 DOLTON SUPPORT ASSOCIATION (“DSA”) POOL**

Those revenues available to the Association pursuant to Sections 12.2, 12.3 and 12.4 of the Article shall be known as the Dolton Support Association Pool (“DSA Pool”). The Board shall separately account for these revenues on a report entitled The “DSA Pool” and shall make a copy of this report available to the Association on a monthly basis during the school term.

In the event the school year is extended, for any reason, then prior to the extension, both the Association and the Board have the right to re-open negotiations to determine the “DSA Pool” percentage for that year.

## **SECTION 12.7 REVENUE UTILIZATION**

The revenues segregated into the DSA Pool shall be utilized to pay the following items on behalf of members of the bargaining unit:

- A. Salaries as provided in the Salary Schedule contained in Article XI and as determined by the Board and the Association pursuant to the procedures contained herein;
- B. The Economic Benefits provided in Article X;

- C. The cost of substitutes for bargaining unit members absent for any reason permitted by the Agreement except those absent for professional leave where the cost of a substitute is paid as provided in Section 12.4 of this Article.
- D. Overtime pay as provided in Article IV; and
- E. Travel reimbursement as provided in Article X, except that which is paid as provided in Section 12.4 of this Article.
- F. Other employee costs as mutually agreed upon by the Board and the Association.

**SECTION 12.8 SAFETY NET**

The Board guarantees a minimum 3.5% salary increase to each member of the bargaining unit in the school years within this Agreement. Qualified members shall have the right to a percentage of earned increase, prorated by the formula calculated from their date of hire (seniority) accumulated by fiscal year (July 1<sup>st</sup>).

To be a qualified 12 month member, an employee must complete:

Six Months (6) = 50% Proposed Increase

Nine Months (9) = 75% Proposed Increase

1 Year (12 Months) = 100% Proposed Increase

To be a qualified 10 month member, an employee must complete:

90 working days from the date of hire = 50% Proposed Increase

135 working days from the date of hire = 75% Proposed Increase

180 working days or more from date of hire = 100% Proposed Increase

This formula would also apply to any revenue shares distributed by the DSA. This “Safety Net” clause is to be instituted only in the event that the DSA Revenue Pool lacks the funds for a qualified membership hourly increase less than 3.5% following the approved budget from the DSA Finance Committee. This guarantee shall be known as the “safety net.”

The Economic Benefits specified in Section 12.7, B through F, and Article 10 are not considered as a part of the safety net, but are subject to annual review by the DSA Finance Committee.

**SECTION 12.9 DEFICIT CARRY OVER**

Should expenditures from the DSA Pool, including payment of the “safety net”, in any given year exceed the DSA’s share of revenues in that year, the deficit shall carry forward to the next year. In that year, the DSA’s share of the revenues shall first be used to pay the deficit from the preceding year, if any, and then to pay the “safety net”. Any sums remaining shall be distributed according to the procedures provided herein. Any deficits shall again carry forward to the next year.

**SECTION 12.10 DEFICIT NEGOTIATION**

Should the Association retain a deficit in the DSA Pool upon the termination of this Agreement, said deficit shall be the starting point for negotiation of a successor Agreement. Thus, said deficit shall survive this Agreement as an obligation of the Association to the Board and payment of said deficit by the Association shall be negotiated during negotiation of a successor Agreement. The parties agree that said deficit shall represent the status quo upon termination of this Agreement.

**SECTION 12.11 DOLTON SUPPORT ASSOCIATION (DSA) COMMITTEE**

A committee shall be formed consisting of five (5) representatives of the Board, including the Superintendent and Business Manager, and five (5) representatives of the Association, including the President and Chief Negotiator. The parties shall select their own representatives unless other wise specified. Each party shall have one (1) vote. The committee shall analyze the revenues available to the DSA Pool, the expenses to be paid from the DSA Pool and shall determine the proper distribution of the DSA Pool according to the following annual schedule.

- July 1                                      The committee shall declare the dollar value of the “safety net” as defined in Section 12.8
  
- August 1                                    The committee shall declare the deficit or surplus remaining in the DSA Pool which shall carry forward to the next year. The committee shall close the books on the previous fiscal year.
  
- September 1                                The committee shall declare the revenues available to the DSA Pool.
  
- September 1                                If the revenues available for the next year exceed the “safety net” and through any deficit carried over from the previous year, the committee shall September 30 negotiate distribution of the excess revenues with the items in Section 12.11 of this Article for that year.  
  
     If the revenues available for the year are equal to or less than the “safety net” and any deficit carried over from the previous year, the committee shall meet to determine whether further negotiation is necessary.
  
- October 15                                    The next distribution, if any, shall be implemented after October 15.

**SECTION 12.12      NEGOTIATION OF DEFICIT**

If, after September 1 in any year, the Governor or the Legislature rescinds previously approved funding, the Board and the Association agree to immediately meet to negotiate, in good faith, a solution which is consistent with the intent of this Article to the deficit thereby created.

**SECTION 12.13      INTEREST**

There shall be no interest charged the Association for any deficit in the DSA Pool.

**SECTION 12.14      EMPLOYMENT**

The Board shall meet and consult with a staffing committee, whose responsibility it shall be to discuss needs of the District and revenues available to meet those needs. The recommendations of the staffing committee shall be advisory only, however, the Board shall not unreasonably reject the recommendations of the staffing committee. The Board retains sole control over the number of support staff employees employed by the District.

**SECTION 12.15      LEVY RATE**

The Board shall levy at the highest authorized rates in the Education and Operations Maintenance Funds for the term of this Agreement.

**SECTION 12.16      REOPENER**

In the event that the Dolton Education Association withdraws from the Shared Revenue Compensation Formula or, if for any reason the Shared Revenue Compensation Format collapses then, in that event, the DSA shall have the right to reopen collective bargaining as to the subjects of compensation and fringe benefits.

## **ARTICLE XIII**

### **SITE-BASED PROBLEM SOLVING**

#### **SECTION 13.1      AGREEMENT**

The Board and the Association agree upon the need to establish structures for local school problem-solving, including any necessary training.

#### **SECTION 13.2      OVERSIGHT COMMITTEE**

An oversight committee of six (6) persons will be established. Three (3) members shall be selected by the Association, one (1) of whom shall be the Association President. Three (3) members shall represent the Board, one (1) of whom shall be the Superintendent and one (1) of whom shall be a building principal.

The responsibilities of the committee shall include:

- A.      Determination of necessary training;
- B.      Designing the implementation of a local school problem-solving structure; and
- C.      Establishing a procedure whereby building-level problems and solutions, as defined by building committees, are reviewed. The review will determine that such problems and solutions do not violate law, contracts, District policy or represent District wide rather than building concerns.

## ARTICLE XIV

### PAST PRACTICE

This Agreement shall supersede and negate any and all alleged conflicting past practices which may have existed or which may have been alleged to exist at the District as of the effective date of this Agreement, but only to the extent that there are provisions in this Agreement that specifically relate to that alleged past practice. The Parties agree that any practices, which may arise under the provisions and during the term of this Agreement, shall conform to the elements enumerated in this ARTICLE.

The Board agrees that, upon request of the Association, it will, through its administration, meet and consult with the Association relative to any past practices pertaining to wages, hours and conditions of employment.

The parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a *bona fide*, binding practice, whether under the provisions of this Agreement or at any time prior thereto:

- A. The asserted past practice must be reasonably consistent;
- B. The asserted past practice must be clearly stated in writing or clearly articulated in an ascertainable manner;
- C. The asserted past practice shall have been acted upon;
- D. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonable fixed and established practice accepted by both parties to this Agreement.

## **ARTICLE XV**

### **ENTIRE AGREEMENT**

Each of the parties acknowledge that they had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are the exercise of the right and opportunity as set forth in this Agreement.

This Agreement superseded and cancels all previous Agreements, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto. During the term of this Agreement, the parties mutually agree that neither shall be obligated to bargain collectively with respect to any subject, matter, or agreement referred to or specifically covered in this Agreement, and, in furtherance thereof, the Board and the Association mutually and voluntarily waive their rights to such collective bargaining.

The Board and the Association mutually agree that with respect to those matters which require collective bargaining under the provisions of the Illinois Educational Labor Relations Act, and not encompassed in this Agreement, no action shall be taken with regard thereto by either party without collective bargaining and agreement thereto.

With respect to all other matters and laws which existed at the time of the execution of this Agreement, referred to and covered in this Agreement, and whether or not such matters were within the knowledge or contemplation of the Board or the Association at the time this Agreement was negotiated or signed by the parties hereto, and as further regards all other matters not covered by this Agreement and the Illinois Labor Relations Act, there shall be no requirement of collective bargaining incumbent upon the parties hereto. With respect to future enactments of law, the parties agree that they shall abide by such enactments.

The Board and the Association mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement. They further agree that they shall undertake no actions which have the effect of negating, abrogating, replacing, diminishing or limiting, in any way, employee rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided for in this Collective Bargaining Agreement and in any Illinois Statute or Statutes. Provided, however, the parties mutually agree that the provisions of Article XII, Shared Revenue and Article XIII, Site-Based Problem Solving, shall be excluded from the provisions of this Article to enable the parties to meet, bargain, discuss and resolve those matters arising relative to these articles.

## **ARTICLE XVI**

### **NEGOTIATIONS PROCEDURES AND EFFECTS OF THE AGREEMENT**

#### **SECTION 16.1**

Each party shall determine the makeup of its own negotiation representatives who shall be empowered to make proposals and counterproposals, and to reach tentative agreement.

#### **SECTION 16.2**

Unless otherwise mutually agreed, negotiations shall commence no later than November 1<sup>st</sup> prior to the end of the school term in which this Agreement expires.

#### **SECTION 16.3**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

#### **SECTION 16.4**

The mediator shall not, except with the express written authorization of both parties, disclose or make public any recommendations which the mediator may have.

#### **SECTION 16.5**

Any challenge to the Association as sole and exclusive bargaining representative of the employees shall be in accordance with the IELRA.

#### **SECTION 16.6**

The parties agree to negotiate under the provisions of the IELRA.

## **SECTION 16.7**

In the event any policy, rule or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

## **SECTION 16.8**

Should any Article, Section or clause of the Agreement be declared illegal by a court of competent jurisdiction, or conflict with the laws, ordinances, rules or regulations of any state or local legislative or administrative body, said Article, Section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, ordinance, rule or regulation, but the remaining Articles, Sections and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or clause.

## **SECTION 16.9**

Within thirty (30) days of ratification of the Agreement, the Board shall deliver to all members of the bargaining unit a copy of this Agreement plus an additional twenty-(20) copies to the Association. The cost of reproducing the Agreement shall be shared equally between the parties.

## **SECTION 16.10**

Maintain an Evergreen Agreement with the representatives committee, as established in Section 16.1 of the Agreement, serving as the vehicle for the ongoing ability to place items for discussion on the Agenda. Items requiring ratification will be submitted to the full Board and the Association's membership in an ongoing process. The Evergreen Agreement shall be reviewed annually, no later than during the May Finance Committee meeting. It is agreed that if the Board and the DSA mutually agree to discontinue this Article in May of any year, the remainder of this Agreement shall continue in force and effect until June 30, 2010. Negotiations for a successor agreement shall be conducted pursuant to Article XVI of this Agreement.

**THIS AGREEMENT** is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**IN WITNESS THEREOF:**

**BOARD OF EDUCATION, SCHOOL  
DISTRICT #148, COUNTY OF COOK  
STATE OF ILLINOIS**

**DOLTON SUPPORT ASSOCIATION  
IEA-NEA**

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# **APPENDIX I**

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

FULL/PART-TIME CUSTODIAN  
JOB DESCRIPTION

The District climate is directly influenced by the school personnel within each building and the cleanliness and proper maintenance of its school facilities. The District must ensure that each school site provides a healthy, clean, safe, and orderly environment for its students and staff. The maintenance and custodial staff of School District #148 are directly accountable for properly completing any task necessary to maintain the school sites in an appropriate educational environment.

Full-time and Part-time custodians have custodial and maintenance responsibilities as assigned by the Head Custodian and building Administrator at each school site.

Duties include but are not limited to the following:

1. Perform regularly scheduled daily, weekly, and monthly duties as assigned by the Head Custodian and/or building Administrator.
2. Complete custodial duties according to the school site schedule and District guidelines.
3. Comply with District safety policies and risk management procedures when handling maintenance supplies, cleaning materials, and equipment.
4. Perform non-school day tasks and summer work assignments as designated by the Head of Maintenance or District Administration.
5. At the Head Custodian, Head of Maintenance, or building Administrator's direction, the Full/Part-time Custodian completes any custodial related function that serves the School/District as a whole and is not listed above. The Full/Part-time Custodian is not responsible to teacher and other personnel unless directed.
6. The Full-time custodian is a forty (40) hour position.
7. Hours for Part-time positions are variable depending on the needs of the school site and the District.

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

HEAD CUSTODIAN  
JOB DESCRIPTION

The District climate is directly influenced by the school personnel within each building and the cleanliness and proper maintenance of its school facilities. The District must ensure that each school site provides a healthy, clean, safe, and orderly environment for its students and staff. The maintenance and custodial staff of School District #148 are directly accountable for properly completing any task necessary to maintain the school sites in an appropriate educational environment.

The Head Custodian has supervisory responsibilities at his/her own school site. The Head Custodian responds directly to the Building Administrator in charge, working with the Principal to ensure that work responsibilities of both Full-time and Part-time Custodians in their buildings are completed. The Head Custodian has involvement in the evaluation process of Full and Part-time custodians under his/her supervision.

Duties include but are not limited to the following:

1. Work with the Principals and Head of Maintenance to develop a daily, weekly, and monthly schedule for Full and Part-time school site custodians within the first thirty (30) days of each school year which will:
  - a) Determine custodial duties to be completed on a regular basis to facilitate the smooth operation of each school's educational programs.
  - b) Establish regular timelines to complete cleaning and routine maintenance.
  - c) Assign setups and cleanup for school events.
2. Check buildings and grounds daily for cleanliness, reporting and following up on any problems that are discovered as a result of the check of the school site. The Head Custodian will correct the problem and/or inform the Head of Maintenance and Building Administrator.
3. Perform cleaning and maintenance duties at each school site as defined by the Building Principal.
4. Ensure that the school site Custodians comply with the District's safety policies and risk management procedures when handling maintenance supplies, cleaning materials, and equipment.
5. Perform and/or schedule non-school day tasks and assignments as identified by the Head of Maintenance or District Administrator.

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

HEALTH AIDE  
JOB DESCRIPTION

1. Assists the school nurse in providing health services to students and staff.
2. Provides basic first aid to students who do not require assistance from a school nurse.
3. Assists in reporting and review of student injuries.
4. Assists in monitoring a safe and healthy school environment.
5. Maintains open communication between school, parents, community, and health agencies.
6. Reviews medical records to insure that students meet state requirements for attending public schools.
7. Assists in clerical duties relating to District health records.
8. Assists the school nursing staff in providing health education programs to students.
9. Participates in vision and hearing screening programs for students.
10. At the request of Administrators or nursing staff, assists in any task related to providing school health services not listed above.

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

MAINTENANCE POSITION  
JOB DESCRIPTION

The District climate is directly influenced by the school personnel within each building and the cleanliness and proper maintenance of its school facilities. The District must ensure that each school site provides a healthy, clean, safe, and orderly environment for its students and staff. The maintenance and custodial staff of School District #148 are directly accountable for properly completing any task necessary to maintain the school sites in an appropriate educational environment.

Maintenance personnel have the responsibility to complete maintenance duties as assigned by the Head of Maintenance, the Superintendent or his/her designee.

Duties include but are not limited to the following:

1. Perform pre-defined maintenance duties as assigned by the Head of Maintenance or District Administration, such as:
  - a) Repair equipment
  - b) Seasonal equipment maintenance
  - c) Minor electrical repair
  - d) Summer boiler service
  - e) Minor plumbing
  - f) Minor carpentry
2. Perform emergency general maintenance duties.
3. Perform maintenance duties at any school site as defined by Head of Maintenance or District Administrator.
4. Perform weekend building security checks within the District as designated.
5. Comply with the District's safety policies and risk management procedures when handling maintenance supplies, cleaning materials, and equipment.
6. Perform non-school day tasks and assignments as identified by the Head of Maintenance, Superintendent, or his/her designee.
7. At the Superintendent or his/her designee's direction, Maintenance Personnel complete any maintenance or temporary custodial or related Maintenance Personnel are not responsible to teachers and other personnel unless directed.
8. This is a forty (40) hour position.

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

OFFICE ASSISTANT  
JOB DESCRIPTION

The district climate is influenced by the school personnel and the aptitude for promoting effective communications and favorable inter-personal relationships. Each office must work as a team.

The Office Assistant provides clerical support for and reports directly to the Administrator in charge. The job of Office Assistant is a five hour position.

Duties include but are not limited to the following:

1. Maintains a professional level of confidentiality in all matters pertaining to school.
2. Compiles data and operates typewriter or computer in performance of routine clerical duties to type and maintain school records, reports, and correspondence. Operates fax machine.
3. Files records and reports, posts information to records, sorts and distributes mail, answers telephone and transfers calls/messages, and performs similar duties.
4. Computes amounts, using calculator.
5. Assists with all registration and transfer procedures as needed.
6. Assists Administrator with all communication needs.
7. At the Administrator's direction, administers absentee procedures including, but not limited to, telephone calls, recording, and entering data in computer.
8. At the Administrator's direction, supervises student lunch periods.
9. Performs at the direction of the Principal, all levels of data entry and word processing, including IGAP needs.
10. In the absence of the secretary, performs necessary duties to keep office operational.
11. Completes any clerical, correspondence, record keeping, filing, or other office related functions that serve the school/district as a whole and is not listed above.

NOTE: The Office Assistant is not responsible to teachers and other personnel unless directed by an Administrator.

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

PARAPROFESSIONAL  
JOB DESCRIPTION

1. The paraprofessional will demonstrate an understanding of child development and learning theory.
2. The primary responsibility of the paraprofessional is to provide instruction to students based on lessons that have been planned by the supervising classroom teacher.
3. The paraprofessional will support the teacher in the implementation of appropriate classroom management techniques, which ensures a safe and orderly classroom.
4. The paraprofessional will assist the teacher with clerical tasks, such as record keeping, copying materials, and maintaining a classroom environment, which enhances learning.
5. The paraprofessional will assist the teacher in the supervision of students at all times during the school day. This includes, but is not limited to arrival and dismissal times, movement physical education, and escorting students to another class.
6. At the request of administrators or the classroom teacher, the paraprofessional will assist with other school-related tasks which will improve the learning environment.

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

SCHOOL SECRETARY  
JOB DESCRIPTION

The school atmosphere is influenced by the school secretary and the aptitude for promoting effective communications and favorable inter-personal relationships with students, teachers, staff, administrators, parents, secretarial staff and maintenance personnel. The school secretary responds directly to the principal. Duties include but are not limited to the following:

1. Maintains a professional level of confidentiality in all matters pertaining to school.
2. Maintains up-to-date class lists on computer. Responsible for school office data entry/word processing and IGAP knowledge.
3. Keeps accurate attendance ledgers.
  - a. Makes monthly reports to send to District.
  - b. Tabulates attendance for each grade period.
4. Assists with telephone communications for offices, intra-district office, all teachers, nurse (parents, and students on an emergency basis).
5. Keeps accurate and proper placement for student cumulative records.
6. In the absence of the nurse:
  - a. Performs first aid and aids ill students; i.e. takes temperatures, administers ice packs, cleanses superficial wounds and bandages, if necessary.
  - b. Contacts parents when students need to be sent home.
7. Maintains current list of bus students and routes, if applicable.
8. Types all required reports – Federal, State, County, District, etc.
9. Assists Principal with registration.
10. Processes all registration throughout the school year.
  - a. Makes new files for each student.
  - b. Keeps accurate account of book rental payments and milk money, graduation fees, etc.
  - c. Notifies teachers and nurse with information of new students.
  - d. Orders student records from previous school.

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

SECRETARY TO ASSISTANT SUPERINTENDENT  
OF CURRICULUM AND PERSONNEL  
JOB DESCRIPTION

The school district is influenced by school personnel and their aptitude for promoting effective communications and favorable inter-personal relationships. The secretary to the Assistant Superintendent is a full-time, 12-month position. Computer use, typing skills, office organization and operation or needed qualifications. Duties include but are not limited to the following:

1. Maintains a professional level of confidentiality in all matters pertaining to the school district.
2. Maintains confidential files on all school district personnel.
3. Responsible for ingoing/outgoing in-house mail system.
4. Assists substitute teachers with employment process and forms.
5. Responsible for using computer and/or typewriter to create and complete federal, state and local forms and materials.
6. Operate and maintain copying machine.
7. At the direction of the Assistant Superintendent, assists in all matters pertaining to curriculum and personnel, correspondence, record keeping, clerical, filing or other office related functions.

DOLTON WEST SCHOOL DISTRICT NO. 148  
DOLTON, COOK COUNTY, ILLINOIS

SUPPORT PROGRAMS SECRETARIAL STAFF  
FULL-TIME AND PART-TIME  
JOB DESCRIPTION

The Support Programs secretarial staff assists the Director in tasks that maintain a smooth operation of programs and services within the Support Programs Department. The secretarial staff serves staff within the Support Programs Department, including the Director, Supervisor, and Psychologists. The duties of the full-time and part-time secretary vary according to the amount of time needed to complete a task. Both secretaries require the same level of competency and may be assigned, by the Director, to any duties listed below. These duties and responsibilities require competency in computer literacy, typing skills, office management, the ability to learn the vocabulary and procedures of Special Education and Health Education, and an understanding of how Support Programs programs relate to the entire school district operation. The duties would include, but not limited to the following:

1. Handle all incoming phone calls and messages.
2. Open and sort mail daily.
3. Complete forms for Support Programs and Section 504 MDC/IEP conferences.
4. Keep Support Programs student directory and class lists current.
5. Type annual conference schedules for Special Education programs and send notices to parents.
6. Type IDEA Preschool and Flow-Through grants and reimbursement requests.
7. Schedule transportation for students in District programs with transportation company and monitor all changes.
8. Handle mailing of ISBE update forms to ECHO Joint Agreement throughout the year.
9. Transcribe case study evaluation reports for Psychologists and Social Workers.
10. Assist Director with temporary records and permanent records of students changing class location or transferring out-of-district and update permanent record cards of out-of-district students at the end of the school year.
11. Update Support Programs and Health handbooks as needed.

# **APPENDIX II**

APPENDIX II

BOARD OF EDUCATION, DISTRICT NO. 148

DOLTON, COOK COUNTY, ILLINOIS

**PRESIDENT/ASSOCIATION LEAVE**

**SEND TO SUPERINTENDENT**

(2 days prior to leave)

↑ President day \_\_\_\_\_ of 12 days

↑ Association

Check One  all day

1/2 day - a.m.

1/2 day - p.m.

Reason for request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DEA/DSA  
Principal

-

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Approved

Not Approved

Superintendent

-

Initial: \_\_\_\_\_

Approved

Not Approved

S-10  
12/04

The Mission of School District 148 is to challenge and support all students to reach their highest level of performance.

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