

# Agreement

*between the*

Board of Education  
School District #209-U  
Will County, Illinois

*and the*

Wilmington Support Personnel Council  
AFT-Local 604  
IFT/AFT, AFL-CIO

2009-2010

2010-2011

2011-2012

2012-2013

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**ARTICLE 1**  
**Preamble**

This Agreement is made and entered into on this 12<sup>th</sup> day of August, 2009, by and between the Board of Education of Wilmington School District 209-U, Will County, Illinois, hereinafter referred to as the "Board" and the Wilmington Support Personnel Council, American Federation of Teachers - Local 604, IFT/AFT, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE 2**  
**Recognition and Scope**

The Board of Education of School District 209-U, Wilmington, Will County, Illinois, hereby recognizes the Wilmington Support Personnel Council, AFT Local 604, IFT/AFT, AFL-CIO as the sole and exclusive bargaining agent with respect to wages, hours and terms and conditions of employment for all full-time and part-time (who work at least 4 hours daily) employees employed by the District as secretaries, clerks, custodians, and food service employees (including but not limited to cooks, food haulers and ala carte cashiers). Excluded are the Supervisor of Buildings and Grounds, Supervisor of Maintenance, the Food Service Director, the Office Manager, the Accounts Payable/District Office Secretary, the Accounts Receivable/District Office Clerk, and all other employees excluded by the Illinois Educational Labor Relations Act.

For employees who have not been employed prior to August 16, 1993, no benefits shall be provided in the form of paid leave or health insurance if the full time equivalency of their employment is less than 6 hours per day. Said employees shall receive life insurance benefits.

**ARTICLE 3**  
**Indemnity**

The Union acknowledges that the terms contained in this Agreement are the result of full, frank and arms-length negotiations between the parties. Accordingly, the Union assumes equal responsibility for the inclusion of each and every provision of this Agreement.

The Union agrees to co-indemnify the Board and its officers, agents and employees against any and all claims, demands, suits and judgments (including the costs of defense associated with the same) arising from any claim that any of the provisions of this Agreement violate federal, state or local laws, rules or regulations.

**ARTICLE 4**  
**Conformity to Law**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or an administrative agency or in the event that Congress, or the Legislature enacts a law, or an administrative agency renders a ruling in conflict with any article, section, or clause of this Agreement, said article, section or clause shall be automatically deleted from this Agreement to the extent that it violates said law or ruling but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

**ARTICLE 5**  
**Information, Communications, Use of Equipment**

- A. The Board agrees to furnish in response to reasonable written requests all available public information already received, completed, or compiled concerning the District such as, but not limited to, annual financial reports and audits, annual budgets, agenda and official minutes of all Board meetings, the Treasurer's reports, and updated Board policy manuals, provided that any extraordinary cost of preparing such information shall be paid for by the Union.
- B. Names, addresses and telephone numbers of newly hired employees who consent thereto shall be provided to the Union within fourteen (14) days of approval of their contracts by the Board.
- C. Nothing in this Section shall be determined to require the disclosure of information which is prohibited by law or deemed privileged thereunder including, but not limited to, communications between the Board and legal counsel or confidential information regarding employees.
- D. The Union shall be permitted to post notices of its activities and matter of Union concern on employee bulletin boards, at least one of which shall be available in each building for such purpose.
- E. The Union shall be permitted to use school mailboxes for communications to employees, provided no additional cost is incurred by the District.
- F. The Union shall be permitted use of school buildings for Union meetings, provided that such meetings are scheduled through the building office and that when special services are required, the Board may make a reasonable charge. It is agreed that such meetings shall not interfere with or interrupt normal school operations.
- G. The Union shall be permitted, upon advance reasonable request, to use the District copying equipment (district will provide operator), computers, typewriters, and audio-visual equipment provided that such use shall not interfere with the District's use thereof, and provided further that the Union shall reimburse the District for actual cost thereof.

**ARTICLE 6**  
**Union Rights**

A. Union Activity During Working Hours

In the event the Superintendent (or his/her designee) determines, in his/her sole and non-reviewable judgment, and then without creating a past practice or precedent, that a bargaining unit member be released, to attend to Union business, he/she may do so with or without loss of pay.

B. Access to Work Sites by Union Representatives

Authorized agents of the Union, upon notifying the school office, may meet with members of the bargaining unit in the school building during the duty free times of such employees.

**ARTICLE 7**  
**Dues Check Off and Other Deductions**

Upon the written request of any bargaining unit member, the Board shall deduct from compensation during regular payroll periods any dues payable by such member to the Union. The amount deducted shall be transmitted to the Union within ten (10) working days from the time of withholding. Deductions shall continue unless and until the authorization is withdrawn by the employee by written notice to the Superintendent. The Union shall receive a copy of such notice. The employee will pay the monthly participant fee up to a maximum of \$40.00 annually during the life of the contract.

For tax-sheltered annuity payroll deductions only, the change request must be submitted to the payroll office by the third day of teacher attendance to be effective on September 15. Any other changes for annuities must be submitted to the payroll office by the 15<sup>th</sup> day of the month prior to the deduction change, for example, by September 15 to be effective October 15.

There must be a minimum of five (5) participants for the 403b Program to be added as an option for employees. If the number of participants in a 403b Program falls below five (5) employees, that 403b Program will be available only to the employees currently having deductions as long as they are in the employment of the District. Once the last employee leaves the District, the 403b Program will be dropped from the plan.

The District will make payroll deductions upon written request by the employee for a credit union, an annuity plan, union dues, the United Way, and Health Insurance. The Union shall annually designate in writing to the Superintendent the identity of the two (2) credit unions and the five (5) annuity plans, and such identity shall not be changed, except by annual written notification each year prior to August 1. In the event no employee enrolls in a previously designated annuity, the Union may designate a new annuity plan. In the event at least five (5) employees request a new annuity plan, the Business Office shall approve the same. Insurance deductions from employee

paychecks may include additional amounts for one insurance company insuring cancer related illness.

Written requests for adds, drops or changes in the credit union, annuities, United Way, union dues, and health insurance, must be submitted to the Payroll Office by the third day of Teacher Attendance of each year, December 15, and March 15, said adds, drops or changes to be effective on September 15, January 15, and April 15, respectively.

The Superintendent, in his/her sole discretion, may waive the above-specified deadlines in cases of emergency for good cause shown, and any such waivers shall not be precedential in any respect.

This provision shall not become effective until the payroll of the month following execution of this agreement.

## **ARTICLE 8 Union/Superintendent Meetings**

The Union and the Superintendent agree to meet, at frequencies, and at hours and places mutually agreed to, in order to discuss items of mutual interest.

## **ARTICLE 9 Clothing Allowance for Maintenance and Custodial Employees**

For any new employee, during their first year of employment, the Board will provide three shirts a year and three pants. Rain ponchos are currently available in the shed. Each employee shall be annually furnished by the District with at least two (2) work shirts and two (2) pairs of work pants. Employees are required to wear said shirts and pants to work. The Board will provide rain ponchos.

## **ARTICLE 10 Maintenance of Membership/Fair Share**

- A. All employees who are members of the Union of School District 209-U on or after the effective date of this Agreement shall maintain their membership in said Union during the duration of the Agreement, or shall pay a fair share fee to the Union for the cost of negotiating, administering and maintaining the Agreement.
  
- B. New bargaining unit members hired after February 1, 1991, shall either join the Union or, in lieu thereof, shall pay a fair share fee to the Union for the cost of negotiating, administering and maintaining the Agreement. However, employees who were first hired in the District prior to February 1, 1991 and have not incurred a service break shall not be considered new employees for the purpose of fair share by any change in their salary schedules.



- C. Such fee or portions thereof shall be paid to the Union by the Board no later than ten (10) days following receipt of funds from the School Treasurer.
- D. In the event that the negotiating unit member does not pay said fee directly to the Union by January 1 of each school term, or within 30 days of employment, whichever is sooner, upon written notice to the Superintendent by the Union, the Board shall deduct the fee from the wages of said negotiating unit member according to the procedures which apply to Union members, including amounts and times of payment.
- E. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of the fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payments on behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- F. Prior to the onset of any deduction of fair share fees, the Union shall certify in writing to the Board and the fee payer(s) the amount of the fee to be so deducted.

The Union shall further provide written notice to said fee payer(s) of the right to dissent and the procedures to follow in lodging such fair share dissent. Said notice shall be posted by the Union on employee bulletin boards no less than ten (10) days prior to the onset of deduction.

- G. In the event any negotiating unit member commences a legal action against the Board in a court or administrative agency because of the Board's compliance with this Article, the Union and its affiliates agree to defend such action, at its own expense and through counsel of its own choice provided:
  - 1. The Board gives immediate notice of such action in writing to the Union and permits the Union to intervene as a party; and
  - 2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at any stage, hearing, or argument of said legal action.
- H. The Union and its affiliates agree that in any such action, it will save, indemnify, and hold harmless the Board, its members, employees and agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency.
- I. It is expressly understood and agreed that the defense and indemnification covenants that are expressed herein shall not apply to any claim, demand or suit which may arise as a result of any type of willful misconduct by the Board (other than any necessary action required to be performed by the Board in this Article); however, such defense and indemnification covenants shall not protect the Board in any action which solely alleges a violation on the part of the Board of this Article.

**ARTICLE 11**  
**Evaluation**

The supervision of every employee shall include continuing evaluation and constructive suggestions toward improvement of performance.

In addition to the continuing evaluation, there shall also be a formal evaluation procedure.

The purposes of the formal evaluation are:

1. Improvement of performance through constructive suggestions which will help the individual realize his/her full potential.
2. Maintaining in each employee's personnel folder a record of his/her performance in the District.

The supervisor of each full time employee, in cooperation with the building principal, will complete in April of each year a performance report for the employee in his/her area of responsibility, using the form applicable to the job classification. A copy shall be given to the employee and discussed with him/her. The original shall be signed by the employee and filed with the Superintendent.

The standards of evaluation shall be determined by the employee's supervisor, and shall be shared with the employee.

The normal evaluation process shall not be deemed discipline, and the content (but not the procedures specified herein) shall not be subject to the grievance procedure.

**ARTICLE 12**  
**Personnel Files**

Employees shall have access to their personnel files as may be provided by law. Such includes the following:

- A. Official Board File. Only one official Board file shall be kept for each employee that relates to job performance. However, confidential medical records and medical information shall be kept in a separate file accessible only to the Superintendent.
- B. Timely Insertion. All material to be placed in the official Board file shall be inserted in a timely fashion.
- C. Right of Access. Every employee shall have access to all material in his/her official files during normal working hours upon reasonable written request.

- D. Right of Privacy. Neither an employee's file nor any of its contents shall be copied or otherwise made known to other persons without the employee's permission either during or after his/her service in the school district, provided, however, that such file shall be available, to the Board, the superintendent and the employee's supervisor to whom he/she is responsible, and shall be otherwise disclosed pursuant to law, or as necessary in the administration and/or enforcement of this Agreement; agents of the Board shall have access to these materials.
- E. Right of Copy. Every employee shall be given a copy of any material added to his/her official Board file in a timely fashion. Every employee shall have the right to be furnished a copy of any or all file material.
- F. Right of Addition and Attachment. Every employee shall have the right to add any material to his/her official Board file and to attach dissenting or explanatory material to any document or other piece of material in the file.
- G. Normal Working Hours. Defined as those hours when the School Administration office is open for business.

**ARTICLE 13**  
**Probationary and Continuing Employees**

- A. A new employee shall be denominated a "probationary" employee. The probationary period shall begin on the first day of employment and end six (6) months thereafter. Time not worked during the summer or due to an unpaid leave of absence shall not count towards the employee's completion of his or her probationary period. Having completed the probationary period, such an employee shall be considered a continuing employee. A continuing employee may resign or be laid off only in accordance with the provisions of this Agreement.
- B. Seniority - Seniority is the length of the employee's continuous service by category starting with the first day on which duties are performed in the employee's category. In the case of ten-month employees, the two months not worked during the summer shall not constitute a break in service, but the employee shall not accrue seniority credit for those months not worked. Seniority credit shall be computed on the basis of the number of months of seniority that an employee accrues according to the following criteria:
  - 1. Seniority is lost upon the following:
    - a. Resignation
    - b. Dismissal
    - c. Retirement

2. Seniority is retained but shall not accrue during the following:
    - a. Unpaid leave of absence
    - b. Layoff
  
  3. Seniority continues to accrue during the following:
    - a. Paid leave of absence
    - b. Paid temporary disability (IMRF)
  
  4. Ties in seniority as herein defined shall be broken by lot.
  
  5. By February 1, annually, the Board shall publish a seniority list which is prepared according to the provisions herein.
- C. Transfer - A change of work assignment that results in a change of building.
- D. Reassignment - Change in job within the same building but no change in salary, benefits or category.
- E. Promotion - Change in job which results in an increase in hourly salary rate and/or fringe benefits.
- F. Demotion - Change in job which results in a decrease in hourly salary rate and/or fringe benefits.
- G. Category - The following categories shall pertain to seniority:
- Secretaries/Clerks - Category 1
  - Secretaries/Clerks - Category 2
  - Library Clerk/Aides
  - Maintenance/Custodial
  - Food Service Employees

The parties agreed to the seniority placement of employees in the categories designated on the District's seniority report of February 1, 1990. Employees in the bargaining unit will retain their seniority in a category when they begin employment in a new category, which, may be in or out of the bargaining unit, and such employees' hire date and seniority in the new category shall be the same as it is for their former category.

**ARTICLE 14**  
**Workday/Workweek**

A. Normal Work Hours

Normal work hours shall not exceed 40 hours per week nor 8 hours per day except as in B.3. below. No guarantee of such work is implied herein.

B. Normal Work Week

1. For clerical employees and food service employees, the work week shall be Monday-Friday.
2. Custodial/maintenance employees shall work 8 hours per day Monday-Friday. Said work hours are exclusive of the one-half (1/2) hour lunch period and inclusive of break periods.
3. The Administration shall give an employee a copy of his/her work schedule when he/she is hired. An employee shall be given at least two (2) weeks' notice of any change in his/her work schedule, except to require additional overtime assignments.

C. Non-Student Days

On teacher institute days, employees shall work their regular hours. Employees who work the night shift may request to work the day shift on such days. On snow/emergency days only custodial/maintenance employees shall work.

**Lunch Period and Breaks**

- D. Employees who work in excess of five clock hours per day shall be entitled to a thirty minute unpaid lunch period, schedule by his/her supervisor, all as added to the normal work day, except that Cooks shall have a 20 minute meal period which shall not be deducted from hours worked.
- E. Each employee shall be entitled to a fifteen minute break during every four (4) hours worked, except that Cooks shall be entitled to a ten minute break.
- F. Lunch and break periods will be assigned; however, the employee may request and, subject to the approval of his/her supervisor, the employee may take lunch and break periods in an alternate manner.
- G. If an employee is required, in an emergency, to surrender his/her duty-free lunch, and work in lieu thereof, as determined in the sole discretion of his/her supervisor, he/she shall be given either time off at the end of the day or comp time schedule with the approval of his/her supervisor.

- H. An employee may leave the building during lunch period and non-assigned duty time upon notice to employee's supervisor or designee when leaving and/or entering the building.

**ARTICLE 15**  
**Overtime**

- A.
  - 1. Employees shall be guaranteed either overtime pay at time and one-half or receive compensatory time at time and one-half, for any assigned or approved time worked which exceeds 40 hours per week. Overtime pay shall be computed on current salary at the time overtime work is performed. In the event that the employee and his/her immediate supervisor are unable to agree whether the employee is to receive pay or compensatory time for the overtime work, it shall be the supervisor's decision. Where an employee does not work and receives paid holiday, sick leave, or other leave time, this time shall not count in calculating the employee's work hours, for purpose of paying overtime.
  - 2. When an employee is to receive compensatory time for overtime work, its use must be approved by the employee's immediate supervisor. The employee shall use such time within one pay period of when the time was earned or the time shall be converted to salary at one and one-half times the employee's current rate of pay. Use of compensatory time shall not be regarded as an absence from work for purposes of the employee's attendance record.
- B. In addition, food service employees shall be paid regular time plus 20% for banquets and banquet preparation, even if the total hours worked for the week are 40 or fewer. However, such work shall be counted as regular time for the purpose of computing overtime hours. The Board at its discretion may employ student volunteers and/or sub-contractors to perform the work for such banquets without first soliciting bargaining unit members
- C. Overtime may be assigned by management to an employee within his/her normally performed range of duties or for duties for which the supervisor determines the employee is qualified to perform. Except in an emergency situation, management will rotate overtime work among custodial/maintenance employees determined by management to be qualified to perform such work first by utilizing the volunteer list and then utilizing employees who do not volunteer for such overtime work. Failure of the custodial/maintenance employee to accept overtime will result in the placement of the employee's name at the bottom of the rotation list. Custodial/maintenance employees volunteering for overtime shall be placed on a rotation list by seniority in their category. Management shall determine the need for overtime work and nothing in this Agreement shall be deemed to guarantee bargaining unit employees overtime work.
- D. All overtime pay must be submitted on a time sheet, or requests for compensatory time off submitted in writing, to the department administrator or campus principal in accordance with business office procedures for processing payroll.

- E. All changes in an employee's time sheet must be initialed by the supervisor, administrator or principal, and the employee.
- F. The employee's normal work hours shall not be modified except by mutual agreement of the union and the supervisor.

**ARTICLE 16**  
**Hiring**

The Board shall notify the Union within ten (10) working days of the hiring of any employee covered by this Agreement. The new employee's name, address, date of hire, job title/classification, and department shall be provided in this notice to the Union.

**ARTICLE 17**  
**New Positions**

The parties agree that the Board has the right to establish new work positions and classifications. When the Board establishes a new position, job description and commensurate pay, it agrees to give notice of the same to the Union at least five (5) days' prior to the posting called for above; however, ten (10) days' notice shall be given during non-student attendance periods. If requested, the Board shall meet with the Union President (or his/her designee) in order to negotiate the rate of pay for such position.

**ARTICLE 18**  
**Assignment Changes**

- A. Each employee shall be subject to voluntary or involuntary transfer, promotion, demotion, and/or reassignment. Employees may not utilize the contractual grievance procedure regarding any assignment changes under this section to challenge the assignment, but merely whether the procedures outlined herein have been violated.
  - 1. Voluntary transfer and reassignment shall be as determined by the Administration which shall consider, as the criteria for selection, seniority in the District, previous experience within the District, job evaluations, education, training, abilities and skills.

Whenever the request for a voluntary transfer and/or reassignment by a continuing employee is denied and an individual with less or no District seniority is selected for the position, the Administration will provide the employee with a written statement as to how each of the above-stated criteria, as they relate to the employee, were so considered in denying the employee's request. Upon request, the employee shall be entitled to a meeting at which the statement shall be explained.

2. When the Administration determines that the best interests of the School District require involuntary transfers and/or reassignments, such transfer and/or reassignments shall be made by seniority in the District with the least senior qualified employee being transferred.
- B. An employee requesting a transfer to another building, a position within the same job classification, or a position in a higher rate classification, shall file such request in writing with the Administration. The employee shall be given consideration for available positions which accommodate any such transfer request.

**ARTICLE 19**  
**Filling of Vacancies**

- A. All vacancies and newly created positions in the bargaining unit shall be posted for ten (10) work days.
- B. An employee who is awarded the job shall have a break-in period of no less than ten (10) work days in which he/she may decide to return to his/her prior position or the immediate supervisor may determine that he/she does not possess the skills to do the work. Such determination by the supervisor is subject only to steps 1-4 of the grievance and arbitration procedure of the Agreement and is not subject to arbitration under step 5.
- C. Nothing shall be deemed to prohibit the temporary filling of a vacancy during the posting period.
- D. The rate of pay for the employee may be adjusted when the position is permanently filled.
- E. All vacancies shall be posted and filled in a timely manner.

**ARTICLE 20**  
**Reduction-In-Force**

- A. Employees on layoff shall maintain a current address and phone number in the office of the Superintendent.
- B. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and seniority, will be restored to the employee upon his/her return to active employment from layoff and the employee will be placed on the salary schedule for the current position on the basis of the employee's previous experience.



**ARTICLE 21**  
**Discipline and Discharge**

- A. A probationary employee may be disciplined or discharged without recourse at any time prior to the end of the probationary period.
- B. A continuing employee may be terminated only for just cause. Discipline other than discharge is subject to the grievance and arbitration provisions in this Agreement as follows:
  - 1. All disciplinary actions besides discharges and suspensions are subject only to steps 1-3 of the grievance procedure, and are not subject to the Board hearing under step 4 and arbitration under step 5.
  - 2. Suspensions are subject only to steps 1-4 of the grievance procedure, and are not subject to arbitration under step 5.
- C. Except as limited by Section 21(D) of this Agreement, continuing employees shall be given reasonable written warning, specifically identifying the behavior(s) which, if not remedied, could be the basis for termination. A specified period of time of not less than 15 working days shall be provided in writing for remediation, except as limited by Section 21(D). Employees will be evaluated at the end of their remediation period, and the evaluation procedures set forth in Article 11 shall not apply.
- D. It is recognized by the Union and the Board that the behavior of a continuing employee(s) can be so disruptive that speedy termination of employment is necessary. Therefore, the employer may immediately suspend for just cause an employee without pay at any time pending implementation of a discharge notice. Immediate suspension shall only apply when there is an extreme or serious offense by an individual or individuals.
- E. In the event of the resignation, retirement or layoff of an employee, earned vacation time shall be computed and paid up to the time of termination. Any just cause dismissal shall not provide for the payment of vacation time at the time of dismissal.
- F. Except as limited by Section 21 (D) of this Agreement, an employee shall receive two (2) weeks' written notice of termination, which notice shall specify the effective day of termination.

**ARTICLE 22**  
**Resignation and Retirement**

- A. An employee who is resigning or retiring shall give at least two (2) weeks' written notice of the same.
- B. If the employee resigns by following the provisions of this Agreement, he/she shall be paid for accrued and earned vacation time, if any, at his/her normal daily rate of pay.
- C. If the above notification procedure is not followed by the employee upon resignation or retirement, the employee shall forfeit pay for any earned vacation time.

**ARTICLE 23**  
**Physical Fitness**

The District shall require of new employees evidence of physical fitness, including drug testing, to perform duties assigned and freedom from communicable diseases, including tuberculosis. The District may from time to time require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery in all its branches and shall pay the expenses thereof from school funds.

The District shall pay the cost of hepatitis vaccinations for custodians, cooks, food service employees and secretaries who choose to receive one, under the following conditions: Vaccinations shall be offered to up to six (6) employees per year, including non-union employees who work fewer than four (4) hours per day, based on alphabetical order of last names. Employees who refuse the vaccination shall be moved to the bottom of the list.

**ARTICLE 24**  
**Sick Leave**

Employees shall be granted the following annual sick leave, to be used in conformance with the law, according to his/her annual employment with the Board.

| Years of Service | Days per Year |
|------------------|---------------|
| 1 - 2            | 12            |
| 3 - 5            | 13            |
| 6 - 15           | 14            |
| 16 - thereafter  | 15            |

Unused leave shall be accumulative to two hundred forty (240) days.

At the beginning of each school term, each employee shall be notified of his/her accumulated sick leave.

Any sick leave not used for the purpose of retirement, the Board will pay \$25 per day to be paid after retirement. Unused leave shall be accumulated to two hundred forty (240) days.

**ARTICLE 25**  
**Vacations**

- A. All twelve month employees shall receive 2 ½ days of vacation for each quarter worked. First year employees shall start to accrue vacation days after working two quarters according to the following schedule:

| Years of Service | Vacation Days |
|------------------|---------------|
| 0-1              | 5             |
| 2-3              | 10            |
| 4-10             | 11            |
| 11-15            | 15            |
| 16-25            | 20            |

- B. Vacation days are to be taken at times which are approved by the employee's immediate supervisor.
- C. An employee with the approval of his/her supervisor may carry over into the following fiscal year five (5) days of accumulated vacation time. These days, however, must normally be used within fifteen (15) working days prior to the first day students are in attendance or during other non-student attendance times.
- D. No vacation time shall be earned during a month when an employee is on unpaid leave.
- E. Holidays shall not be charged as vacation days when they occur during a vacation.
- F. A full-time building principal's secretary shall be allowed to take earned vacation time of up to two non-consecutive weeks during the summer term excluding registration dates.

**ARTICLE 26**  
**Holidays**

- A. All full time 12 month employees shall receive regular pay for the following twelve holidays if such days either fall on or are legally celebrated (according to the official student attendance calendar) on working days during the employee's schedule work year:

|                                       |              |                        |
|---------------------------------------|--------------|------------------------|
| New Year's Day                        | Memorial Day | Thanksgiving Day       |
| Martin Luther King Day                | Labor Day    | Day after Thanksgiving |
| Lincoln's Birthday OR President's Day |              | Columbus Day           |
| Casimir Pulaski Birthday              | Veterans Day | Christmas Day          |
| Christmas Eve Day (1/2 day)           |              |                        |

When the observance of any holiday falls on a weekend, the District will either designate a weekday on which these holidays will be celebrated or give the employee an additional day of vacation. Additionally, twelve-month employees shall receive regular pay for Independence Day. When Independence Day falls on a weekend, the District will designate a weekday to celebrate this holiday for twelve-month employees.

- B. In the event the Board secures a waiver from the State of Illinois for any of the holidays listed, employees shall receive an additional day of vacation for each holiday waived. In order to be paid for a holiday, an employee must work or be on a paid leave one day before and the day after a scheduled holiday.

### **ARTICLE 27** **Paid Personal Leave**

All employees shall be granted a maximum of two (2) days of leave for personal business during each school year without loss of pay; unused personal days are added to accumulated sick leave.

Personal business is defined as business of a personal nature which cannot be conducted at a time not in conflict with the employee's regular school day or an emergency over which the employee has no control and which requires immediate attention.

Personal leave shall not be used to extend holidays or vacations; nor shall it be used during the first or last ten (10) student attendance days except in cases of an emergency.

Notice of such leave shall be given as far in advance as possible. In giving notice of such leave or immediately upon return to school from the leave, if the leave was for an emergency, the employee shall complete the special leave request form.

In the event an employee has not used any personal leave days during any school term, he/she shall be entitled to three (3) additional accumulated sick leave days, effective the first day of the next school term.

### **ARTICLE 28** **Jury Duty Leave**

The employee shall not suffer loss of compensation for jury service, provided that it shall be a condition of this benefit that the employee tender to the District the sum received by such employee from the court for such duty, excluding any sum received for mileage and lodging.

**ARTICLE 29**  
**Union Leave**

The Union President (or his/her designee) shall be released without loss of pay for a maximum of two (2) days per school year in total, taken in no less than one-half day increments, in order to attend to Union business, provided, however, the Superintendent is given at least one week notice (except in cases of emergency), and provided further that the Union shall reimburse the District for the actual cost of substitutes.

**ARTICLE 30**  
**Professional Meeting Leave**

Employees may apply in writing to the supervisor for permission to attend meetings and workshops. Within budget constraints and in the sole determination of the superintendent, together with the supervisor's recommendation, permission to attend such meetings may be approved either at no loss of pay and/or with reasonable reimbursement for the cost of the same.

**ARTICLE 31**  
**Parental Leave**

Parental leave shall be defined as a leave for maternity, foster guardian or adoptive parenthood.

An employee shall be eligible for parental leave without pay or other benefits subject to the following conditions (as used in this Article, "employee" means full-time employee working 9 1/2 months or more):

A. In case of pregnancy of a female employee:

1. Application for parental leave shall be made in writing to the superintendent at least ninety (90) calendar days prior to the anticipated birth of the child.

Nothing in this Section shall be deemed to prohibit an employee, who is disabled due to pregnancy, from utilizing whatever sick leave benefits she may have accrued (if any) and then returning to work when she is physically able. If, however, such employee desires a parental leave when she is physically able to return to work, she must notify the superintendent no later than the commencement of the seventh month of pregnancy (except in cases of emergency) of such a desire, with approximate beginning dates of disability and leave.

2. Arrangements for such leave shall be made by discussing the same with the superintendent. The employee and the superintendent shall determine the commencement and termination of such leave, taking into consideration the maintenance of continuity of job services and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term.

Every effort shall be made to have such leave terminate immediately prior to the start of a new school term, or not later than the first day of school after winter recess or at the high school level at the semester break. The superintendent may waive any of the provisions of this Section in his/her sole discretion, and any such waiver shall not be precedental in any respect.

3. Sick leave shall not be applicable during the period of parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return from leave to active employment in the District.
  4. With the consent of the insurance program, the employee may maintain medical insurance benefits by making timely payments of all premiums which may be due to the District's business office or elsewhere pursuant to its direction.
- B. Any employee desiring parental leave for adoption shall keep the superintendent informed of the status of the proceedings. Leave shall be granted upon satisfactory written notification to the superintendent of the date the child is expected to be received.
- C. Nothing in this section shall be construed as requiring any employee to apply for a parental leave. An employee not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she shall be granted leave of absence without pay or other benefits during such period of disability. Such employee shall return to employment immediately following the termination of actual disability, as certified by the employee's physician, or if the Board chooses, a physician of the Board's choice.
- D. A male employee who has entered upon contractual continued service shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such leave shall rest upon the anticipated birth of a child which the employee has fathered or upon his planned adoption of a child.
- E. An employee granted a leave of absence hereunder shall agree, in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.

## **ARTICLE 32**

### **Unpaid Leaves**

- A. The Board of Education may grant leave of absence for purposes other than specified herein. Such leave may be for the balance of the current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the

Board. All requests for leaves shall be made on a form provided by the Administration sixty (60) calendar days prior to the anticipated leave. The Superintendent in his/her discretion may waive the sixty (60) day notice in emergency situations for good cause shown and any such waivers shall not be precedential in any respect.

- B. The Board of Education may grant leave of absence for health and hardship reasons. Such leave may be for the balance of the current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the Board. All requests for leaves shall be made on a form provided by the Administration. Notice of such leave shall be given as far in advance as possible.
- C. Upon returning from leave to active employment, an employee will receive an available assignment suitable to his/her professional preparation, provided that leave status will not exempt an employee from a Reduction in Force. Placement in his/her previous assignment is not guaranteed.
- D. In cases of request for a leave, the superintendent may designate an administrator to act in his/her stead.
- E. The granting or denial of any such request shall not create a practice or precedent, and no action shall lie against the Board of Education therefore.
- F. The parties agree that no grievance may be filed in the event the Board refuses to grant a leave pursuant to this Article.
- G. The foregoing leaves shall apply to continuing employees only.

### **ARTICLE 33** **Mileage**

Employees who are required at the specific direction of their supervisor to use their personal vehicles in the course of their employment in authorized service to the District shall be reimbursed at the current IRS rate for business use of personally owned vehicles.

### **ARTICLE 34** **Grievance**

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

The Board acknowledges the right of the Union to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant, and the Union to receive assistance as desired in any step of the grievance procedure. Failure of any employee or the Union to act on a grievance within the prescribed time limits will act as a bar to any further appeal and an Administrator's

failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent. At any stage of the grievance procedure, the grievant may be represented by a representative of his or her choice.

A grievance involving the act of any Administrator above the building level shall initially be filed at Step 3 of the grievance procedure after the grievant has first consulted the Administrator involved, but no later than twenty (20) business days after the occurrence giving rise to the claim.

- Step 1: A complaint shall first be discussed with the object of resolving the matter informally. If the matter is resolved and a Union representative was not present at the adjustment of the complaint, the principal shall inform the Union president of the adjustment.
- Step 2: If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to his/her immediate supervisor no later than twenty (20) business days after the occurrence of the claim or complaint. The supervisor will arrange for a meeting to take place within five (5) business days after receipt of the grievance. The aggrieved party, the immediately involved supervisor, and any person whose assistance they request, shall be present for the meeting. The supervisor will then, within five (5) business days after the meeting, provide the aggrieved party and the superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.
- Step 3: If the grievant is not satisfied with the disposition of the grievance at Step 2, or if Step 2 time limits expire without the issuance of the supervisor's memorandum, the grievant shall present the grievance in writing to the superintendent within ten (10) business days. The superintendent shall arrange for a meeting to take place within five (5) business days after receipt of the grievance. The superintendent shall conduct the meeting with the same parties being present as were present in Step 2. Upon the conclusion of the hearing of the grievance, the superintendent shall have ten (10) business days in which to provide his/her written decision to the grievant.
- Step 4: If the grievant is not satisfied with the disposition of the grievance at Step 3, or if Step 3 time limits expire without the issuance of the superintendent's decision, the grievant may refer the grievance within ten (10) business days to the Board of Education. Upon receipt of the request, the Board of Education shall schedule, within thirty (30) business days, a closed session hearing on the grievance, and shall promptly thereafter render its decision in writing.
- Step 5: If the grievance is not resolved satisfactorily at step 4, there shall be available an additional step of impartial, binding arbitration. The grievant may submit, in writing, a request to the superintendent within ten (10) business days from receipt of the Step 4 answer. The arbitrator shall be selected from the American Arbitration Association in accordance with its voluntary labor tribunal rules.



Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to amend, modify, ignore, add to or subtract from the terms of this agreement, nor to make any award void or prohibited by law, statutory or decisional.

The cost of the arbitrator shall be borne equally between the grievant and the school district. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning or application of the express relevant language of the Agreement.

A business day is defined as a day on which the School Administration Office is open for business, unless the Superintendent of Schools is absent for whole days for sickness, personal, professional or vacation purposes, when such time limits shall abate.

Should the investigation of any grievance require, in the judgment of the superintendent, that an employee be released from his/her regular assignment, he/she will be released without loss of pay or benefits.

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

Furthermore, should any member of the bargaining unit commence an action against the Board and/or any of its members individually or collectively, before any State or Federal Administrative Agency, Court or tribunal, charging the Board or any of its members as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceeding shall act as a bar to the commencement of further proceeding of any grievance filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

The final determination of a grievance at any step shall be included in the interested employee's official Board file.

### **ARTICLE 35 No Strike Clause**

The Union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this Agreement.

**ARTICLE 36**  
**Management Rights**

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

1. To maintain executive management and administrative control of the School District and its properties and facilities and the activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions of their continued employment, or their discipline, dismissal, or demotion, their assignment, and to promote and transfer all such employees.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
4. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.
5. To subcontract work on an emergency, temporary, or occasional basis where such subcontracting does not result in a layoff or a reduction in the normal work hours of bargaining unit employees. Any subcontracting relationship shall not be interpreted to invest in the subcontractor (or its agents) the status of assignee(s) of the rights of this Agreement or the status as a co-employer(s) with the Board.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

**ARTICLE 37**  
**Subcontracting**

The performance of duties requiring specialized skills (including, by way of illustration only, and not by way of limitation, HVAC controls, boiler maintenance, electrical and plumbing work, or other trade skills) in a routine manner may be contracted out to non-bargaining unit contractors. For duties currently performed by bargaining unit members, the Board shall have the right to subcontract out such work, provided, however, that it shall be obligated to bargain the impact of the same with the Union.

**ARTICLE 38**  
**Salary and Pay Schedules**

Payroll checks will be issued two times a month.

The salary schedules are contained in Appendix A.

In addition, the Union and District have an understanding that if the District receives an Impact Aid payment for a particular year in excess of nine hundred thousand dollars (\$900,000), the union employees will receive a one-time bonus, inclusive of Board IMRF Contribution. Standard deductions for federal income tax, state income tax, IMRF, FICA and Medicare will also be withheld from the bonus check. This bonus will be based on full-time equivalency. For instance, a full-time employee would receive a \$1,000 bonus; a 50 percent employee would receive a \$500 bonus. Additionally, any employee who has submitted a notice of retirement pursuant to Article 40 so as to participate in the retirement incentive shall not be eligible to receive any such bonus. This incentive/bonus terminates at the end of this contract term for the school year 2012-2013. If received by the District during the first semester, the bonus will not be paid before January 31; if the monies arrive after this date, the bonus will be paid in a timely manner.

**ARTICLE 39**  
**Insurance Benefits**

The Board of Education shall provide to each employee the following benefits for group medical and hospitalization coverage.

2008-2009 Employee pays:

\$1,834.08/year single coverage

\$4,753.44/year family coverage

Should the total premium be more than the aggregate amount of \$7,691.52 per year (single) and \$19,917.84 per year (family), the increased costs will be shared between the Board and the employees as follows:

|  | Paid by Board | Paid by Employees |
|--|---------------|-------------------|
| Premium increases occurring from 8/16/2009-8/15/2010 | 75%           | 25%               |
| Premium increases occurring from 8/16/2010-8/15/2011 | 75%           | 25%               |
| Premium increases occurring from 8/16/2011-8/15/2012 | 75%           | 25%               |
| Premium increases occurring from 8/14/2012-8/15/2013 | 75%           | 25%               |

The Board shall have the right to change insurance companies, method of funding (self-insured or pooled risk) or to co-insure or self-insure for benefits (at no loss of covered benefits to employees) without negotiations with the Union.

Any other changes in benefits shall require negotiations and agreement with the Union prior to being effective.

In addition to the foregoing, the Board shall provide at its sole cost a \$10,000.00 term life insurance policy for each employee.

The Board shall provide a Wellness Program at a cost of \$3,663.24 with Board paying 75% of new premium and Union paying 25% of new premium.

The Board shall increase the maximum life from 1 million to 2 million.

The Board shall provide an Employee Assistance Program.

#### **ARTICLE 40 Retirement**

A one-time retirement incentive shall be available to retirees immediately drawing Illinois Municipal Retirement Fund pension benefits who have at least fifteen (15) years of full-time service in Wilmington School District 209-U.

Eligible employees will receive fifty dollars (\$50) per year of full-time service in District 209U. It shall be the responsibility of the retiring employee to notify the Superintendent, or designee, in writing one year prior to the date of his/her retirement to receive this incentive.

#### **ARTICLE 41 Terms of Agreement**

##### **A. Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.

##### **B. Zipper Clause**

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives any

right which might otherwise exist under law, practice or custom to negotiate any further agreements effective for or during the term of this Agreement with respect to any matter even though such matter may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement, except that the Union reserves the right to meet with the Board to negotiate the necessity for, and the terms of any subcontracting of work assignments held by and duties performed by members of the bargaining unit where such subcontracting will result in a layoff or reduction in the normal work hours of bargaining unit employees.

**ARTICLE 42**  
**Duration**

This Agreement shall be effective with the commencement of normal business on the day both parties execute this agreement, and shall remain in full effect until the close of business on the 15th day of August-2013.

No item agreed to shall be deemed capable of renegotiation to be effective during the terms of this Agreement, unless mutually agreed to in writing by the parties.

Either party may request to extend this Agreement beyond its termination date by serving written notice of such request upon the other party, and in such an event, this Agreement shall be extended until the parties (or their successors) reach Agreement on a new contract.

\_\_\_\_\_  
President  
Board of Education  
Wilmington School District 209-U

\_\_\_\_\_  
President  
Wilmington Support Personnel Council  
AFT-Local 604, IFT/AFT, AFL-CIO

\_\_\_\_\_  
Secretary  
Board of Education  
Wilmington School District 209-U

\_\_\_\_\_  
Secretary  
Wilmington Support Personnel Council  
AFT-Local 604, IFT/AFT, AFL-CIO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

### Salary 2009-2010, 2010-2011, 2011-2012, 2012-13

#### Hourly rates for employees hired on or after August 17, 1993

|  | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> | <u>12-13</u> |
|--|--------------|--------------|--------------|--------------|
| Building Principals' Secretaries                           | \$16.66      | \$17.49      | \$18.36      | \$19.27      |
| Other Secretaries/Guidance Secretary/Registrar/ <u>LTA</u> | \$16.46      | \$17.29      | \$18.16      | \$19.07      |
| Library Aides  | \$15.10      | \$15.93      | \$16.80      | \$17.71      |
| Custodial Maintenance                                      | \$16.46      | \$17.29      | \$18.16      | \$19.07      |
| Night Shift or Split Differential                          | \$0.25       | \$0.25       | \$0.25       | \$0.25       |
| Cook   | \$14.50      | \$15.33      | \$16.20      | \$17.11      |
| Food Service Employees<br>Working 4 hours a day or more    | \$14.30      | \$15.13      | \$16.00      | \$16.91      |

Employees off the schedule (hired before August 17, 1993) will receive:

|           |   |
|-----------|---|
| 2009-2010 | \$ .79 per hour increase over the hourly rate for 2008-2009 |
| 2010-2011 | \$ .83 per hour increase over the hourly rate for 2009-2010 |
| 2011-2012 | \$ .87 per hour increase over the hourly rate for 2010-2011 |
| 2012-2013 | \$ .91 per hour increase over the hourly rate for 2011-2012 |