

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**

2016-2017

2017-2018

2018-2019

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Article 1
Preamble

This Agreement is made and entered into on the 22nd day of August, 2016, 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, all District Office staff, 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 (six) 6 hours per day. Said employees shall receive life insurance benefits.

Full time employees for purposes of this contract consist of nine (9) or more month employees whose work day consists of a minimum of seven (7) hours.

All substitute positions are outside the bargaining unit.

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 any 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 articles, 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 officials 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. 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.
- C. 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.
- D. The Union shall be permitted to use school mailboxes and email for union communications to employees, provided no additional cost is incurred by the District.
- E. 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.

- F. 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 the loss of pay.

B. Access to Work Sites by Union Representation

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 the 15th 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 five (5) annuity plans, and such identity shall not be changed, except 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 Custodians and Food Service Employees

The Board will provide employees three (3) work shirts in their first year of employment. During the 2013-2014 school year, all current food service employees will be provided with three (3) shirts. In all subsequent years, the Board will annually provide custodial/maintenance employees with (3) three shirts. In all subsequent years, The Board will annually provide food service employees with two (2) shirts. Employees are required to wear said shirts.

The Board will provide rain ponchos. Rain ponchos are currently available in the shed.

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 maintain 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 fees 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 thirty (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 of 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 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 supervisor 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 employee, in cooperation with the building principal, will complete by May 1st a performance report for the employee in his/her areas 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 employee's signature does not indicate concurrence, but merely that the employee has seen the completed form. An employee may file a signed statement on his/her behalf relating to any evaluation in his/her personnel file with which he/she does not concur. Such dissenting statements shall be attached to the original material.

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. The file may include:

- A. Official Board File. Only one official Board file shall be kept for each employee that relates to job performance. 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 file 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 or his/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 (10) month employees, the two months not worked during the summer shall not constitute a break in service, but the employee shall not accrue seniority credit for those months not worked. 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:
 - 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. Any employees in the bargaining unit who begin employment in a new category shall not maintain their former seniority in the new category but rather, will retain their seniority in their former category when they begin employment in the new category which may be in or out of the bargaining unit.
 6. 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 – A 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 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:

Building Principal Secretary
Other Secretaries
Library Aides
Maintenance/Custodial
Food Service Employees
Cooks
Library Technical Assistants
Clerks

The parties agreed to the seniority placement of employees in the categories designated on the District's seniority report of February 1, 1990

Article 14
Workday/Work Week

A. Normal Work Hours

Normal work hours shall not exceed forty (40) hours per week or eight (8) hours per day except as in B.3 below. No guarantee of such work is implied herein.

B. Normal Work Week

1. The normal work week shall be Monday through Friday.
2. Custodians shall work eight (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/job description 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. Upon request of the employee, the administration will provide a copy of his or her current job description.

C. Non-Students 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.

- D. Employees who work in excess of five (5) clock hours per day shall be entitled to a thirty (30) minute unpaid lunch period, scheduled by his/her supervisor, all as added to the normal work day, except that Cooks shall have a twenty (20) minute meal period which shall not be deducted from hours worked.
- E. Each employee shall be entitled to a fifteen (15) minute break during every four (4) hours worked except that Cooks shall be entitled to a ten (10) 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 scheduled comp time 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.
- I. On a weather emergency day when school is cancelled, all twelve month employees are expected to report to work. If an employee chooses to not come in to work due to safety concerns, that employee will be charged a Personal, Vacation, or Dock Day. It will be the employee's choice as to what type of day will be taken.

Upon supervisor approval, an employee may alter his/her schedule by one hour on a snow emergency day (only). An employee must still work a normal eight hour work day.

Article 15 Overtime

- A. 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 forty (40) hours per week. Overtime pay shall be computed on current salary at the time overtime work is performed. All current employees beginning shifts

at 12:00 p.m. or later will be paid at the night shift differential, including overtime work. Employees hired after July 1, 2013, will receive the night shift differential for any shifts beginning at 2:30 p.m. or later. 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 shall not count in calculating the employee's work hours for purpose of paying overtime. Although the required threshold for overtime has not been met, full-time employees who agree to work additional hours outside of their assigned shifts, during the weeks in which contractually stipulated holidays occur, will receive compensatory time at 50% time.

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. Food Service employees shall be paid regular time plus twenty-five percent (25%) of their hourly rate for banquets and banquet preparation, even if the total hours worked for the week are forty (40) hours or fewer. 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 by utilizing employees who do not volunteer for such overtime work. Failure of the custodial/maintenance to accept overtime will result in the placement of the employee's name at the bottom of the rotation list. Custodial/maintenance 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 employee overtime work.

- D. All overtime pay must be submitted on a time sheet. Requests for compensatory time off must be 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 the 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 fourteen (14) 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
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 Transfers and reassignment shall be determined by the Administration which shall consider, as 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.

An employee requesting a transfer to another building, a position with 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. The employee shall be entitled to a meeting to discuss the voluntary transfer.

2. Involuntary Transfers

When the Administration determines that the best interests of the school district require an involuntary transfer and/or reassignments such transfer and/or reassignment shall be made by seniority in the District with the least senior qualified employee within the job category being transferred.

Article 18 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 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.
- C. Nothing shall be deemed to prohibit the temporary filling of a vacancy during the posting period.
- D. All vacancies shall be posted in a timely manner.

Article 19 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 20
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. The Board agrees with the tenets of progressive and corrective discipline. Disciplinary action may be imposed upon an employee for just cause as deemed appropriate by the Administration. Progressive and corrective discipline is subjective to the Administration's discretion in regard to the severity of the offense. Disciplinary action or measures may include, but not necessarily be limited to the following:
- Oral reprimand
 - Written reprimand
 - Suspension without pay (notice to be given in writing or pending dismissal)
 - Discharge (notice to be given in writing)

C. Pre-Disciplinary Meeting

Prior to the disciplinary action being taken against an employee, the Administration shall meet with the employee and inform him/her of the reasons for any contemplated disciplinary action. The employee shall be given the opportunity to present the employee's side of the incident and to rebut any testimony. The employee may have Union representation or any other representation as provided for in the Weingarten Rights.

ARTICLE 21
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.

ARTICLE 22
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 23
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.

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

Unused leave shall be accumulative to a maximum of two hundred forty (240) days. Employees are eligible to be paid \$25 per day for any accumulated sick leave not used for the purpose of retirement. Payment will be made after the employee retires.

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

ARTICLE 24
Vacations

- A. All twelve (12) month employees shall receive two and one half (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. When limits need to be placed on the use of vacation, the initial granting of said vacation days shall be determined on a seniority basis. In addition to the supervisor's authority to schedule vacations, there shall be no vacation days taken two weeks after and two weeks before the beginning of the school year (the school year is defined when students begin and end classes). A supervisor or his/her designee may determine, in his/her judgment, and then without creating a past practice or precedent, that an employee may be granted vacation time during the two weeks after the school year or the two weeks prior to the start of a school year.
- 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.
- C. No vacation time shall be earned during a month when an employee is on unpaid leave.
- D. Holidays shall not be charged as vacation days when they occur during a vacation.
- E. A twelve (12) month building principal's secretary shall be allowed to take earned vacation time of up to two (2) non-consecutive weeks during the summer term excluding registration dates.

ARTICLE 25
Holidays

- A. All full time twelve (12) month employees shall receive regular pay for the following thirteen (13) holidays if such days either fall on or are legally celebrated (according to the official student attendance calendar) on working days during the employee scheduled work year:

New Year's Day	Columbus Day
Martin Luther King Day	Wednesday before Thanksgiving*
Lincoln's Birthday or President's Day	Thanksgiving
Casimir Pulaski Birthday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Labor Day	Christmas Day
Veterans Day	

* If school is not in session

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 (12) employees shall receive regular pay for Independence Day.

- B. In the event the Board secures a waiver from the State of Illinois for any 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 paid leave one day before and the day after a scheduled holiday.

ARTICLE 26
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 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 27
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 28
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 29
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 30
Sick Leave/Parental Leave

A. FMLA

Nothing in this article shall be inconsistent with the Family and Medical Leave Act. For purpose of using sick days concurrently with an FMLA leave, pregnancy will be considered as the same as any other illness. Further, spouses will be accorded all the rights due them under the Family and Medical Leave Act in regards to pregnancy, birth, or adoption of a child.

B. Parental Leave

Parental leave shall be defined as leave for maternity, foster guardian or adoptive parenthood. A nine (9) or more month employee who works thirty seven (37) hours weekly shall be eligible for parental leave without pay or other benefits subject to the following conditions:

1. In case of pregnancy of a female employee:

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 precedential in any respect.

3. 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.

C. Additional Guidelines

1. 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.
2. Nothing in this Section shall be construed as requiring any employee to apply for 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.
3. 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.
4. 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.
5. An employee granted a leave of absence hereunder shall agree, in all cases, as a condition precedent to granting of such leave, to waive any claim to unemployment compensation. In the event such a waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.

ARTICLE 31
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 situation 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 32

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.

ARTICLE 33

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 any 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 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 proceedings shall act as a bar to the commencement of further proceedings 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 34 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 35 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 or temporary, 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 36

Salary and Pay Schedules

Payroll checks will be issued two (2) times a month.

The salary schedules can be found in Article 41.

Article 37

Insurance Benefits

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

The Board and Union ratify, confirm and approve that the premium insurance costs are to be paid 75% by the Board and 25% by the Employee. To the extent such premium insurance costs are not paid at such percentage levels, the Board and Union agree that any increases to premium

costs passed to the District will be paid 75% by the Board and 25% by the Employee so that premium insurance cost will, ultimately, be paid 75% by the Board and 25% by the Employee.

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 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 in connection with the health benefits provided to the Employees.

The maximum lifetime will be \$2 million.

The Board shall provide an Employee Assistance Program.

It is agreed by the parties herein, that any and all changes to insurance coverage and costs as set forth in the contract to be negotiated by the Wilmington Board of Education and the Wilmington Council, AFT Local 604 shall be implemented beginning with the 2016 contract year or upon implementation in the teacher's contract, whichever is later.

ARTICLE 38

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 service in Wilmington School District 209-U.

Eligible employees will receive fifty dollars (\$50.00) per year of service in District 209-U. It shall be the responsibility of the retiring employee to notify the Superintendent, or designee, in writing by July 1 of the year prior to the date of his/her retirement to receive this incentive. The Board may grant exceptions to the notification date. Such exceptions shall not be precedent setting.

ARTICLE 39
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 40
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 June 30, 2019.

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.

Each 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.

ARTICLE 41
Compensation

All current employees who are covered by this agreement will receive the following hourly pay rate increases:

2016-2017: 3.25%
2017-2018: 3.0%
2018-2019: 3.0%

Any newly hired employees who are covered by this agreement will initially receive an entry-level hourly rate as follows throughout the duration of this contract:

Building Principal Secretaries:	\$14.33
Other Secretaries:	\$14.08
Library Technical Assistants:	\$14.08
Library Aides:	\$12.58
Custodial/Maintenance:	\$12.83
Night Shift or Split Differential:	\$.30
Food Service Employees:	\$11.83
Cook:	\$13.08

Any newly hired employees will receive the agreed upon annual hourly pay rate increase for any subsequent years covered by this agreement.

The administration will also maintain and share with the union a placement schedule which will be used if any current employee changes job assignments categories at any time during the duration of this agreement.

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

