

SCHOOL DISTRICT 149

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 149,
COOK COUNTY, ILLINOIS**

AND

**THE SUPPORT PERSONNEL COOPERATIVE
ASSOCIATION, IEA-NEA**

2018-2022

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AGREEMENT BETWEEN
THE BOARD OF EDUCATION
SCHOOL DISTRICT # 149, COOK COUNTY, ILLINOIS
AND SUPPORT PERSONNEL COOPERATIVE ASSOCIATION, IEA-NEA

2018 - 2022

PREAMBLE

It is the Mission of School District 149 to have all students strive for excellence in all programs by providing them with a nurturing, safe and orderly environment in which children grow and learn to become successful members of their community. The mission will be conducted in an open manner that provides for input from all members of the community, and will be conducted in a fiscally responsible manner that will not put the District in economic peril.

In accordance with this mission, all members of the District 149 community should be treated with respect and have their views recognized as important contributions to the success of our students. To this end a free and open exchange of views through fixed and established channels of communication is desirable.

This is an agreement between the Board of Education of School District No. 149, Cook County, Illinois (hereinafter referred to as "the Board") and the Support Personnel Cooperative Association, IEA-NEA (hereinafter referred to as "the Union").

**ARTICLE 1
RECOGNITION**

- 1.0.** The Board hereby recognizes the Union as the sole and exclusive representative for all nonprofessional educational employees with the following job classifications:
- (a) Regularly employed administrative assistants who are regularly scheduled to work at least one-half ($\frac{1}{2}$) of the work day or twenty-two and one-half ($22\frac{1}{2}$) hours per week of full-time administrative assistants.
 - (b) Regularly employed custodial/maintenance workers who are regularly scheduled to work at least twenty-two and one-half ($22\frac{1}{2}$) hours per week.

- (c) Regularly employed certified paraprofessionals who are regularly scheduled to work at least one-half ($\frac{1}{2}$) of the work day of full-time certified paraprofessionals.
- (d) Regularly employed 10-month clerks who are regularly scheduled to work at least one half ($\frac{1}{2}$) of the work day or twenty-two and one-half ($22\frac{1}{2}$) hours per week of a full time clerk.
- (e) Regularly employed computer technicians who are regularly scheduled to work at least one-half ($\frac{1}{2}$) of the work day of a full-time computer technician.
- (f) Regularly employed twelve (12) month receptionist who are regularly scheduled to work at least one-half ($\frac{1}{2}$) of the work day of a full-time twelve (12) month receptionist.
- (g) Regularly employed nurses who are regularly scheduled to work at least one-half ($\frac{1}{2}$) of the work day of a full-time nurse.

Excluding, however, all supervisors, managerial, confidential, short-term and student employees. Short-term employees are substitutes, employees hired on a temporary basis and employees whose full-time employment occurs primarily during the summer, winter or spring recesses of school.

The terms "bargaining unit members" or "employees" in the Agreement shall refer to all employees in the bargaining unit as defined above.

- 1.1. Management's Rights.** The Employer retains its statutory rights to manage the school district. Implementation of those rights shall be consistent with this Agreement and with the Illinois Educational Labor Relations Act. The Employer agrees not to exercise these rights in any arbitrary or capricious manner.

ARTICLE 2 EMPLOYEE RIGHTS

2.1 Employee Discipline

- (a) The Employer agrees with the tenets of progressive and corrective discipline and that no employee shall be disciplined without just cause and procedural due process as set forth below. Any such discipline shall be subject to the grievance procedure herein set forth including binding arbitration. The specific grounds forming the basis for disciplinary action beyond a verbal warning will be made available to

the employee and Association in writing. Discipline will be performed in a progressive manner, except for in unusual and severe circumstances, where one or more steps in this process may be skipped. The disciplinary process consists of the following:

- A. Verbal Warning – A verbal warning will be issued to the employee from a supervisor advising that if the employee's actions continue, a written reprimand will be issued. The employee and supervisor shall meet to informally discuss the work-related problem and concern and engage in a mentoring session designed to help the employee:
 - (1) Recognize the mistake or deficiency
 - (2) Clarify expectations and standards required
 - (3) Develop an understanding of the consequences of failing to meet the standard

- B. Written Reprimand – A written reprimand shall be issued from the Supervisor to the employee and shall state the specific actions leading to the reprimand. A copy of the reprimand shall be placed in the employee's personnel file. At a meeting between the employee and supervisor, acceptable performance shall be discussed. The written reprimand shall be prepared and include the following information:
 - (1) The concern(s) in need of improvement
 - (2) The expected step(s) necessary to improve
 - (3) The scheduled time frame to implement and monitor improvement
 - (4) The date for a follow-up conference with the employee and all others present

- C. Suspension – An employee may be suspended without pay by the Board only after the employee has received a written notice of the reasons for the suspension and the opportunity for a hearing on the matter before the Board. The Superintendent may suspend an employee without pay pending a hearing before the Board. The employee shall be compensated for any lost pay resulting from such a suspension if the Board concludes that the suspension was without sufficient cause. No disciplinary suspension without pay shall exceed in the aggregate thirty (30) work days. Nothing contained herein shall limit the Superintendent's authority to effect a suspension with pay, fringe benefits, and all other benefits provided

by the contract for an unlimited duration, for the purposes of conducting an investigation into allegations received concerning an employee.

- D. Dismissal – If the unsatisfactory conduct has not been corrected after a suspension of the employee, or if the conduct of the employee is severe, the employee may be discharged. The employee shall be given a written notice of the reasons for such discharge and be provided with an opportunity to respond to the Board prior to a decision regarding the anticipated discharge. The Association shall be notified and shall have the right to be present at the Board meeting.
- (b) Nothing in this subsection mandates that the Union defend an employee accused of committing a felony, drug abuse, child/employee molestation or similar offense.
- (c) When any suspension, dismissal or demotion is being recommended, the Union President will be notified by the Superintendent in writing within five (5) working days.

2.2 Right to Representation

Whenever a conference between a supervisor and employee is scheduled for the purpose of determining whether disciplinary action is appropriate, except in the case of an emergency determined by the Superintendent and the Union President, the employee shall be notified in writing twenty-four (24) hours beforehand and shall have the right to have a representative of the Union at the conference. At the time of the written notification of the scheduled conference, the employee shall be notified of his/her right to have a representative of the Union present.

2.3 Personnel File

- (a) The employee shall have the right to examine his/her entire personnel files, providing:
 - (1) A written request is made to the Superintendent during business hours.
 - (2) The file is to be examined in the presence of the Superintendent or designated representative. No material is to be removed from or added to the file.
 - (3) The employee may petition the Superintendent to remove any disciplinary material after five (5) years. If there has

been no reoccurrence, the Superintendent must remove the specified material.

- (b) The employee may request a copy of any material in the file which will be furnished to the employee within five (5) business days at cost.
- (c) No temporary files shall be maintained, by any administrator, on any employee unless that employee has access to those files and is given a copy of all material in the files at the time said material is placed in the file. The employee shall acknowledge receipt of a copy of such material. Further, the employee shall have the right to attach a rebuttal and/or explanation to the material. All file material referred to above shall be considered of a temporary nature and shall be destroyed in the presence of the employee on the last day of the fiscal year.
- (d) Before any material of an evaluative nature goes into the personnel file of an employee, that employee shall be given a copy of the material, shall have the right to a conference on the material and shall have the right to attach a rebuttal and/or explanation to the material.

2.4 Uniforms

- (a) Within thirty (30) days of employment, an employee who is required to wear a uniform at work will be furnished two (2) complete sets of uniforms.
- (b) In mid-August of the employee's second year and every year thereafter the Board will issue two (2) complete sets of work uniforms. The employee shall be responsible for the laundering and other maintenance of the uniforms.
- (c) All uniform items shall be worn only while on duty and while going to and from work. They shall remain the property of the Board and be returned upon termination of employment. Failure to return said uniforms will result in a forty-five dollar (\$45) uniform charge.

ARTICLE 3 EMPLOYMENT CONDITIONS

3.1 Definitions

- (a) Job classifications. There shall be eleven (11) job classifications:
 - (1) 12-Month Administrative Assistant, Level I and Level II

- (2) 11-Month Administrative Assistant, Level I and Level II
- (3) Certified Paraprofessional, Level I and Level II
- (4) Maintenance
- (5) Head Custodian, Level I and Level II
- (6) Custodian, Level I and Level II
- (7) 10-Month Clerk
- (8) Computer Technician
- (9) 12-Month Receptionist
- (10) Nurse

For the 2018-2019 fiscal year, Certified Paraprofessionals, Head Custodians, Custodians, 12-Month Administrative Assistants and 11-Month Administrative Assistants may apply for a promotion to a Level II position by voluntarily attending the required meeting with central office personnel and submit a letter of interest to District Administration.

In each of the subsequent years of the contract, there shall not be more than one Level II Administrative Assistant (either 12-Month or 11-Month) in each of the District's schools. If the number of Administrative Assistants (12-Month and 11-Month) that are qualified for a Level II position is more than the number of the District's schools, then the Level II positions shall be filled by the those Administrative Assistants (12-Month or 11-Month) with the greatest seniority with the District.

Upon being promoted to a Level II position, the employee shall receive an increase in their annual base salary of \$3,000.

(b) Part-time Employees

- (1) Part-time Employee – An employee who works less than half of the required time specified in their category in section (D).

(c) Work Day. A normal work day schedule is contained in the following chart:

Normal Work Day Schedule

Work hours are identified by [.....] [WORK HOURS]

Paid hours are identified by {.....} {PAID HOURS}

| Job Classification | Middle School | Elementary Schools | Lunch/Breaks |
|--|---|---|--|
| AM Head Custodian/Custodian | [6:30 a.m. – 2:30 p.m.] {8 hours} | [7:00 a.m. – 3:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| PM Custodian | [2:30p.m. – 10:30p.m.] {8 hours} | [3:00 p.m. – 11:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| Administrative Assistant (11 & 12 Month) | [7:30 a.m. – 3:30 p.m.] {7 hours} | [8:00 a.m. – 4:00 p.m.] {7 hours} | Exclusive Lunch = 1 hour |
| Paraprofessional | [8:10 a.m. – 3:00 p.m.] {6¼ hours} | [8:50 a.m. – 3:40 p.m.] {6¼ hours} | Exclusive Lunch = 35 minutes Inclusive Break = 15 minutes *Lunch and break may be combined for a total of 50 minutes |
| 10-Month Clerk | [7:30 a.m. – 2:30 p.m.] {6 hours} | [8:00 a.m. – 3:00 p.m.] {6 hours} | Exclusive Lunch = 1 hour No break time |
| Computer Technician | [8:30 a.m. – 4:30 p.m.] {7 hours} | [8:30 a.m. – 4:30 p.m.] {7 hours} | Exclusive Lunch = 1 hour |
| Nurse | [8:10 a.m. – 3:00 p.m.] {6¼ hours} | [8:50 a.m. – 3:40 p.m.] {6¼ hours} | Exclusive Lunch = 35 minutes (after the end of the last scheduled student lunch period) Lunch and break may be combined for a total of 50 minutes |
| Maintenance Worker | [6:30 a.m. – 2:30 p.m.] {8 hours} | [7:00 a.m. – 3:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| 12 Month Receptionist | [8:30 a.m. – 4:30 p.m.] {7 hours} | [8:30 a.m. – 4:30 p.m.] {7 hours} | Exclusive Lunch = 1 hour |

An employee must work at least half of his or her assigned workday to be compensated for a half day. No lunch or break may be taken during a half day. A half-day consists of 3 hours for a paraprofessional and nurse. A half-day consists of 3.5 hours for an administrative assistant, computer technician and 12-month receptionist. A half-day consists of 4 hours for a custodian and maintenance worker. A full-time employee's normal work week shall be the number of hours in the employee's normal work day times five (5).

A half-day consists of 3 hours for a 10-month Clerk.

When school is not in session (days before and after the official start and end of the school year) all administrative assistants and receptionists will work from 9:00 a.m. – 3:00 p.m. with a common one-hour lunch from 12:00 p.m. to 1:00 p.m.

Starting and ending time will coincide with the Official Published District Calendar.

3.1 (d) Work Year. The work year for full-time employees is as follows:

| Job Classification | |
|-----------------------------------|-----------|
| 12-Month Administrative Assistant | 12 months |
| Maintenance | 12 months |
| Head Custodian | 12 months |
| Custodian | 12 months |
| 12-Month Receptionist | 12 months |
| Computer Technician | 12 months |

| Job Classification | | |
|-----------------------------------|--|---------------|
| 11-Month Administrative Assistant | All days of certified attendance respectively, the last business day of June annually and the first business day of August annually. | 220 days |
| Certified Paraprofessional | All days of certified attendance, respectively. | 180 work days |
| 10-Month Clerk | All days of certified attendance plus ten (10) days immediately before and ten (10) days after the first and last days of certified attendance, respectively | 200 work days |
| Nurse | All days of certified attendance, respectively. | 180 work days |

3.1(e) Student Registration Work Day Schedule

When a change in the normal work day schedule occurs for Student Registration and personnel is needed for that time period; the following schedule will take place:

Work hours are identified by [.....] [WORK HOURS]

Paid hours are identified by {.....} {PAID HOURS}

| Job Classification | Middle School | Elementary Schools | Lunch/Breaks |
|--|---|---|---|
| AM Head Custodian/Custodian | [6:30 a.m. – 2:30 p.m.] {8 hours} | [7:00 a.m. – 3:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| PM Custodian | [2:00 p.m. – 10:00 p.m.] {8 hours} | [2:30 p.m. – 10:30 p.m.] {8 hours} | Inclusive Lunch = 30 minutes at mutually agreed time with building administrators |
| Administrative Assistant (11 & 12 Month) | [1:30 p.m. – 8:30 p.m.] [8:00 a.m. – 3:00 p.m.] {6 hours} | [1:30 p.m. – 8:30 p.m.] [8:00 a.m. – 3:00 p.m.] {6 hours} | Exclusive Lunch = 1 hour |
| 10-Month Clerk | [1:30 p.m. – 8:30 p.m.] [8:00 a.m. – 3:00 p.m.] {6 hours} | [1:30 p.m. – 8:30 p.m.] [8:00 a.m. – 3:00 p.m.] {6 hours} | Exclusive Lunch = 1 hour |
| Computer Technician | [8:30 a.m. – 4:30 p.m.] {7 hours} | [8:30 a.m. – 4:30 p.m.] {7 hours} | Exclusive Lunch = 1 hour |
| Maintenance Worker | [6:30 a.m. – 2:30 p.m.] {8 hours} | [7:00 a.m. – 3:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| 12 Month Receptionist | [8:30 a.m. – 4:30 p.m.] {7 hours} | [8:30 a.m. – 4:30 p.m.] {7 hours} | Exclusive Lunch = 1 hour |

An employee must work at least half of his or her assigned workday to be compensated for a half day. No lunch or break may be taken during a half day. A half-day consists of 3.5 hours for an administrative assistant, 10-month clerk, computer technician and 12-month receptionist. A half-day consists of 4 hours for a custodian and maintenance worker.

During Student Registration an administrative assistant that works past the normal work day of six (6) paid hours shall be compensated at the rate of one and one-half (1½) times the employee’s regular hourly rate.

The computer technician may be asked to work a flexible schedule not to exceed 8 hours with an exclusive 1-hour lunch depending on the needs of the district.

3.1(f) Parent-Teacher Conference Work Day & Evening Schedule

When a change in the normal work day schedule occurs for Parent Teacher Conferences and personnel is needed for that time period, the following schedule will take place:

- (1) Parent/Teacher Conferences are scheduled to begin at 9:00 am and conclude at 3:00 pm (at the discretion of the Calendar Committee), with not less than thirty (30) minutes duty-free for meals or maximum of one (1) hour.
- (2) These conference days shall not be days of student attendance.
- (3) The Parent-Teacher Conference Work Day Schedule for A.M. conferences shall be as follows:

A.M. Conferences

Work hours are identified by [.....] [WORK HOURS]

Paid hours are identified by {.....} {PAID HOURS}

| Job Classification | Middle School | Elementary Schools | Lunch/Breaks |
|--|--|--|------------------------------|
| AM Head Custodian/Custodian | [6:30 a.m. – 2:30 p.m.] {8 hours} | [7:00 a.m. – 3:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| PM Custodian | [2:00 p.m. – 10:00 p.m.] {8 hours} | [2:30 p.m. – 10:30 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| Administrative Assistant (11 & 12 Month) | [8:00 a.m. – 3:00 p.m.] {6 hours} | [8:00 a.m. – 3:00 p.m.] {6 hours} | Exclusive Lunch = 1 hour |
| Paraprofessional | [8:00 a.m. – 3:00 p.m.] {6.5 hours} | [8:00 a.m. – 3:00 p.m.] {6.5 hours} | Exclusive Lunch = 30 minutes |
| 10-Month Clerk | [8:00 a.m. – 3:00 p.m.] {6 hours} | [8:00 a.m. – 3:00 p.m.] {6 hours} | Exclusive Lunch = 1 hour |
| Computer Technician | [8:30 a.m. – 4:30 p.m.] {7 hours} | [8:30 a.m. – 4:30 p.m.] {7 hours} | Exclusive Lunch = 1 hour |
| Nurse | [8:00 a.m. – 3:00 p.m.] {6.5 hours} | [8:00 a.m. – 3:00 p.m.] {6.5 hours} | Exclusive Lunch = 30 minutes |
| Maintenance Worker | [6:30 a.m. – 2:30 p.m.] {8 hours} | [7:00 a.m. – 3:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| 12 Month Receptionist | [8:30 a.m. – 4:30 p.m.] {7 hours} | [8:30 a.m. – 4:30 p.m.] {7 hours} | Exclusive Lunch = 1 hour |

- (4) Parent/Teacher Conferences are scheduled to begin at 1:00 pm and conclude at 7:00 pm (at the discretion of the Calendar Committee), with not less than thirty (30) minutes duty-free for meals or maximum of one (1) hour.
- (5) These conference days shall not be days of student attendance.
- (6) The Parent-Teacher Conference Work Day Schedule for P.M. conferences shall be as follows:

P.M. Conferences

Work hours are identified by [.....] [WORK HOURS]
 Paid hours are identified by {.....} {PAID HOURS}

| Job Classification | Middle School | Elementary Schools | Lunch/Breaks |
|--|---|---|------------------------------|
| AM Head Custodian/Custodian | [6:30 a.m. – 2:30 p.m.] {8 hours} | [7:00 a.m. – 3:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| PM Custodian | [2:00 p.m. – 10:00 p.m.] {8 hours} | [2:30 p.m. – 10:30 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| Administrative Assistant (11 & 12 Month) | [12:00 p.m. – 7:00 p.m.] {6 hours} | [12:00 p.m. – 7:00 p.m.] {6 hours} | Exclusive Lunch = 1 hour |
| Paraprofessional | [12:00 p.m. – 7:00 p.m.] {6.5 hours} | [12:00 p.m. – 7:00 p.m.] {6.5 hours} | Exclusive Lunch = 30 minutes |
| 10-Month Clerk | [12:00 p.m. – 7:00 p.m.] {6 hours} | [12:00 p.m. – 7:00 p.m.] {6 hours} | Exclusive Lunch = 1 hour |
| Computer Technician | [8:30 a.m. – 4:30 p.m.] {7 hours} | [8:30 a.m. – 4:30 p.m.] {7 hours} | Exclusive Lunch = 1 hour |
| Nurse | [12:00 p.m. – 7:00 p.m.] {6.5 hours} | [12:00 p.m. – 7:00 p.m.] {6.5 hours} | Exclusive Lunch = 30 |
| Maintenance Worker | [6:30 a.m. – 2:30 p.m.] {8 hours} | [7:00 a.m. – 3:00 p.m.] {8 hours} | Inclusive Lunch = 30 minutes |
| 12 Month Receptionist | [8:30 a.m. – 4:30 p.m.] {7 hours} | [8:30 a.m. – 4:30 p.m.] {7 hours} | Exclusive Lunch = 1 hour |

An employee must work at least half of his or her assigned workday to be compensated for a half day. No lunch or break may be taken during a half day. A half-day consists of 3.5 hours for a paraprofessional and nurse. A half-day consists of 3.5 hours for an administrative assistant, 10-month clerk, computer technician and 12-month receptionist. A half-day consists of 4 hours for a custodian and maintenance worker.

The computer technician may be asked to work a flexible schedule not to exceed 8 hours with an exclusive 1-hour lunch depending on the needs of the district.

3.1(g) Business Day

All days of the year other than Saturdays, Sundays and days that the Administrative Offices of the District are closed.

3.1(h) Union Notification for Approved Leave of Absence

The Union will be notified in writing within five (5) days of all approved leave of absence. Notification will include the employee name, work location, job classification and length of approved leave with starting and ending dates. The union will also be notified in writing of any changes to such leave of absence. The Union will be notified in writing when the employee resumes work.

3.2 Probationary/Trial Employees

- (a) All new employees will be hired on a probationary basis for a period of two (2) years worked during which time the Board shall have the sole and absolute right to discipline, discharge or retain the employee at its discretion. Effective with the first day of employment, the employee will become a full member of the Union with all rights accorded by the Agreement except for such rights that are inconsistent with their status as a Probationary Employee. (Employees who work at least three quarters ($\frac{3}{4}$) of the fiscal year will have that year counted as the first year.) When an employee is dismissed, the Union President will be notified in writing at the same time that the employee is notified of the dismissal. During the probationary period, the employee may be terminated as follows:

1st Year.....Can be dismissed without reason.

2nd Year.....Can be dismissed but employer must give reason(s).

3rd Year
and after.....Can only be dismissed or otherwise disciplined as set forth in this Agreement

- (b) An employee promoted into a higher paying classification, except for a Level II position, must serve a trial period of ninety (90) days worked, thirty (30) days worked for employees with over eight (8) years of service, before the assignment becomes permanent. During this time, the Board shall have the sole and absolute right to cancel the promotion and return the employee to his or her prior position. Promotions to higher paying classifications shall be based upon qualifications and demonstrated ability within the District. When applicants are determined equal by the Superintendent/Board, seniority within the District shall be the deciding factor in selecting the candidate for promotion.
- (c) Once a probationary employee has successfully completed the probationary period, the Union President, and the employee involved, will be notified in writing within five (5) working days.
- (d) All probationary/trial employees shall earn the negotiated wage set forth in the Agreement commencing with his/her first day of work.

3.3 Overtime/Compensated Activities

- (a) An employee is not eligible for overtime unless the employee has actually completed a forty (40) hour work week. The Board shall schedule overtime at a job site among qualified employees. Overtime which is not the result of an employee's absence from work at a specific job site or the result of the occurrence of an unexpected event shall not be considered to be scheduled overtime. Overtime will be scheduled on a rotating basis according to seniority at the job site, unless outside the job site where seniority will be given priority on a rotation basis.
- (b) Except in cases of emergencies, all overtime must be authorized by the appropriate supervisor.
- (c) All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1½) times the employee's regular hourly rate.
- (d) An employee who is called back to work during off-duty hours shall be compensated at the employee's overtime hourly rate, and shall be guaranteed a minimum of two (2) hours pay unless the employee is called back to work one (1) hour before the employee's shift normally begins. Eligibility for overtime pay shall be calculated at the end of the work week. If an employee is not going to receive overtime pay the employee shall be notified by administration.
- (e) An employee who is scheduled to work on a day that the District Administrative Service Center is officially closed shall be compensated at the employee's overtime or hourly rate of pay. The employee shall be

guaranteed and is expected to work a minimum of four (4) hours. For the purposes of this section, the Center will be considered to be officially closed at the end of the last work day of the week. Employees regularly scheduled to work after the official close of the business day are not affected by this section until the end of their shift. Eligibility for overtime pay shall be calculated at the end of the work week. If an employee is not going to receive overtime pay the employee shall be notified by administration.

- (f) When any rental activities are scheduled on Sundays, holidays or long holiday weekends, employees shall be compensated and expected to work a minimum of four (4) hours at two (2) times the employee's normal rate of pay regardless what the employee worked during his/her normal work week.
- (g) When an employee is required to work in excess of their normal work day, they will be compensated in 15 minute increments. When the total hours worked in a week exceeds 40 hours, overtime shall be paid. The District shall prepare a form that employees will use to document the time they are required to work in excess of their normal work day. After the form is completed by the employee and approved by the employee's immediate supervisor, the immediate supervisor shall submit the approved form to the District's payroll department for processing the payment due for the work in excess of the normal work day. Except as stated in 3.3(h), bargaining members shall not be required to attend meetings outside the regular workday.
- (h) The bargaining unit members that are required to participate in activities, listed below, after their workday shall be compensated at one and one-half (1½) times the employee's hourly rate.
 - 1. Training
 - 2. Professional Development
 - 3. Retreats
 - 4. Workshops, and
 - 5. After-school meetings.

Except, employees that voluntarily participate in any of the above activities outside of their normal work day in order to learn or maintain skills that are required as part of their voluntary application to be considered for a Level II position shall not be compensated.

3.4 Job Vacancies

- (a) Where there is a vacancy resulting from the resignation or termination of an employee or a newly created position which the Board has determined should

be filled, the Board shall post an announcement of the vacant position. The announcement shall contain a brief description of the duties required, qualifications, salary, work year and other pertinent information and it shall be posted in each building. Any employee desiring to bid for an announced vacancy shall submit a written application to the Superintendent on forms designated by the Board within five (5) business days following the posting of the opening. Current qualified employees who apply shall be given first consideration for the position.

- (b) Vacancies shall be posted for a period of five (5) business days on the District website, on all District buildings' bulletin boards, and a copy sent to the SPCA President. The first date of the posting shall be indicated on the posting. All qualified current employees shall have first consideration for each vacancy. If the job vacancy is not filled within ninety (90) days from the date of the job posting or if filling the position will no longer be pursued, the SPCA President shall be notified in writing. Once a job is filled, the SPCA President and the SPCA Treasurer will be given a copy of the office memo sent to the payroll department with the name, position, starting date, building location, and salary of the hired employee. At the time of hire, a new employee will receive, and sign for from the District, a current SPCA contract and IEA-NEA membership form which is to be completed by the new employee. Within two (2) days of the completion of the IEA-NEA membership form, the District will forward the form to the SPCA Treasurer. Once the SPCA Treasurer has received the membership form for processing, the SPCA Treasurer will send a copy of the form to the District payroll department and to the employee.
- (c) A job covered by this agreement shall not be created or filled without proper posting. No temporary/part-time employee will perform work covered by this agreement for longer than thirty (30) days unless the temporary or part-time employee is replacing an employee on leave or worker's compensation.
- (d) Written notification of acceptance or rejection will be given to employees who have requested consideration for a posted position. The reason for the rejection of a bid will be given to an employee within five (5) working days.
- (e) A written and dated request for a job transfer may be submitted to the Superintendent at any time during the school year. If no vacancy exists at the time of the request such request will be held by the District until June 30th. If an opening becomes available during the period from the receipt of the request, the employee shall be given priority over outside applicants provided the employee requesting the job transfer meets all the necessary requirements and qualifications for the position.
- (f) An involuntary reassignment shall be defined as a change in building assignment from the preceding school year. An involuntary reassignment of

any Union employee shall be preceded by written notification to the employee and the Union President within five (5) working days of such reassignment. The District shall make every effort not to involuntarily transfer any bargaining unit member in any two (2) consecutive years. In the event any bargaining unit employee is involuntarily transferred for two (2) consecutive years, the employee shall receive a \$250 stipend. Any Union employee involuntarily reassigned may appeal that reassignment to the Superintendent. The employee will have the right to a hearing and be able to state reasons to remain in the present union position. The decision of the Superintendent will first be communicated to the employee and Union President in writing before an involuntary reassignment takes place. Reasons for the decision will be given to the employee and Union President.

- (g) Any support employee assigned to the duties of a higher paid position after five (5) consecutive days will immediately earn an additional two (2) dollars per hour. Effective on the sixth (6th) day to be paid retroactively to the first day of the higher paid assignment. The assignment must continue on the 6th day in order for this language to be applicable.
- (h) Substitutes will be hired for any absent support personnel employee after a period of five (5) consecutive days whenever possible.
- (i) The Union President will be notified by a memo from the District Personnel Department of all newly hired full or part-time employees. This memo will include, but not limited to their name, position, location, salary and start date. The Union President will be notified within five (5) working days by memo when the employee has completed his/her probationary period. When any new hire does not complete his/her probationary period, the Union President shall be notified within five (5) working days.
- (j) If at any time changes occur in any support employee's salary throughout the District, the Union President shall be notified in writing from the Superintendent's Office within five (5) working days of said change.

3.5 Seniority

- (a) Definition of seniority. Seniority shall be defined as an employee length of continuous full-time service, as a member of the bargaining unit, since the employee's last date of hire less any adjustments due to approved leaves of absence. The absence of a 10 and 11-month employee during the summer recess shall not be considered an interruption in continuous service.
- (b) Seniority Lists. The seniority list by job classification shall be distributed on or before February 1, annually. The Union President and Treasurer will receive a list that includes job classification, name, date of hire, building

location and current salary. Any discrepancy to the list shall be reported by the employee involved to the Superintendent and the Union within ten (10) business days of distribution.

3.6 Reduction in Force

- (a) If the Board determines that a reduction in the number of employees is necessary within a job classification, then the Board shall dismiss employees in accordance with the Seniority List for the job category affected. A less senior employee shall be dismissed prior to a more senior employee being dismissed in the affected job category. Once the decision has been made the Superintendent will contact the Union President in order to have a discussion pertaining to the reduction in force. The Union President shall be notified in writing of all employees to be laid off before the employees receive notification.
- (b) Such layoff shall be an honorable dismissal.
- (c) If an educational support personnel employee is removed, dismissed, or the hours he/she works are reduced as a result of a decision of the school board to decrease the number of educational support personnel employees employed by the board or to discontinue some particular type of educational support service, written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested or personal delivery with receipt, together with a statement of honorable dismissal and the reason therefore. The Union President shall be notified in writing of all employees removed or dismissed at the same time the employee receives notification. The employee with the shortest length of continuing service with the district, within the respective category of position, shall be dismissed first.
- (d) If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within that specific category or position shall be tendered to the employees so removed or dismissed from that specific category or position, so far as they are qualified to hold such positions.

3.7 Bumping Rights

For purposes of this Section, a maintenance employee or a head custodian may "bump" the least senior custodian (8 hours).

For the purposes of this Section, a custodian (8 hours) may "bump" the least senior part-time Custodian (4 hours).

For purposes of this Section, a twelve (12) month Administrative Assistant may "bump" the least senior eleven (11) month Administrative Assistant.

3.8 Notification of Assignment

All Bargaining Unit Members along with the Union President shall be given on or before June 30th a tentative statement for all classifications indicating the following:

- (a) Name of location to which the employee is assigned.
- (b) Position

All Bargaining Unit Members shall be mailed, on or before August 7th each year, final assignment and a statement indicating the following:

- (a) Name of final location to which the employee is assigned.
- (b) Salary
- (c) The exact number of accumulated unused sick leave days.

The Union President shall receive an electronic copy of all Bargaining Unit Members' final assignment and statement.

3.9 Transportation of Students

Employees shall not be required or requested to transport students.

3.10 Working in a Different Category

When a support employee is assigned to a different job category such employee shall not suffer a loss of seniority or, if applicable, earned vacation.

3.11 New Positions. In the event that it should become necessary to establish a new job classification within the bargaining unit during the term of the contract, the Board shall notify the Union President of the intent to establish a new classification and be given a copy of the proposed description of the new job classification, title and salary. The Board for a time period of no more than thirty (30) days may designate and put into effect a temporary job classification, title and salary which are subject to negotiations under this Agreement.

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

ARTICLE 4 EMPLOYEE EVALUATION

- 4.1 Distribution of Evaluation Form.** Each new employee shall be furnished a copy of the evaluation form to be used for his/her evaluation prior to being first evaluated with the use of the form.
- 4.2 Evaluation Conference.** All employee evaluation conferences must be completed by the 10th of June. Every effort will be taken to notify the employee of any deficiencies in a job performance prior to the evaluation conference. A conference shall be held between the employee and the evaluator or evaluators to discuss the evaluation report before it is placed in the employee's personnel file.
- 4.3 Copies of Evaluation Report.** The employee shall be given a copy of the evaluation report at the conference which has been signed by the evaluator(s). Employees shall sign a notice that they have received the evaluation form and have attended the evaluation conference not that they agree with the evaluation. No employee shall be required to sign the notice if there are blank or incomplete cells or sections on the evaluation form, nor shall any changes be made on the completed report after the employee has signed the notice without the employee's express agreement.
- (a) Any employee who interprets his/her evaluation as being an incorrect representation of performance shall submit a written explanation of his/her comments along with a written request for a conference to the Superintendent or his/her designee within ten (10) working days. In the event that the employee's evaluation is found to be an incorrect representation of performance, the Superintendent or his/her designee shall have the authorization to amend the evaluation within fifteen (15) working days of the conference. The employee shall be notified in writing of the decision within five (5) days of the conference.
- 4.4 Change of Procedure.** The evaluation procedure and/or evaluation form shall be changed only following negotiations with the Union.
- 4.5 Evaluation of Level II Status.** Each employee that has been promoted to a Level II position shall be annually evaluated as to whether they have successfully performed all the extra duties, requirements and responsibilities of the Level II position as set forth in the job description for the Level II position. If the Level II employee has not successfully performed all the extra duties, requirements and responsibilities of the Level II position, they shall return to the Level I status for the next fiscal year and may again apply for a Level II promotion after they have satisfactorily completed one year in a Level I position and are able to demonstrate to the District that they now have the ability to perform all the extra duties, requirements and responsibilities set forth in the job description for the Level II position.

ARTICLE 5 UNION RIGHTS

- 5.1 Use of Equipment.** The Board shall grant to duly designated representative of the Union the right to use School District copiers, excluding paper and other supplies, outside the regular school day, provided that such machines shall be available only when such use will not interfere with the educational program of the School District.
- 5.2 Information for Union.** Within 10 (ten) working days of a request the Board shall make available to the union one copy of any information, statistics, and records normally available and open to the public and which are pertinent to the subject under negotiation. Nothing herein shall require the administrative staff to research and assemble information for the Union.
- 5.3 Payroll Procedures.**
- (a) Payroll deductions for Union dues of an employee or any other deductions permitted by law shall be made at the written request of the employee. The request for Union dues shall be on an IEA-NEA membership form to be furnished by the District Personnel Department. Such authorization shall continue in effect until a written revocation is delivered to the Superintendent and to the Union, except that the authorization shall automatically terminate on the cessation of employment at which time the payroll department will deduct the remaining dues for that school year from the employees final paycheck.
 - (b) One-twentieth (1/20) of the annual IEA-NEA dues or other amount for which a deduction authorization has been given shall be deducted from each salary payment starting with the employee's first paycheck for the current school year and continuing for a total of twenty (20) pays. Deductions for an employee who submits authorization after the beginning of the employee's current school year shall commence with the employee's first paycheck for that school year and be prorated among the pays remaining in the twenty (20) payroll deduction period applicable to the employee for who deductions are being made. The Board shall deduct and remit dues as prescribed herein; the Union shall defend and hold harmless the Board, its members, agents and employees against any claim asserted by reason of such action.
 - (c) Employees who are going to be off work without a paycheck for any reason shall have the remaining dues for that school year deducted from the employee's final paycheck. If the employee does not notify the District of the impending time off, then the remaining dues for the school year in question will be deducted from their first paycheck when they resume work.
 - (d) When a new employee receives their first paycheck and if one's salary changes (raise, termination, retirement, etc.) they shall receive an

explanation of calculations and a copy shall be provided to both SPCA President and Treasurer.

- 5.4 Board Agenda and Minutes.** The Union President and Treasurer shall be furnished a copy of the agenda of every Board Meeting two (2) days in advance of each regular meeting of the Board and the minutes of the last meeting once approved by the Board.
- 5.5 Union Meetings.** The Union President and his/her designees shall each be entitled to fifteen (15) days leave with pay per fiscal year for the purpose of attending Union and Union related meetings outside the District. The Union President shall notify the Superintendent at least two (2) business days in advance and the Union shall reimburse the Board for the cost of the substitute if needed.
- 5.6 Release for Bargaining.** The board shall release members of the Union negotiation team for the purpose of bargaining and the Union shall reimburse the Board for the cost of the substitute if needed.

ARTICLE 6 STRIKES AND LOCKOUTS

- 6.1 Strikes.** The Union agrees that it will not, during the period of this Agreement, directly or indirectly engage in a strike.
- 6.2 Lockouts.** The Board also agrees that it will not, during the term of this Agreement, lockout any employee.
- 6.3 Non-Bargaining Unit Strikes.** In the event that an employee reports to an assigned workplace where a non-bargaining unit member is engaged in a strike, the employee shall perform only those duties regularly assigned to bargaining unit members.

ARTICLE 7 ABSENCES AND LEAVES

7.1 Family Medical Leave

- (a) The District will comply with the provisions of the Family Medical Leave Act.
- (b) An employee considering using the Family Medical Leave Act provisions for a leave, should consult with the Union before asking to talk to the Superintendent.

7.2 Parental Leave

- (a) Parental leave is leave which is taken because of the expected birth or birth of a child to an employee or employee's spouse or the adoption of a child by an employee.
- (b) An employee who has completed twelve (12) months and at least one thousand two hundred fifty (1,250) hours of continuous employment shall be eligible for parental leave subject to the following:
 - (1) Application for such leave shall be made in writing to the Superintendent at least thirty (30) calendar days prior to the anticipated birth of the child provided in cases where the leave must begin in less than thirty (30) days, the employee shall provide such notice as practical.
 - (2) The employee and the Superintendent shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. In no such event shall the leave exceed the balance of the school year in which it is commenced and one additional school year. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her regular duties. Notwithstanding the agreed upon plan, the parental leave shall commence on the actual date of the delivery date of the child or on such a date as the employee is unable to perform all of her duties on a continuing basis, whichever shall first occur.
 - (3) Paid sick leave shall be available for that part of the leave which is due to the physical inability to work because of the pregnancy or childbirth. If the employee's absence begins because of such physical inability, the remainder of the leave shall be unpaid. No benefits shall be applicable to the leave period except for paid sick leave described above and insurance as described in paragraph five (5) below. Any unused accumulated sick leave available at the time of the commencement of the leave shall be available upon termination of such leave and return to employment in the District.
 - (4) If by reason of parental leave, an employee shall work less than one hundred twenty (120) days during the period of July 1 through the following June 30, the employee shall not receive a salary increase on the following July 1.

- (5) To the extent permitted by existing insurance contracts, an employee on parental leave may retain all existing insurance benefits which are desired by the employee by paying all premiums due on a timely basis to the Business Office.
- (c) An employee who shall adopt a child shall likewise qualify for parental leave as herein set forth, provided that a notice of intent to adopt be given to the Superintendent at least thirty (30) days before the beginning of such a leave. If placement of a child requires that leave must begin in less than thirty (30) days, the employee shall provide such notice as soon as practical.
- (d) A male employee shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all the applicable notices and other requirements of this section. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered or for whom he is legally responsible or upon his adoption of a child.
- (e) An employee shall not be eligible for a successive parental leave unless the employee shall first return to full-time service in the District for at least one hundred twenty (120) compensated work days.

7.3 Other Pregnancy/Childbirth Leave. An employee not eligible for or not desiring parental leave may utilize accumulated sick leave during any period she is physically unable to work because of her pregnancy and/or delivery of the child. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of illness, not to exceed one hundred twenty (120) calendar days, or the balance of the school year.

7.4 Personal Leave.

- (a) Full-time employees may use two (2) days leave per fiscal year at full pay for personal business which cannot be handled during non-working hours. Absence for travel, recreation, job interviews, to accompany a spouse on a business trip or participation in a work stoppage shall be among the grounds not deemed as acceptable reasons for personal leave.
- (b) No more than one (1) employee from the same job classification, shift, and work site shall be absent on personal leave on the same day. The leave first requested shall be the one granted.
- (c) Written requests for personal leave shall be made to the Superintendent or his/her designee in advance of the commencement of the requested leave and as far in advance as the circumstances will allow.

- (d) Notification of such leave should be submitted to the Superintendent forty-eight (48) hours prior to the commencement of such leave. Personal leave will be granted with less than forty-eight (48) hours' notice or after the fact upon receipt by the Superintendent or his/her designee, of an explanation of failure to give forty-eight (48) hours' notice.
- (e) Persons employed after the beginning of the fiscal year may use two (2) days for personal leave if employment begins before November 1, one (1) for personal leave if employment begins on or after November 1 and before March 1. Persons whose employment begins on or after March 1 and before the end of the fiscal year shall not be entitled to personal leave days for that fiscal year.
- (f) Probationary employees shall be entitled to personal leave during the probationary period.
- (g) Personal leave (except for religious holidays, death of a close relative not a family member, or graduation of the employee, spouse, or child of the employee) shall not be taken during the first five (5) or the last five (5) student attendance days of the school year, or the day before or after a holiday or recess period without the consent of the Superintendent.
- (h) Personal leave days of an employee which are unused at the end of the fiscal year shall be added to the employee's accumulated sick leave days.

7.5 Sick Leave

- (a) All full-time 12 month employees shall be allowed twelve (12) days of sick leave per fiscal year (July 1 – June 30) and all other full-time employees shall be allowed ten (10) days of sick leave per fiscal year. Days will be prorated for employees not working a full contractual year at the rate of one (1) sick day a month to their limit.
- (b) After 90 days, a newly hired full-time employee will be eligible for one (1) day of sick leave for each calendar month^y worked, thereafter.
- (c) Unused sick days may be accumulated without limit.
- (d) Work-Related Injury. Should an employee receive temporary total disability paid pursuant to the Illinois Worker's Compensation Act and/or Illinois Occupational Diseases Act as a result of injury or illness contracted during the course of employment, the Board shall pay the employee's full salary without reduction of accumulated sick leave, less any payment for salary accrued to the employee through Worker's Compensation or disability insurance. No such payment shall be made, however for absence past the

twelve (12) month anniversary of the first day on which the employee is eligible for such pay.

(e) Accrued sick leave shall be granted for the following:

- (1) Inability to work because of personal sickness or injury.
- (2) Absence for examination or treatment by a doctor, dentist or eye specialist which cannot reasonably be scheduled during non-school days or hours.
- (3) Quarantine at home or because of the serious illness of a family member (as defined in the next succeeding subparagraph).
- (4) Death of a family member. Family member shall mean parents, spouse, brothers, sister, children, stepchildren, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, nieces, nephews, aunts, uncles, and legal guardians and other persons who have resided in the same household for ninety (90) calendar days or more, or for someone for whom the employee is totally responsible. Absence of an employee or probationary employee pursuant to this subparagraph shall be without deduction of accumulated sick leave unless such absence shall exceed three (3) days for each death. (Other than simultaneously.) If an employee uses more than 12 days for the death of a family member in a fiscal year, they can only use 6 days for a death in the family in the next fiscal year and shall thereafter use sick and personal days for any additional days (above 6) that are taken for the death of a family member until the next fiscal year begins.

(f) Sick Leave Bank

- (1) A sick leave bank shall be established to provide extended sick leave to members of the sick leave bank who incur a period of prolonged serious illness, injury or hospitalization.
- (2) Membership shall be voluntary. Employees who are not members of the sick bank may enroll by submitting an application to the SPCA Sick Leave Bank Committee following two (2) years of active service. A new member shall contribute two (2) days of sick leave upon enrollment.

Membership shall continue automatically while an employee remains employed in the School District.

- (3) If at the beginning of any school term, the quotient of the number of days available in the sick leave bank divided by the number of actively employed members at that time is more than one (1), each actively employed member shall contribute one (1) day of sick leave to the bank. If said quotient is less than one (1), each actively employed member shall contribute two (2) days of sick leave to the bank. If after a review at the beginning of each school term the SPCA Sick Leave Committee/Executive Board determines that there is sufficient number of days available in the sick leave bank for that school term, no contribution of days by the members will need to be made. Members returning to active employment after the beginning of the school term shall contribute the same number of days of sick leave as those members actively employed at the beginning of the school term.
- (4) To continue operation, the sick leave must have fifty percent (50%) of eligible employees as members.
- (5) Conditions controlling the operation of the sick leave bank shall be as follows:
 - (a) Illness or disability shall have caused a sick leave bank member's absence for at least ten (10) consecutive working days or at least twelve (12) total consecutive days, whichever is the lesser.
 - (b) To qualify for withdrawal from the sick leave bank a member shall have been a sick leave bank member for one (1) year, a member shall have exhausted all accumulated sick leave and personal leave and shall have been absent without pay for at least five (5) consecutive days as a consequence of serious illness or disability. The member shall submit a typed verification by a licensed physician of the serious illness or disability to the SPCA Sick Leave Bank Committee/Executive Board and they will determine the eligibility for the withdrawal of sick bank days.

- (c) Sick Leave bank members using the sick leave bank shall not be required to pay back in any manner the number of days borrowed.
 - (d) The sick leave bank shall be applicable only to the illness of sick leave bank members.
 - (e) The sick leave bank shall not be applicable for cosmetic surgery (as defined in current insurance coverage), elective surgery, diagnostic procedures, or other procedures which may be safely deferred until a vacation or recess period, except if complications result there from. The sick leave bank shall not cover cases covered by Workers' Compensation. The sick leave bank shall be available for that part of the pregnancy or childbirth that results in a physical inability to work.
 - (f) Days withdrawn from the sick leave bank by any sick leave bank member shall not exceed twenty (20) days within a school year for the illness or disability which qualifies the employee for withdrawal.
 - (g) A sick leave bank member who chooses to terminate membership in the sick leave bank shall notify the SPCA Sick Leave Bank Committee in writing. Any days already donated to the sick bank shall remain in the bank.
- (6) If the sick leave bank is terminated, available days will be prorated by the SPCA Sick Leave Bank Committee to contributing members of the sick leave bank working in the District at the time of such termination. No sick leave bank member may receive more than the total number of days he/she contributed to the sick leave bank. Days must be at least one-half (1/2) days to be distributed.
- (7) The SPCA Sick Leave Bank Committee shall be notified in writing by the Board of a member's exhaustion of personal leave days and sick days resulting in prolonged serious illness, serious injury, or hospitalization. The notification shall be received five (5) days prior to the employee's last day of benefits.

- (8) The SPCA Sick Leave Bank Committee, appointed by the SPCA President, shall establish guidelines for the administration of the sick leave bank. This committee shall administer the sick leave and submit a report to the District concerning days and copies of physician's verification at the time that each withdrawal is approved by the Sick Leave Bank Committee.

7.6 Leaves as Precedent. Any exercise of discretion under this Article shall not constitute a precedent for the granting of a leave or the exercise of discretion.

7.7 Vacations. After the employee's first year of employment, the anniversary date of the employee shall become July 1 for vacation purposes.

- (a) **Scheduling Vacations.** While vacations will be scheduled insofar as possible and practical, at those times requested by each employee, all scheduling of vacations shall be as approved by the Superintendent. All requests for vacations which are submitted prior to July 1st of the fiscal year in which the vacation is to be taken will be processed so as to give preference to employees with the greatest seniority. Request for vacations which are submitted in the fiscal year in which the vacations are to be taken shall be processed giving preference to the order in which the vacation requests are received.
- (b) **Request for Vacations.** In order to assure the orderly performance and continuity of the services provided by the employees, each employee wishing to schedule a vacation shall request such vacation in writing as far in advance as reasonably possible, but at least one (1) week in advance of the start of the requested vacation period.
- (c) **Minimum Vacations.** Vacation days shall not be requested, approved, or taken in increments of less than one-half (1/2) day.
- (d) **Effect of Leave of Absences.** An employee shall not accrue seniority or vacation days during any period while the employee is on unpaid leave of absence, on strike or otherwise engaged in a work stoppage.
- (e) **Separation of Service.** Any employee who is laid off, resigns (other than as an alternative offered in lieu of a discharge) or retires shall receive vacation pay, paid in a separate payroll check, for all of the employee's accrued vacation on separation from service.
- (f) **Vacation allowance for full-time employees who regularly work a twelve (12) month year shall be entitled to paid vacation as follows:**

| EMPLOYED | VACATION DAYS EARNED | VACATION DAYS USED |
|--------------------------|---|---|
| Partial Year | One (1) per full month employed up to ten (10) | During Full Year 1 |
| Year 1 (first full year) | One (1) per full month employed up to ten (10) | During Full Year 2 |
| Full Year 2 | One (1) per full month employed up to ten (10) | During Full Year 3 |
| Full Year 3 | One (1) per full month employed up to ten (10) | During Full Year 4 |
| Full Year 4 | One (1) per full month employed up to ten (10) | During Full Year 5 |
| Full Year 5 | One (1) per full month employed up to twelve (12) | During Full Year 6 |
| Full Year 6 | One (1) per full month employed up to thirteen (13) | During Full Year 7 |
| Full Year 7-16 | One (1) per full month employed up to fifteen (15) | During Full Year 8 through Full Year 17 |
| Full Year 17 and after | One (1) per full month employed up to twenty (20) | During Full Year 18 and after |

** All above vacation days will be granted in no more than five (5) consecutive days per request, unless otherwise granted by the Superintendent.

7.8 Holidays.

- (a) The District shall provide thirteen (13) paid holidays for all eligible full time employees. The District shall, on or before April 1st, notify the Union of the holidays that will be in effect or the following July 1st through June 30th fiscal year.
- (b) Eligibility. Unless absent because of vacation, sick leave, personal leave, or other approved absence with pay, an employee must work the employee's last full regularly scheduled work day immediately following the holiday in order to be eligible for holiday pay.

7.9 Jury Duty. Employees who are required to serve on jury duty shall suffer no loss of pay. An employee shall not be required to remit to the District any sums received for this service.

7.10 Emergency Days. When schools are closed because of inclement weather, all employees except for head custodians, custodians, and maintenance shall not be required to report to work. The twelve (12) month employees who are not required to report will make up time at mutually agreed upon dates between employee and supervisor.

7.11 Union Leaves. Leave of absence without pay shall be granted to an employee elected to a position with the IEA-NEA or NEA. The leave shall be for the term of office and the employee shall not accrue seniority and the leave shall not count toward advancement on the salary schedule.

7.12 Bonus Day.

a. During the work year any bargaining unit member who has not received a discipline write-up and works more than one hundred eighty (180) days will be granted one (1) bonus day with pay to be used at a date agreed upon by the employee and his/her supervisor. The bonus day of an employee which is unused at the end of a fiscal year shall be added to the employee's accumulated sick days. A minimum of forty-eight (48) hours notice is required for the approval before a Bonus Day can be taken. Except, notwithstanding the forgoing, any employee that is absent from work for any reason for more than 10 days during any July 1st through June 30th fiscal period shall not be entitled to a Bonus Day for the next fiscal period.

b. An employee that has one (1) or fewer days of absence during any July 1st through June 30th fiscal period shall have their employee health insurance contribution in the following July 1st through June 30th fiscal period reduced by an amount that will not exceed the employee contribution due for individual coverage.

7.13 Legal Provisions. For leaves of absence extended under 7.1, 7.2 and 7.5 above, the provisions of the State or Federal Law and Rules and Regulations shall apply.

7.14 Attendance at Dependent Child's School Conference. In the event that a conference is required during the employee's regularly scheduled work hours and that conference cannot be scheduled outside of the regularly scheduled work hours, the employee can attend the conference provided that notification is given at least one day before the conference and the time the employee is absent from his/her duties is made up at a mutually agreeable time.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 Definition. A "grievance" shall mean a claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

8.2 Purpose

- (a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may, from time to time, arise. Both parties agree that these procedures will be kept informal and confidential as may be appropriate at any level of the procedures.
- (b) Nothing contained herein shall be construed as limiting the rights of any employee having a complaint, to discuss the matter informally with any appropriate member of the administration, and having the complaint adjusted without intervention of the Union, provided any such adjustment shall be consistent with the terms of this Agreement.

8.3 Grievance Representation

- (a) At all steps of a grievance, after it has been formally presented in writing, at least one (1) representative of the Union may attend any hearings, appeals, or other proceedings required to process the grievance. Legal counsel of either the Union or the Board may be present at any of these above mentioned hearings, provided a notice of intention to have such counsel present shall be given at least two (2) days in advance.
- (b) Within ten (10) working days of a request, the Board shall make available to union one (1) copy of any information, statistics, and/or records which are pertinent to the grievance being processed. Nothing herein shall require the administration to research and assemble information for the Union or to furnish personal notes and privileged correspondence.

8.4 Time Limits

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum.
- (b) If no written decision has been rendered within the time limits indicated in a step, the grievance may be processed to the next step.
- (c) As used herein, "days" mean Monday through Friday, except days on which the Superintendent's office is closed.
- (d) In the event a grievance initiated pursuant to this Agreement cannot be concluded prior to the expiration of this Agreement, then such grievance shall be resolved under the terms of this Agreement and this Article, and not under the terms of any succeeding Agreement.

8.5 Initiating and Processing

- (a) The Superintendent and the grievant(s) shall be sent all copies of correspondence. Each party shall have the right to include in its representation at any meeting held pursuant to this Article, appropriate witnesses or consultants who shall have the full right to participate as called upon by inviting party. The grievant shall also have the right to be present and to speak at any and all grievance meetings.
- (b) Step 1. The grievant shall institute the grievance within twenty (20) days following the occurrence of the event complained of or within twenty (20) days of the date when the grievant might reasonably have ascertained the occurrence of such event, by submitting a written statement to the immediate supervisor involved. Such written statement shall include:
 - (1) The exact nature of the grievance.
 - (2) The act(s) complained of and when they occurred.
 - (3) The identity of the employee(s) involved in the grievance.
 - (4) The specific section(s) or provision(s) of this Agreement that are claimed to have been violated and the manner in which the identified act(s) violated the Agreement. The written statement may be amended up to five (5) days after receipt of the written decision from the Superintendent required at Step 2, but not to add additional sections or provisions claimed to have been violated or to add any new events or acts claimed to be in violation of the Agreement.
 - (5) The remedy sought.

The immediate supervisor shall have ten (10) days in which to hold the meeting and ten (10) days following such meeting to present a written explanation of his/her position on the grievance to the grievant and to the Union.

- (c) Step 2. Should the grievant be dissatisfied with the immediate supervisor's decision, he/she may petition within ten (10) days thereafter to be heard by the Superintendent. The Superintendent will present within fifteen (15) days after such hearing a written decision on the grievance to the grievant and to the Union President. If the event complained of shall be the result of an action by the Superintendent, other Central Office Personnel, or the Board, the grievance will be initiated at Step 2.
- (d) Step 3. If the grievance is not settled at Step 2, then the Union, within ten (10) days after the date of the receipt of the written answer from the Superintendent may submit the grievance to binding arbitration. The

Arbitrator shall be selected pursuant to the procedures of the American Arbitration Union.

- (1) Grievance arbitration meetings will be scheduled in sequential order. However, no previously scheduled meeting or hearing need be delayed in sequential order if a prior grievance is rescheduled.
- (2) No more than one (1) grievance at any one time shall be referred to the Arbitrator unless otherwise stipulated by an agreement between the parties.
- (3) Only grievances which involve an alleged violation of a specific section or provision of this Agreement which are processed in the manner and within the time line provided herein shall be subject to arbitration.
- (4) The jurisdiction of the Arbitrator is limited to:
 - (a) Interpretation of the specific term(s) of this Agreement which are applicable to the particular issue presented to the Arbitrator.
 - (b) The rendering of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this agreement or which is in conflict with any of the provisions of this Agreement.
- (5) The fees and expenses of the Arbitrator shall be paid one-half (1/2) by each party. The decision of the Arbitrator within the limits herein prescribed shall be final and binding subject to judicial review.
- (6) Neither party shall disclose in any manner to the Arbitrator any information concerning previous offers of settlement made by the other party.
- (7) Any grievance not processed within the time limits specified herein shall be deemed finally closed, unless the parties otherwise mutually agree in writing.

8.6 Initiation of Special Types of Grievances.

Where an employee or the Union has a grievance arising from the action of authority higher than an immediate supervisor, the grievance may be filed originally at Step 2 of the procedure and information copies of the first grievance

document shall be sent simultaneously to the immediate supervisor of the employee(s) involved.

8.7 General Provisions.

- (a) Upon settlement of the grievance, all documents, communications, and records dealing with the processing of the grievance will be filed in a separate grievance file and not in the personnel files of the participants.
- (b) Subject to the provisions of Section 3 of the Illinois Educational Labor Relations Act (IELRA) all grievances of employees shall be processed through the Union and the Union shall process any and all grievances from employees.
- (c) Should a grievance hearing be held before an arbitrator, an employee whose presence at the hearing is necessary for the processing of the grievance shall be released from his/her regular assigned duties without loss of pay during the time when he/she is attending the hearing.
- (d) Right of Representation: All participants to a grievance or a negotiation, subject to the rules and regulations of their office or organization, shall have the right to employ the services of consultants in the deliberations.

**ARTICLE 9
COMPENSATION**

9.1 Salary and Wages. The salary and wage schedule for fiscal years 2018 –2019, 2019 – 2020, 2020 – 2021 and 2021-2022 shall be as provided in Appendix A to this Agreement.

9.2 Insurance Benefits. Insurance benefits shall be provided to full-time employees according to the schedules provided in Appendix B to this Agreement. The Board may collect the premium due by salary withholding.

9.3 Employee Travel. Support Personnel, who are required by the Board to drive their own vehicle in the performance of their usual and customary duties, will be reimbursed for their transportation according to the following table:

| Day per week Required to Drive | Annual Reimbursement |
|--------------------------------|----------------------|
| 1 day | \$250.00 |
| 2 days | \$350.00 |
| 3 days | \$450.00 |
| 4 days | \$550.00 |
| 5 days | \$700.00 |

The annual reimbursement will be paid in one lump sum prior to the Winter School Recess. Employees who must begin traveling after the beginning of the school year shall receive transportation pay on a prorated basis.

- 9.4 Double Dipping.** Compensation shall not be paid, nor compensatory time taken, more than once, for the same hours worked under any provisions of this Agreement.

ARTICLE 10 GENERAL

- 10.1 Additions or Alterations.** The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The parties mutually agree that this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of both parties in writing and any such addition or alteration shall become a part of this Agreement.
- 10.2 Invalidity.** Any provision of this Agreement which violates the Illinois School Code, the Illinois Educational Labor Relations Act (IELRA), or any other law of the State of Illinois or the United States of America or which constitutes an unlawful delegation of the Board's authority shall be ineffective to the extent of such violation or unlawful delegation without invalidating the remaining provisions of this Agreement. In the event any provision is ruled to be ineffective, negotiations concerning the ineffective provision shall commence within fifteen (15) days. All understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.
- 10.3 Nature of Agreement.** This Agreement supersedes and cancels all previous Agreements and practices between the Board and the Union, unless expressly stated to the contrary herein. It constitutes the entire Agreement between the parties and concludes collective bargaining for its term.
- 10.4 Bargaining Waiver.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of the right are set forth in this Agreement. Therefore, except as may be expressly allowed by any provision of this Agreement, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waive any right which might otherwise exist under law, practice or custom to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to, or covered in this Agreement, even though such act or matter may not have been within the knowledge or contemplation of either or both

of the parties at the time that the negotiated or signed this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter.

- 10.5 Appendices.** The appendices attached to this Agreement shall be deemed a part of this Agreement.
- 10.6 Notices.** All notices required or permitted by the Agreement shall be served on the Secretary of the Board or upon the President of the Union. Notices shall be effective when actually delivered or on the second day following the date of mailing by certified mail of any notice except Sundays or legal holidays, whichever shall first occur.
- 10.7 Mediation.** In the event of the mediation during the period of a successor Agreement, the Union and the Board agree to use a mediator furnished by the Federal Mediation and Conciliation Service, provided that such mediation is held at a location agreeable to both parties.
- 10.8 Commencement of Bargaining.** The parties shall commence bargaining between March 15 and April 1 of the final year of the Agreement.
- 10.9 Effective Date.** The Agreement shall be in effect from July 1, 2018 through June 30, 2022.

ARTICLE 11 ASSURANCES TO SUPPORT PERSONNEL

- 11.1 Discrimination.** The District shall not unlawfully discriminate against any support personnel.
- 11.2 Maintenance of Discipline.** Non-certified employees providing a related service for or with respect to a student shall maintain discipline in the schools, including school grounds which are owned or leased by the Board and used for school purposes and activities. In all matters relating to the discipline in and conduct of the schools and school children, non-certified employees stand in the relationship of parents and guardians to the pupils.
- 11.3 Liability Insurance.** Liability insurance for liability incurred in connection with the performance of assigned duties shall be carried to protect all support personnel. The cost of such insurance shall be borne by the District.
- 11.4 Continuance of Insurance Benefits.**
- (a) Any support personnel honorably dismissed with fourteen (14) or more years of service shall receive medical/dental benefits for 180 days, provided the

cost of the employee portion of the premium shall be paid by the member for one hundred eighty (180) days after the employee was honorably dismissed, according to Appendix B.

- (b) Any support personnel honorably dismissed with less than fourteen (14) years of service shall receive medical/dental benefits for 60 days, provided the cost of the employee portion of the premium shall be paid by the member for sixty (60) days of the year the employee was honorably dismissed according to Appendix B.

11.5 Indemnification.

- (a) The Board of Education agrees to indemnify and protect support personnel against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligence or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board, and when such acts were pursuant to Board policy, all as prescribed by Section 10-20.20 of the School Code.
- (b) Support personnel other than a nurse shall not be required to dispense medication or administer first aid except in an emergency (emergency is defined as an unforeseen circumstance). Support personnel shall not be required to change diapers, perform catheterization, suctioning, or other personal bodily needs.
- (c) An employee who is scheduled to work after 4:30 p.m. and is a delegate on the negotiating committee will be allowed to attend all negotiating meetings without repercussion.

11.6 School Calendar. Three (3) members of the Union shall be included on the Calendar Committee which meets with the Superintendent to formulate a school calendar for the next school year.

11.7 Summer Work. Qualified support personnel shall be given preference for any secretarial summer work. Administrative Assistants that are hired to work as an Administrative Assistant for the Summer School Program shall be allowed to bank hours. Banked hours may begin to be accumulated from the date of hire for the summer school position. Banked hours shall be applied to make up for time missed from regular duties while serving in the summer school position. If the banked hours are not sufficient additional hours shall be made up from August 1 through November 30.

Banked hours cannot result in the Administrative Assistant receiving overtime pay. All banked hours shall be documented on a form provided by the District and signed

off by the Building Administrator and the Administrative Assistant. All forms must be sent to the District Office to the Summer School Administrator.

This language will go into effect immediately for the 2015 Summer School Program.

11.8 Professional Growth. The District will establish a professional growth budget at the Central Office level to further the skill of the Union members in their field.

11.9 Contract. The District will furnish all new employees a current SPCA contract at the time of hire. Upon receiving a current contract, the new employee will sign a receipt that they have received said contract. The signed receipt will then become a part of his/his personnel file in the District Office.

11.10 Criticism. All criticism will be handled during the employees normal working hours whenever practical, should be constructive in nature, done in confidence, occur outside the presence of pupils, parents of pupils, other employees, visitors, and not be done at public gatherings.

11.11 Limitation of Supervision. Secretaries and clerks will not be scheduled to perform playground supervision, lunch supervision, or bus supervision.

11.12 Ratification. The board, through its designated representative, serving as a negotiating committee, agrees to bargain collectively with representatives of the Union. It is understood that any and all action of the negotiating committee of the Board is subject to approval by a majority of the Board, and the action of the Union is subject to approval of a majority of its membership.

11.13 Employee Safety.

A. Any case of assault, harassment or physical attack against a bargaining unit member shall be promptly reported to the Building Principal or his/her designee and the Association President. Cases of physical attack will be reported to the local law enforcement authorities no later than twenty-four hours after the occurrence of the attack.

B. Any behavior on the part of a student, which reasonably threatens the safety or property of a staff member will be reviewed under District policies, the Illinois School Code and applicable law. These behaviors include those of a physical, oral or written nature which reasonably causes a staff member to feel threatened.

C. Any employee shall be promptly notified of a complaint made against them by any parent/guardian. If a complaint originated by a parent/guardian of a student will require a meeting with the employee, the employee involved shall be notified within forty-eight (48) hours in writing of the need to attend the meeting. The employee may request the presence of Union representation.

ARTICLE 12 MISCELLANEOUS

- 12.1 Job Description.** Job descriptions will be developed in each category and will be periodically revised by the Superintendent and Associate Superintendent. Job descriptions will be the official province of the Superintendent or Associate Superintendent. No other employee or other organization in the District will be able to change or alter the job descriptions.
- 12.2 District Meetings.** Periodically during the school year there will be meetings between the Superintendent, Associate Superintendent, Business Manager, Director of Buildings and Grounds and the SPCA Executive Board. The discussion will include ways to improve the District as well as to improve working conditions of the Support Personnel. The Superintendent and President of the Union will calendar these meetings. To help maintain order, only those members appointed by the SPCA Executive Board will participate/speak in these meetings.
- 12.3 Additional Stipend Services.** The District has needs for additional services that do not require positions. These positions will be posted as they are needed. Union Support Staff will have the first opportunity to all Stipend Service. In addition, these are services that under the Support Personnel Agreement cannot and should not be unilaterally assigned to employees represented by the Union. Therefore, additional service opportunities are available with the following conditions:
- (a) No employee represented by the Union can be forced by the District to provide these services.
 - (b) All opportunities for additional stipend services shall be posted for five (5) days.
 - (c) Compensation for providing the services shall be based on the days of certified attendance (180 work days) but prorated to actual days, beginning to end, of service.
 - (d) Services include but are not limited to the following:
 - (1) Providing bodily function services (diapers and other routine body fluids management) to identified student(s) will be paid \$7.50 per day or paid \$1350.00 per school year of certified attendance (180 work days) but prorated to actual days, beginning to end, of service.
 - (2) Bus Monitor to ride buses (a.m. and/or p.m. routes) and assist with student control and safety will be paid \$7.15 per

one way (a.m. or p.m.) per day or paid \$1287.00 per school year of certified attendance (180 work days) but prorated to actual days, beginning to end, of service.

- (3) Administrative Assistant for summer school program shall be paid \$30.00 per hour with a minimum of four (4) hours a day. Paraprofessional for summer school program shall be paid \$20.00 per hour; Clerks for summer school program shall be paid \$15.00 per hour.
- (4) Additional stipend services comparable to above, is to be negotiated with the Union.
- (5) Support Staff applying for stipend service, will be selected on the basis of qualifications as stated in the posting. When the qualifications are equal, Support Staff with greater seniority in the District will be given preference.
- (6) Stipend Service is not to be considered as part of an employee's regular salary. Stipends will be paid in a separate check every pay period.

12.4 Copies of Agreement. The Board shall supply each member of the bargaining unit with one (1) copy of the Professional Negotiations Agreement and shall supply the Union with twenty (20) copies.

12.5 Field Trips. Paraprofessionals who are required to participate in field trips with their assigned class or student(s) shall be compensated at time and a half (1½) of their hourly rate for time that the field trip extends beyond the regular work day. This does not pertain to employees who volunteer to assist with extended, planned in advance field trips such as but not limited to the "Great America Trip" or the "Washington Trip."

12.6 Stipend Qualifications. Support staff applying for stipend services will be selected on the basis of qualifications as stated in the posting. When qualifications are equal, support staff with greater seniority in the District will be given preference.

APPENDIX A

Starting Salaries (2018-2019)

| Step | 11-month Admin. Assistant | 12-month Admin. Assistant | Custodians | Head Custodians |
|------|---------------------------|---------------------------|-------------|-----------------|
| 1. | \$25,400.00 | \$27,316.66 | \$27,400.00 | \$29,400.00 |
| 2. | \$26,090.00 | \$28,064.16 | \$28,150.00 | \$30,210.00 |
| 3. | \$26,800.70 | \$28,838.08 | \$28,922.50 | \$31,044.30 |
| 4. | \$27,532.72 | \$29,627.10 | \$29,718.18 | \$31,903.63 |
| 5. | \$28,286.70 | \$30,443.91 | \$30,537.72 | \$32,788.74 |

| Step | Maintenance | Para | Comp. Tech | Nurse |
|------|-------------|----------|------------|----------|
| 1. | \$60,000 | \$20,400 | \$45,000 | \$45,000 |
| 2. | \$60,500 | \$21,400 | \$46,500 | \$46,500 |
| 3. | \$61,000 | \$22,400 | \$48,000 | \$48,000 |
| 4. | \$61,500 | \$23,400 | \$49,500 | \$49,500 |
| 5. | \$62,000 | \$24,400 | \$51,000 | \$51,000 |

Step 1 – Less than one (1) year of experience/education/training.

Step 2 – One (1) year of prior experience/education/training.

Step 3 – Two (2) years of prior experience/education/training.

Step 4 – Three (3) years of prior experience/education/training.

Step 5 – Four (4) years of prior experience/education/training.

Starting Salary increases: In the 2019-20 and 2020-21 fiscal years, the starting salaries shall increase by \$1,000.00 above those set for the prior fiscal year. In the 2021-22 fiscal year, the starting salaries shall increase by \$500.00 above those set for the prior fiscal year.

SALARIES

2018-2019 FISCAL YEAR

In year 1 (2018-19 fiscal year) all employees not receiving a retirement incentive shall receive a salary increase of \$2,400.00 to the salary they received in the 2017-18 school year. In the event an employee is receiving a retirement incentive and that retirement incentive is less than the increase provided for in this paragraph, then the employee shall continue to receive the retirement incentive and the difference between the increase provided by this paragraph (\$2,400.00) less the retirement incentive received shall be made after the first calendar month after termination of employment so as not to be considered as reportable earnings under IMRF rules.

2019-2020 FISCAL YEAR

In year 2 (2019-20 fiscal year) all employees not receiving a retirement incentive shall receive a salary increase of \$2,000.00 to the salary they received in the 2018-19 school year. In the event an employee is receiving a retirement incentive and that retirement incentive is less than the increase provided for in this paragraph, then the employee shall continue to receive the retirement incentive and the difference between the increase provided by this paragraph (\$2,000) less the retirement incentive received shall be made after the first calendar month after termination of employment so as not to be considered as reportable earnings under IMRF rules.

2020-2021 FISCAL YEAR

In year 3 (2020-21 fiscal year) all employees not receiving a retirement incentive shall receive a salary increase of \$1,600.00 to the salary they received in the 2019-20 school year. In the event an employee is receiving a retirement incentive and that retirement incentive is less than the increase provided for in this paragraph, then the employee shall continue to receive the retirement incentive and the difference between the increase provided by this paragraph (\$1,600.00) less the retirement incentive received shall be made after the first calendar month after termination of employment so as not to be considered as reportable earnings under IMRF rules.

2021-2022 FISCAL YEAR

In year 4 (2021-22 fiscal year) all employees not receiving a retirement incentive shall receive a salary increase of \$1,200.00 to the salary they received in the 2020-21 school year. In the event an employee is receiving a retirement incentive and that retirement incentive is less than the increase provided for in this paragraph, then the employee shall continue to receive the retirement incentive and the difference between the increase provided by this paragraph (\$1,200.00) less the retirement incentive received

shall be made after the first calendar month after termination of employment so as not to be considered as reportable earnings under IMRF rules.

PROMOTION TO A LEVEL II POSITION (applies to all fiscal years).

Certified Paraprofessionals, Head Custodians, Custodians, 12-Month Administrative Assistants and 11-Month Administrative Assistants that are promoted to a Level II position shall receive an increase in their annual base salary of \$3,000. The \$3,000 increase for the Level II position shall be in addition to the base salary, the employee would otherwise receive if they were not promoted to a Level II position.

RETROACTIVE PAY.

The salaries set forth in the agreement shall be applied retroactively to July 1, 2018. On January 11, 2019, the new salaries provided for in this agreement shall be implemented. In addition, December 20, 2018 all SPCA employees shall be issued a separate check for retroactive pay for the difference between the pay they actually received for work performed on and after July 1, 2018 and the amount they are entitled to receive by the retroactive application of salaries due under this agreement for work performed on and after July 1, 2018.

Certified Paraprofessionals, Head Custodians, Custodians, 12-Month Administrative Assistants and 11-Month Administrative Assistants that apply for a promotion to a Level II position on or before December 13, 2018 and are thereafter promoted to a Level II position during the remainder of the July 1, 2018 to June 30, 2019 fiscal year shall receive the full amount of the \$3,000 increase due them because of their promotion to a Level II position. The \$3,000 increase due shall be divided by the number of open pay dates remaining for the July 1, 2018 to June 30, 2019 fiscal year as of the date of the promotion and shall be paid in equal or nearly equal amounts on such future pay dates remaining for the July 1, 2018 to June 30, 2019 fiscal year.

PAY DATES

Any overtime pay, stipend pay or any other pay that is in addition to an employee's salary, shall be paid on the pay date that corresponds to the work period in which the activity was performed.

SPCA members shall be paid on the same pay dates as teachers.

APPENDIX B

Insurance Benefits

It is understood between the Board of Education of District 149 and SPCA IEA-NEA that an annual District-wide meeting concerning the District's health insurance plan will be held with SPCA representatives, CTA representatives, District Administration, the District's Insurance Broker and the District's Third Party Administrator. The Board and the SPCA agree that any modifications and / or changes in benefits will be mutually agreed upon.

1. Health Insurance.

SPCA members shall receive health insurance benefits pursuant to the Plan as summarized in the attached Appendix B-1

SPCA employees may choose between "Employee only," "Employee/Child/Children," "Employee/Spouse," or "Family" coverage

2. Dental insurance.

SPCA members shall receive Dental Insurance coverage as summarized in the Attached Appendix B-1, the benefits of which shall remain unchanged from the Dental insurance coverage under the prior 2014-18 contract.

3. Premiums and Employee contributions.

The annualized premiums for the Health insurance and Dental insurance set forth in the above sections 1 and 2 of this Appendix B shall be as follows:

A. Total Annualized Insurance Premiums

| Period Covered | Employee | Employee +Spouse | Employee + childChild | Family |
|---------------------------|-------------|------------------|-----------------------|-------------|
| Sept 1 2018-Aug 31 2019 | \$10,585.47 | \$20,865.29 | \$18,319.02 | \$24,981.96 |
| Sept 1 2019-Aug 31 2020 | SBJIC* | SBJIC* | SBJIC* | SBJIC* |
| Sept 1 2020-Aug 31 2021 | SBJIC* | SBJIC* | SBJIC* | SBJIC* |
| Sept 1 2021 – Aug 31,2022 | SBJIC* | SBJIC* | SBJIC* | SBJIC* |

*SBJIC = Set By Joint Insurance Committee

The total annualized Insurance premiums for each year shall be set by the Joint Insurance Committee made up of SPCA representatives, CTA representatives, District Administration, the District's Insurance Broker and the District's Third Party Administrator as described above.

B. Employee Insurance contribution.

SPCA Employees shall contribute to the payment of the above insurance premiums on a percentage basis based upon a sliding scale that is set forth below:

| Base Salary Amount | Employee | Employee +Spouse | Employee + Child | Family |
|---------------------------|-----------------|-------------------------|-------------------------|---------------|
| \$46,000 and more | 15% | 45% | 45% | 45% |
| \$43,400 to \$45,999.99 | 14% | 43% | 43% | 43% |
| \$40,800 to \$43,399.99 | 13% | 41% | 41% | 41% |
| \$38,200 to \$40,799.99 | 12% | 39% | 39% | 39% |
| \$35,600 to \$38,199.99 | 11% | 37% | 37% | 37% |
| \$33,000 to \$35,599.99 | 10% | 35% | 35% | 35% |
| \$30,400 to \$32,999.99 | 9% | 33% | 33% | 33% |
| \$27,800 to \$30,399.99 | 8% | 31% | 31% | 31% |
| \$25,200 to \$27,799.99 | 7% | 29% | 29% | 29% |
| \$22,600 to \$25,199.99 | 6% | 27% | 27% | 27% |
| \$20,000 to \$22,599.99 | 5% | 25% | 25% | 25% |

5. Other Insurance.

The District provide the following additional insurance coverages at no cost to the SPCA members:

Term Life Insurance (Premium Wavier)..... \$50,000

Accidental death and dismemberment
two (2) times annual salary to maximum \$50,000

Long-term disability

1. All full-time employees
2. Non-contributory
3. 60% of salary – maximum \$1,500 per month/minimum \$50
4. With full integration
5. Qualifying disability period 90 days

6. Payment duration will comply with Age Discrimination in Employment Act
7. Total disability, your occupation – 24 months

**APPENDIX B-1
(INSURANCE PLAN SUMMARY)**

INSURANCE BENEFITS

It is understood between the Board of Education of District 149 and the SPCA that an annual meeting concerning the District's health insurance plan will be held with CTA and SPCA representatives, District Administrators, the District's Insurance Broker and the District's Third Party Administrator. The Board and the SPCA agree that any modifications and/or changes in benefits and or premiums will be mutually agreed upon.

1. Health Insurance

Employees desiring single coverage (health and/or dental) shall pay 15% of the premium and employees desiring dependent coverage (health and/or dental) shall pay 45% of the premium* for the protection of such employee (single coverage) and/or dependents (dependent coverage) for the following group coverages:

| | <u>Maximum Amount</u> |
|--|--------------------------------------|
| Maximum benefits lifetime | Unlimited |
| Maximum benefits per calendar year for non-confining mental and nervous disorders and substance abuse | Unlimited |
| Maximum lifetime benefits per calendar year for non-confining mental and nervous disorders and substance abuse | Unlimited |
| Deductible | |
| Per individual per calendar year | \$750 |
| Family Deductible | \$2,250 |
| Co-insurance | |
| Except for non-confining mental and nervous disorders insurer pays | 80% in network 60% out of network |
| Non-confining mental and nervous disorders and substance abuse | 80% in network 60% out of network |

Insurance Benefits *continued*

Maximum out of pocket per individual per calendar year (the plan will pay 100% of expenses after amount paid by employee reaches out-of-pocket maximum)
OPX includes office visit co-pay. \$3,750

*If the premiums increase by 10% or more in any given year, the additional cost shall be shared by both the District and the member.

Special covered expenses

Plan pays 100% of expenses for (not subject to deductible):

- Pre-admission tests
- One routine pap smear, pelvic exam, mammogram, testicular exam, prostate exam, colorectal cancer screening, blood analysis, and urinalysis per calendar year
- Second surgical opinion
- Lab and X-Ray to \$200

Preventative Care per the ACA, including exams and immunizations, contraception, etc.

Plan pays 100% of expenses for (subject to deductible):

- Charges by an ambulatory surgical center
- Certain surgical procedures when you request a second surgical opinion

Benefits shall be paid on the basis of usual and customary charges. Room and board benefits shall be for semi-private rooms.

Term Life Insurance (Premium Waiver) \$50,000

Accidental death and dismemberment
2 times annual salary to maximum \$50,000

Long-term disability

1. All full-time employees
2. Non-contributory
3. 60% of salary – maximum \$1,500 per month/minimum \$50
4. With full integration
5. Qualifying disability period 90 days
6. Payment duration will comply with Age Discrimination in Employment Act
7. Total disability, your occupation – 24 months

Insurance Benefits *continued*

2. Dental Insurance

The Board agrees to provide a comprehensive Dental Plan for each employee.

| | |
|--------------------------------------|----------------|
| Preventative Services | Plan Pays 100% |
| Oral examination | |
| X-rays | |
| Cleaning of teeth | |
| Fluoride applications (for children) | |
| Space maintainers | |
| Emergency office visits | |

| | |
|---------------------------------|---------------|
| General Services * | Plan Pays 85% |
| Fillings | |
| General anesthetics | |
| Injectable antibiotics | |
| Extractions | |
| Oral surgery | |
| Endodontics | |
| Periodontics | |
| Repair of prosthetic appliances | |

| | |
|-----------------------------------|---------------|
| Major Services * | Plan Pays 50% |
| Bridges and dentures | |
| Crowns and gold restorations | |
| Replacement of damaged appliances | |

* \$50 deductible per calendar year

3. Preferred Provider Organization doctor with \$25.00 (\$50.00 for specialists) co-payment for office visits. Office visits are included in out-of-pocket expense (OPX).

| | |
|-------------------|---------------|
| If outside doctor | Plan Pays 60% |
|-------------------|---------------|

Co-insurance in-network for covered physicians is 80%.

Insurance Benefits *continued*

The Board agrees to provide a prescription drug card program with the following costs to the employee:

| | | |
|--|---------------|---------------------------|
| | <u>Retail</u> | <u>Mail Order 90 days</u> |
| Generic | \$10 | 2X Retail |
| Non Formulary Generic Brand Formulary | \$40 | 2X Retail |
| Non Formulary | \$60 | 2X Retail |
| Specialty | \$100 | 2X Retail |

Premiums with changes – per paycheck (based on 26 pay periods)

The Insurance Committee will meet no later than June 1 of each year to set the premiums for the upcoming school year.

Premiums per paycheck

Employee pays 15%, other tiers pay 45%
(only applies to employees with a base salary of \$46,000 or more;
others are subject to the sliding scale)

| | 2018-2019 | 2019- 2020 | 2020 - 2021 | 2021- 2022 |
|--------|------------------|-----------------------|----------------------------|-----------------------|
| E | \$ 61.07 | SBJIC | SBJIC | SBJIC |
| E + Ch | \$317.06 | SBJIC | SBJIC | SBJIC |
| E + Sp | \$361.13 | SBJIC | SBJIC | SBJIC |
| F | \$432.38 | SBJIC | SBJIC | SBJIC |

The Insurance Committee will meet annually to set the premiums for the following year.

For a list of comprehensive coverages, please refer to the District Health and Dental Plan booklet.

APPENDIX C

RETIREMENT INCENTIVE

An employee shall be eligible for retirement incentive if that employee has 12 or more years of service and be at least 55 years of age at time of retirement to receive an incentive. The employee must submit a retirement letter of intent to the Superintendent containing their retirement date by May 1st of the fiscal year prior to the payment of any retirement incentive.

If the employee's retirement date is in the 1st fiscal year after the Superintendent's receipt of the employee's retirement letter of intent, the salary in the next fiscal year shall be six (6%) percent over the base salary in the fiscal year the retirement letter was received. During the last school year of full-time employment the above stipulated amount shall be distributed evenly over the number of pay checks in each school year.

If the employee's retirement date is in the 2nd fiscal year after the Superintendent's receipt of the employee's retirement letter of intent, the salary in the next fiscal year shall be six (6%) percent over the base salary in the fiscal year the retirement letter was received. In the following 2nd fiscal year, the employee's salary shall be six (6%) over the base salary in the prior (1st) fiscal year. The above stipulated amounts shall be distributed evenly over the number of pay checks in each school year.

If the employee's retirement date is in the 3rd fiscal year after the Superintendent's receipt of the employee's retirement letter of intent, the salary in the next fiscal year shall be six (6%) percent over the base salary in the fiscal year the retirement letter was received. In the following 2nd fiscal year, the employee's salary shall be six (6%) over the base salary in the prior (1st) fiscal year. In the following 3rd fiscal year, the employee's salary shall be six (6%) over the base salary in the prior (2nd) fiscal year. The above stipulated amount shall be distributed evenly over the number of pay checks in each school year.

Any retiring employee that worked during the 2018- 2019 fiscal year with twelve (12) or more years of service shall receive the medical/dental benefits according to Appendix B for Three Hundred Sixty (360) days provided the Superintendent or his/her designee is notified of this election at least One Hundred Twenty (120) days prior to their retirement date. If this election is made, the total cost of the employee portion of the premium shall be paid to the District by the retiring employee during the Three Hundred Sixty (360) day period. Alternatively, if the retiring employee chooses not to remain under the District's medical/dental insurance program set forth in Appendix B, the District shall pay \$3,000 to an outside medical and dental insurance program that the retiring employee may elect. The retiring employee will furnish the name of the elected outside insurance program to the District no later than two (2) months prior to his/her District insurance expiring. A Check in the amount of \$3,000 will be made payable to the elected outside insurance program and given to the retiring employee no later than on (1) month

prior to his/her District insurance expiring. If an employee elects to continue to receive medical insurance from the District after retirement by paying the full employee share of the premium due for such coverage, the employee shall not be eligible for the \$3,000.00 payment provided for in this paragraph.

ACCEPTANCE

This Agreement for the period from July 1, 2018 and ending June 30, 2022 has been ratified and is adopted by the parties hereto on the dates specified below.

Board of Education
School District #149

Support Personnel Cooperative
Association, IEA-NEA

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Vice President

Date: _____

Date: _____

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