

*AGREEMENT BETWEEN  
THE BOARD OF  
EDUCATION  
LEWISTOWN COMMUNITY  
UNIT SCHOOL DISTRICT #97*

*AND*

*DISTRICT #97  
EDUCATIONAL SUPPORT  
ASSOCIATION, IEA/NEA*

*2019-2020*

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## **ARTICLE I**

### **RECOGNITION/DEFINITIONS**

#### **1.1 Recognition**

The Board of Education of Lewistown Community Unit School District No. 97, Fulton County, Lewistown, Illinois, hereinafter referred to as the "Board", hereby recognizes the District 97 Educational Support Association, IEA/NEA, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association" as the sole and exclusive negotiating agent for all full-time and part-time support employees, but excluding the Superintendent's Bookkeeper and Secretary, Transportation Director/Bus Mechanic, Technology Coordinator, and all supervisory, managerial, confidential, short-term or otherwise excludable employees under the Illinois Educational Labor Relations Act.

#### **1.2 Employee Benefits Continuation**

The Board agrees to recognize and honor all seniority, vacations and sick days accumulated by employees in their previous districts of #87, #141, #340, and #341.

#### **1.3 Definitions**

##### **A. Employee**

The term "Employee" or "Bargaining Unit Member" includes any person holding a position as included in the Recognition Clause.

##### **B. Days**

The term "days" when used in this agreement, except where otherwise indicated shall mean days when the Administrative Office is officially open for business.

##### **C. Immediate Family**

Immediate Family means any spouse, brothers, sisters, children, parent, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, similar step relatives and legal guardians.

**D. Full-Time**

An employee shall be considered a full-time employee if he/she is contracted 30+hours per week at 9 months, 10 months, 11 months or 12 months. (Such an employee shall be granted full benefits as negotiated in this agreement and which are applicable to him/her.)

**E. Part-Time**

An employee shall be considered a part-time employee if he/she is contracted for less than 30 hours per week. (Such an employee shall be granted pro-rated benefits as negotiated in this agreement and which are applicable to him/her.)

**ARTICLE II**

**EMPLOYEE AND ASSOCIATION RIGHTS**

**2.1 Non-Discrimination**

- A. The Association and Board shall not discriminate on the basis of race, color, national origin, religion, sex, age, handicap, disability, marital status, political affiliation, domicile, membership in an employee organization, or exercise of the rights contained in this Agreement.
- B. The Association and the Board agree they will not, either directly or indirectly, discriminate against any employee in the exercise of any right conferred to them under any statute, code or this Agreement.

**2.2 Personnel File**

- A. Every employee shall have the right to examine his/her personnel file in accordance with the requirements of the Illinois Personnel Record Review Act; except that the opportunity for inspection shall occur within three (3) workings days after the employee makes the request.
- B. Such review shall take place during the normal working hours at a time approved by the Superintendent.
- C. An employee shall be provided a copy, free of cost, of any material within three (3) working days of placement in the employee's personnel file.
- D. An employee shall have the right to respond in writing to any document in his/her personnel file and to have that response attached to the document.

- E. An employee shall not be entitled to inspect or review any materials exempted from such inspection under Section 10 of the Illinois Personnel Records Act.
- F. An employee shall not be entitled to remove any part of his/her personnel records from the personnel file.
- G. After the employee has reviewed the contents of his/her personnel file, the employee may request that one (1) copy be made of specified information contained in the file at no cost to the employee. The District is not required to comply with duplicate request.

### **2.3 Dues Deduction**

The Board shall deduct biweekly from each employee's pay in substantially equal amounts the then current dues of the Association, provided the employee has signed an authorization for continuing dues deduction provided by the Association which has been submitted in writing to the District. Said authorization shall remain in full and continuous effect but may be revoked in writing at any time to the District. The Association shall be notified of any revocation within fourteen (14) days of notice to the District. The District is expressly relieved of all dues deduction liability with regard to:

- A. Insufficient earnings to cover deduction.
- B. Unpaid dues in arrears where the District has complied with its deduction responsibilities.
- C. The dues of employees no longer employed by the district or on unpaid leaves of absence.

Dues deducted by the Board shall be remitted to the Association within ten (10) working days. The bookkeeper shall provide a list of employees and amounts of dues deducted to the Association Treasurer.

### **2.4 Use of Facilities, Equipment and Materials**

- A. The Board agrees to permit the Association reasonable use of school facilities at reasonable times for meetings to conduct organizational business, providing that permission is first sought and granted for such use. Such meetings shall not interfere with the normal operation of the schools or other school activities. There shall be no charge for said use of facilities excepting reasonable charges which may be applied to cover any extra expenses occasioned by said use.

- B. In the reasonable use of school equipment and materials the Administration shall have the right to specify particular items of equipment and materials which may be available to the Association. All use of equipment and materials must be approved by the District Superintendent.

**2.5 Mailboxes**

The Association shall be permitted access to employee's mailboxes for the purpose of pursuing legitimate Association business.

**2.6 Bulletin Boards**

A bulletin board shall be provided in each employee's lounge for Association use.

**2.7 Delivery of Board of Education Meeting Agenda**

During the regular school year a copy of the agenda of the Board of Education, for regular and special meetings of the Board of Education shall be placed in the President of the Association's mailbox. During the summer months when school is not in session, a copy of the agenda for all regular and special meetings will be mailed to the address of the ESP Association President.

**2.8 Board Minutes**

One (1) copy of all Board minutes shall be mailed to or placed in the mailbox of the President of the Association within five (5) days after approval.

**2.9 Information Access**

The Board will comply with the Illinois Freedom of Information Act.

**2.10 Budget and Audit**

The Board shall provide without charge to the Association, one (1) copy of the District Audit (5035) and one (1) copy of the District Budget (5036).

**2.11 Authorized Representative on Campus**

Duly authorized representatives of the Association shall be permitted to transact official Association business on campus before and after school, and during an employee's duty free times. With the approval of the Superintendent or designee in advance, the authorized representative may meet with the employees at other times, but the presence of the authorized representative shall not interfere with or disrupt the work schedule of the employee nor interfere with or disrupt the instruction or extra-curricular programs of the District.



## **2.12 Right to Join Association**

Employees shall be free to join the Association without interference or penalty. The Board agrees not to discriminate against any employee for reason of membership in the Association.

## **2.13 Association Right to Address/Speak to the Board**

The Association shall be permitted:

- A. To exercise the right to present, in writing, its views on any matter at any time to the Board.
- B. To have a representative, duly appointed by the Association, petition the Board to speak at regular open meetings of the Board and at special open meetings on items pertinent only to the special meeting's agenda, providing that a request to do so has been presented at least six (6) calendar days in advance of each meeting.

## **2.14 Copies of Agreement**

The Board shall provide five (5) copies of the Agreement to the Association within forty-five (45) days of the adoption of the Agreement.

## **2.15 Right to Organize**

Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of his/her membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

## **2.16 Written Notification of All Accumulated Days**

Each employee will be furnished with written notification of accumulated sick leave days, personal days and vacation days. Accumulated leave days will be reported twice per year, before September 30 and February 28 each year.

- A. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- B. Such fee shall be paid to the Association by the Board no later than ten (10) working days following deduction.
- C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - (1) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - (2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employee's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- E. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## ARTICLE III

### CONDITIONS OF EMPLOYMENT

#### **3.1 Payroll**

- A. Employees shall be paid in accordance with the salary schedules contained in Appendix A.
- B. Employees shall be paid every two (2) weeks. Employees scheduled to work ten (10) or fewer months shall have the option of being paid during the period worked or over a twelve month period.

#### **3.2 Payroll Deduction**

Employees shall have the right to authorize in writing payroll deductions for the following:

- A. Medical insurance premium and life insurance premiums of policies or coverage offered by the employer if allowed by the insurance carrier.
- B. Tax-sheltered annuity, if available
- C. IEA Credit Union

#### **3.3 Lunch Periods**

- A. Employees who are scheduled to work more than five (5) hours per day shall be entitled to a duty-free lunch period of no less than thirty (30) minutes. This provision shall not apply to bus drivers or any cafeteria workers.
- B. Cooks shall receive a meal without charge.

#### **3.4 Building Opening (Including Gym) When No Custodian On Duty**

- A. When requested by the Superintendent, who shall set the hours, custodians will then be responsible for opening the building, servicing the building and closing the building.
- B. When so requested, the Superintendent or building principal will offer the overtime to the custodians on a rotating schedule by seniority by building. Buildings will be designated by high school and elementary/jr. high.

- C. The Board will make every effort to ensure that groups using school facilities leave them in a manner acceptable to the District.

### **3.5 Health and Safety**

Free voluntary vaccination of the Hepatitis B vaccine for any employees at risk of occupational exposure shall be provided as approved by the Superintendent. Occupational exposure is defined as reasonably anticipated skin, eye, mucous membrane or parenteral contact with blood or other infectious materials.

### **3.6 Employee Physical and Drug Test**

- A. All bus drivers are required by state law to have a physical examination and a drug test. The School Board will pay the expenses incurred for such basic physicals and drug tests, as required by law. No extra tests are included.
- B. Should the employer require employees to have a physical examination, TB test, random drug tests or any job related tests, the employer shall pay the cost of the physical examination or drug test except for new incoming employees regarding physicals.

### **3.7 Commercial Driver's License and/or Bus Permit**

The Board shall reimburse bus drivers the actual fee of obtaining a commercial driver's license and bus permit. Employees shall be reimbursed upon providing the Board with appropriate billings.

### **3.8 Food Sanitation License**

Should an employee be required to have a Food Sanitation License, the Board agrees to pay the cost of the license, and/or costs incurred for any required service.

### **3.9 In-Service**

When an employee is required by the employer to attend a training session or in-service or other educational experience outside the District, the employer shall pay mileage, pay costs of necessary meals and lodging. If the required training is in-District, employees will be paid their hourly rate of pay. Refresher courses are not included as in-service.

### **3.10 Breaks**

Employees scheduled to work seven (7) or more hours per day shall be entitled to two (2) paid fifteen (15) minute breaks per day. Employees scheduled to work

fewer than seven (7) but more than four (4) hours per day shall be entitled to one (1) paid fifteen (15) minute break per day. This provision shall not apply to bus drivers, or to any other position where the workday is not continuous. The Superintendent or designee will approve and set time(s) for all breaks.

### **3.11 Vacation**

- A. Each full-time 12-month employee shall be entitled to two (2) weeks (10 working days) paid vacation per year. Such vacation may be taken at any time during the year with mutual agreement of the Superintendent or designee and the employee. No vacation may be taken during the first week or last two weeks of the school year. Not more than three (3) vacation days may be used during the scheduled Christmas vacation. Such leave may be granted if an emergency exists.
- B. If a full-time twelve (12) month employee begins work after the first day of the fiscal year, he/she shall be eligible for one (1) day for each month worked, not to exceed ten (10).
- C. After seven (7) years of accumulated employment with District 97 and/or 87, 141, 340 or 341 the full-time twelve (12) month employee will be eligible for an additional day of vacation for each year of service beyond seven (7) with a maximum of twenty (20) days.
- D. Employees submitting vacation requests within thirty (30) days of July 1 of each year shall be given preference for such requests by seniority. After that time seniority shall not be used to determine vacation request unless submitted on the same day; otherwise it will be determined on a first come basis.
- E. Unused vacation leave will be allowed to accumulate to seven (7) days. Beginning with the 2009-2010 school year, accumulation will be eight (8) days.

### **3.12 Holidays**

- A. Twelve (12) month employees shall be entitled to the following paid holidays:

July 4 <sup>th</sup>	Labor Day
Columbus Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve Day
Christmas Day	Day after Christmas
New Year's Eve Day	New Year's Day
Veterans Day	Lincoln's Day/President's Day
Memorial Day	Good Friday (Spring Break Day)

- B. If the holiday falls on a Saturday, the preceding Friday will be designated as the holiday. If the holiday falls on a Sunday, the following Monday will be the designated day. Should school be in session as a designated holiday, the affected employees will be given a floating holiday to be agreed to by the employee(s) and Superintendent.
- C. Affected employees may request Casimir Pulaski Day/Martin Luther King's Birthday off as a non-working day with pay, the granting for or against shall be at the sole discretion of the Superintendent.
- D. If the District applies for a waiver(s) and the State approves the waiver(s) then the holiday(s) do not apply and the employee(s) will work.
- E. Twelve (12) month employees shall be entitled to not less than fourteen (14) paid holidays.

### **3.13 Emergency School Closing**

- A. In cases when school never begins employees may request pay for hours worked from the Superintendent who in his sole discretion shall determine whether payment should be made and the amount of said payment.
- B. In cases of early dismissal employees will be paid actual hours worked.
- C. When the schools and school offices are officially closed by the Superintendent, due to an emergency, no leave day previously arranged by an employee will be deducted for such emergency days.

### **3.14 Custodial Shift Preference**

Custodial shift preference shall be offered in order of seniority at the beginning of each school year.

### **3.15 Extra Duty Rotation System**

At the beginning of the school year, bus drivers are assigned routes by the Superintendent. Bus drivers (including substitute drivers) may elect to participate in the extra trip rotation on a volunteer basis. Drivers choosing to participate will notify the Director of Transportation at the beginning of the school year or within fourteen (14) calendar days of initial employment. The activity bus may be used by the district for extra trips whenever possible and may be driven by approved individuals not covered by this agreement. Drivers will be assigned to extra trips based on their availability and the rotation list. No overtime is granted without approval of the Superintendent. The District retains the right to transport students in joint cooperation with other schools. In such event, the District and its partners will determine which school will transport the students.

The Superintendent shall determine whether the routes transporting special education students will be classified as extra-trips or routes. As a general proposition, regular routes will be created if the administration can reasonably expect that the route will be necessary for the entire school year.

### **3.16 Emergency Training**

Every two (2) years, the District shall offer at no cost to all employees, CPR and First Aid training.

Additional training for staff who service special needs students will be considered by Administration on a case-by-case basis.

### **3.17 Work Agreement**

By October 1<sup>st</sup> of each school year, all bargaining unit members will receive a Notice of Assignment from the district that stipulates his/her hourly rate of pay as well as the expected number of work days per year and number of hours per day expected to work.

Support staff are placed in positions by the Superintendent at the beginning of the school year and/or at the time of hire. Seniority applies only to reduction in force.

### **3.18 Security Cameras**

- A. Video footage from security cameras will not be used for evaluation purposes.
- B. Video footage from security cameras will only be used in disciplinary cases as supporting evidence. In such cases, the union will have the right to view the video for purposes of representation.
- C. The District will provide the union president with a description of the location of each camera installed within two (2) weeks after signing this agreement.
- D. If cameras are added, the district will notify the union president within two (2) weeks of their placement.

## ARTICLE IV

### **EMPLOYEE DISCIPLINE PROCEDURE**

#### **4.1 Probationary Status**

Newly hired employees shall be deemed on probationary status for seventy-five (75) work days and be dismissed at will. After thirty (30) days and sixty (60) days the supervisor shall hold a conference with the employee to assess the probationary employee's job performance. A new employee's seniority will begin after successful completion of the probationary period and shall be retroactive to his/her hire date. Current employees who take a new position will be given a 20 day trial period. At the end of the trial period, either the employee or the supervisor can decide to return the employee to his/her previous position. His/her previous position will be held until the successful completion of the trial period and will only be posted if the employee stays in the new position after 20 days.

#### **4.2 Disciplinary Procedures**

Discipline of non-probationary employees shall be administered in the progressive manner as follows:

- 1<sup>st</sup> - Oral warning
- 2<sup>nd</sup> - Written warning
- 3<sup>rd</sup> - Suspension without pay
- 4<sup>th</sup> - Termination

The Board may suspend the above procedure if the initiating incident is a violation of civil or criminal law or the school code.

#### **4.3 Employer Hearings/Employee Rights/Just Cause**

No non-probationary Employee shall be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, suspensions, reductions in rank, and discharge. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the Employee.

When any Employee is required to appear before an administrator or supervisor, an Employer committee, or Board of Education or Board of Education member, concerning any matter which is evaluative or disciplinary in nature, or which could adversely affect their terms and conditions of employment, the Employee shall:



- A. Be given at least forty-eight (48) hours prior written notice of the reasons for such meeting or interview and,
- B. Be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

#### **4.4 Suspension with Pay**

Nothing prohibits the employer from suspending employees with pay pending an investigation of possible employee wrong doing. Suspensions with pay are not deemed disciplinary.

### **ARTICLE V**

#### **GRIEVANCE PROCEDURE**

##### **5.1 Definition:**

A grievance shall mean a complaint by an employee, a group of employees or the Association that there has been a violation, misinterpretation or misapplication of one of the specific provisions of this agreement.

##### **5.2 General Provisions:**

- A. No employee at any step of the Grievance Procedure will be required to meet with any administrator or supervisor without an Association representative.
- B. If a grievance arises from the action of an authority higher than the principal of the school, the Association may present such grievance to the Superintendent.
- C. An employee who participates in the Grievance Procedure shall not be subject to disciplinary action or reprisal because of such participation.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- E. In any instance where the Association is not representing the grievant the decision shall not violate any term of the Agreement. The Association may appeal any such decision which violates any term of the Agreement

- F. A grievance may be initiated by:
  - 1. An employee on his/her own behalf;
  - 2. An employee accompanied by an Association representative;
  - 3. An Association representative at the employee's request;
  - 4. The Association as sole and exclusive bargaining agent.
  
- G. Conferences held under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
  
- H. Unless specifically stated otherwise, in calculating days for the Grievance Procedure, "days" shall mean days when school is in session for students, except during the summer vacation of students, "days" shall mean Monday through Friday.
  
- I. All time limits may be extended by mutual agreement between the parties.
  
- J. Neither the written grievance nor any subsequent correspondence shall be inserted in the employee's Personnel file unless requested by the employee.

### **5.3 Procedure for Adjustment of Grievances:**

- A. No grievance shall be processed if the matter giving rise thereto is not presented in writing to the Superintendent (step one) within fifteen (15) days of the event or occurrence which gave rise thereto or, the employee's knowledge thereof, whichever is later.
  
- B. If the employee or Association fails to pursue the next step within thirty (30) days of the Superintendent's response, the grievance shall be deemed withdrawn.
  
- C. **Informal Conference:** An attempt shall be made to resolve any grievance by means of informal discussion between the grievant and the principal or Superintendent. No informal resolution may violate the contract. The informal conference shall not be deemed the initiation of the grievance procedure.
  
- D. **Step One:** If a grievance cannot be resolved at the informal conference, it shall be reduced to writing and presented to the Superintendent. Within ten (10) days of receipt of the written grievance the Superintendent shall respond in writing to the grievant indicating his decision.

- E. **Step Two:** If the grievance cannot be settled at the first step, the grievance may be submitted to the Secretary of the Board within thirty (30) days of the receipt of the Superintendent's decision. The aggrieved and the Association shall meet with the Board within fifteen (15) days following the receipt of the appeal. At this meeting between the grievant, the Association and the Board, the grievant or the Association may present a written brief and/or oral arguments and all witnesses. The hearings may be conducted by the full Board or by a sub-committee to the Board as the board may designate. The Board shall notify the grievant, in writing, of its decision within fifteen (15) days following the hearing.
- F. **Step Three:** Within thirty (30) days after receiving the decision of the Board the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be binding upon the parties. Expenses for the arbitrator shall be borne equally by the Board and the Association.
- G. **Step Four:** By mutual agreement in writing, the parties may elect to participate in grievance mediation prior to submitting the grievance to final and binding arbitration. The parties shall mutually agree upon the procedures for mediation. If the parties fail to specify a time period for grievance mediation in the written agreement, the time period in step two shall be tolled during the mediation process. Mediation shall be deemed to terminate on delivery of written notice from one party to the other that it is withdrawing from grievance mediation.

## **ARTICLE VI**

### **VACANCIES AND TRANSFERS**

#### **6.1 Vacancy Definition**

A vacancy is defined as an opening in an existing bargaining unit position which is caused by death, retirement, discharge, resignation or transfer of the employee who previously held the position, or the creation of a new bargaining unit position. A vacancy does not exist if the position must be filled by an employee returning from an approved leave of absence or by an employee recalled after a reduction-in-force. The term "vacancy" shall not apply to any short term position or summer employment extension.

## **6.2 Posting of Notices**

Notices of vacancies in bargaining unit positions shall be posted in each school building, bus barn and the Administrative office. Notices will also be given to building representatives. Except in emergencies, such notices shall be posted at least seven (7) working days prior to the date the position is filled and shall state the job title, intended date of filling, procedure for application, (including the deadline to apply), the minimum job requirements or the job description, and the wage range. During the summer a memo will be sent to each employee's home making them aware of any vacancies at the same time the District posts intent to fill vacancies. Job vacancies will remain posted until the position is filled.

## **6.3 Interview**

Any bargaining unit member who satisfies the minimum job requirements and makes timely application for a posted vacancy shall be granted an interview for the position before it is filled.

## **6.4 Position**

Where more than one bargaining unit member has applied for a vacancy and following interviews they are deemed by the Board in its sole discretion to be equally qualified for the position and more qualified than any other applicants, seniority as the term is defined in this Agreement shall be the determining factor in who is offered the position.

# **ARTICLE VII**

## **SENIORITY/REDUCTION IN FORCE-RECALL**

### **7.1 Seniority/Controlling Factor/Job Categories**

Seniority shall be the sole and controlling factor for lay-off and recall of employees within job categories in the bargaining unit, as the terms seniority and job categories are defined in this Agreement. Job categories shall consist of the following:

Cooks  
Custodians  
Bus Drivers  
Secretaries  
School Aides (Crossing Guards, Lunch Duty Supervisor, Morning  
Duty Supervisor)

Paraprofessionals (Classroom Aides, Library Clerks, Personal Aides, Reading Aides, Special Education Aides, Bus Aides)

## **7.2 District Seniority/Defined/Carry Over**

Seniority is the length of an employee's service starting with the 1<sup>st</sup> day on which duties are performed including all service accrued during employment with Districts #87, #141, #340, and #341. Employees may accrue seniority in more than one category of position at the same time; but may not accrue in an inactive category.

## **7.3 District Seniority/Tie-Breakers**

Seniority shall be defined as the length of full-time service in the District, commencing with the employee's first working day as a regular employee based on the regular school year. Ties in seniority among employees shall be broken in the following order: (a.) the date the Board approved the employee's employment; (b.) total continuous and non-continuous District working experience; and (c.) drawing of lots witnessed by the affected employees and an authorized Association representative.

## **7.4 District Seniority/Termination**

Seniority terminates upon the following:

- A. voluntary quitting or resignation;
- B. discharge for just cause;
- C. retirement;
- D. failure of the employee to return to work at the expiration of an approved leave of absence or recall when appropriately served with notice.

## **7.5 District Seniority/Leaves or Layoff in Recall Period**

Seniority is retained, but does not accrue, during leaves of absence or layoff within the recall period.

## **7.6 District Seniority Lists**

A Seniority List shall be prepared annually by the Board in accordance with this Article. No later than February 1, the Board shall post the list in each building and in the Administration Office and shall deliver a copy to the Union. To be effective, protests over seniority rankings must be made in writing to the Superintendent within fourteen (14) calendar days after the list is posted.

## **7.7 District Seniority/Layoffs or Decreases**

Layoffs or decreases in the number of employees within a job category covered by this Agreement shall be made in reverse order of seniority with the least senior employee within the category being laid-off first.

## **ARTICLE VIII**

### **LEAVES**

#### **8.1 Sick Leave**

##### **A. Previous Accumulation**

The Board agrees to accept as part of the accumulated sick leave days for District 97, the accumulated days from Districts #87, #141, #340 and #341 upon verification.

##### **B. Sick Leave Defined**

1. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family.
2. The immediate family means any spouse, brothers, sisters, children, parents, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, similar step relatives and legal guardians.

##### **C. Sick Leave Accumulation and Entitlement**

1. Employees shall be entitled to fifteen (15) days of sick leave annually.
2. 260 day employees shall be entitled to sixteen (16) days of sick leave annually. Beginning in the 08-09 contract year, 260 day employees shall be entitled to seventeen (17) days of sick leave annually.
3. Sick leave day accumulation will be 240 days.

##### **D. Sick Leave/Use by Increments**

Sick leave must be used in 1/2 day increments. Leave of less than half (1/2) day may be arranged with prior approval of the building administrator.

**E. Sick Leave/Physician Certificate Request**

As a basis for pay during leave after an absence of three (3) or more days for personal illness, or as the School Board may deem necessary in other cases, the Board may require a physician's examination. If a physician's certificate is requested by the Board, the Board shall pay the cost for the physician's certificate.

**F. Severance Pay**

Upon written request of an employee who has been employed by District 97 and/or one of its predecessor districts for fifteen (15) years or more, the Board shall pay to each employee upon retirement or termination of employment by the Board as a result of reduction in force, a bonus for accumulated sick leave days beyond eighty-five (85). These days may accumulate to a maximum of one hundred (100) days according to the following schedule:

Based on the last ten (10) years' average, sick leave will be reimbursed at the rate of:

- \$30.00 / unused sick day for 1-5 hour employees
- \$40.00 / unused sick day for 6-8 hour employees.

**8.2 Personal Leave**

- A. Employees shall be entitled to two (2) personal days each year. 260 day employees shall be entitled to three (3) personal days each year.
- B. Except in an emergency, notification shall be given forty-eight (48) hours prior to its use.
- C. Unused personal days shall accumulate as sick leave days.
- D. No personal leave shall be granted during the first week or the last two weeks of the school year. Such leave may be granted if an emergency exists. The employee will decide if an emergency exists.

**8.3 Jury Duty Leave**

An employee serving on jury duty may be excused during his/her scheduled working hours without loss of salary, loss of benefits, or loss of contractual advantage, provided the District is reimbursed the per diem amount, excluding expenses, received by the employee while on jury duty. However, this shall not

apply to any situation in which the employee appears in court for the purposes of obtaining legal relief from or against the school district.

#### **8.4 Professional Leave**

- A. A bargaining unit member wishing to use a professional/job performance business day(s) shall request leave of the Superintendent at least one (1) week in advance of his/her absence.
- B. Upon approval the Board shall pay the then current mileage rate, provided however, such mileage shall be vouchered. The Board shall pay registration fees, where applicable, not to exceed the actual vouchered fee amount.

#### **8.5 Leaves of Absence**

- A. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to employees according to the following:
  - 1. Written request for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
  - 2. Dates of departure and return must be mutually acceptable to the employee and administration and determined prior to any final action on the request.
  - 3. Leaves of absence may be granted for:
    - a. military service
    - b. child care, maternity leave, parental leave
    - c. other reasons acceptable to the Board
  - 4. Employees on such leave may continue insurance benefits if they reimburse pro-rata costs of benefits for which they apply and providing the then current carrier permits.
  - 5. The Board may waive the above restrictions at its discretion.
- B. The Board of Education may, in its discretion, grant leaves of absences without pay to an employee whose sick leave is exhausted but who is unable to return to work due to illness or incapacity and who requests the same. An employee may continue insurance coverage at his/her own expense.



- C. This provision has no effect upon employee rights under the Family Medical Leave Act.

**8.6 Association Leave**

The Association President shall be provided one day with pay and one day without pay for released time to attend to Association business.

**8.7 Family and Medical Leave Act**

FMLA is covered by law, therefore the Board will comply with law.

**8.8 Leave Deductions**

Sick leave, personal and vacation leaves will be deducted from the employees accumulated total in half (1/2) day increments. Leave of less than half (1/2) day may be arranged with prior approval of the Building Administrator.

**8.9 Bereavement Leave**

Each employee shall be granted two (2) days per occurrence to be used for bereavement in the case of death of an immediate family member. For purposes of this article, immediate family shall be defined as: parents, spouse, brothers, sisters, children, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

One day funeral leave shall be allowed for aunts, uncles, nieces, or nephews or the corresponding relative of the staff member's spouse. These days shall not be subtracted from sick leave.

If any time in connection with the death of an immediate family member it would necessitate taking more than two (2) days for bereavement leave, any time beyond two (2) days would be subtracted from the employee's sick leave.

The Board may grant additional bereavement leave at the Board's sole and exclusive discretion in cases of need upon written application by the employee.

## ARTICLE IX

### **COMPENSATION AND BENEFITS**

#### **9.1 Salary Schedule**

The Salary Schedule applicable to this Agreement is attached as Appendix A.

#### **9.2 Insurance**

A. The Board shall pay the full single individual insurance premium coverage for 10, 11, and 12 month employees. (Effected employees must be employed 30 hours or more per week.)

B. The Board shall pay for nine (9) month full-time employees (thirty hours or more) up to \$3,200 for individual health insurance coverage if enrolled in the District policy.

#### **C. Retirement Insurance**

The Board of Education will pay fifty-five percent (55%) of the cost of the individual health insurance premium for retired employees based on their years of service and participation in the plan. Retirees who worked for the District at least fifteen (15) years will receive one (1) month of benefit for each year of service and participation of the plan. The Board portion of the employee premium will be paid to the employee in a lump sum at retirement.

#### **9.3 Term Life Insurance**

The District shall provide Twenty Thousand Dollars (\$20,000) of Term Life Insurance for each employee subject to carrier restrictions.

#### **9.4 Overtime**

Any overtime work shall be paid at one and one-half (1.5) times the employee's regular pay rate. In lieu of pay, the employee may choose to accumulate compensatory time off at a rate of one and one-half (1.5) times the overtime hours worked, but any time not used within ninety (90) days of accrual shall be converted to wages. Overtime is defined as hours worked in excess of forty (40) in a week. An employee must obtain the express written permission of his/her supervisor before working any overtime. Compensatory time off must be scheduled in advance with the employee's supervisor and may be taken only with the supervisor's permission, which will not be unreasonably withheld.

## **9.5 Second Shift Differential**

The second shift differential rate for custodians shall begin at 4:00 p.m. and the bonus rate shall be seventy-two cents (\$.72) per hour.

## **9.6 Call-Out Pay**

- A. If an employee is recalled to work outside his/her normal work schedule by the Superintendent or building principal such that the employee works more than forty (40) hours in a regular work week, such hours will be paid as overtime at time and one-half. If a situation arises that the Superintendent or building principal or designee is not available or reachable, the affected employee may take action and request reimbursement of payment per this section after the fact.
- B. Approved work performed at a time not immediately following or preceding a regular work shift shall be no less the one (1) hour in paid length.

## **9.7 IMRF Eligibility**

Any employee who is employed for six-hundred (600) hours or more in a year shall be eligible in the Illinois Municipal Retirement Fund and the Board of Education shall make its employer's contribution; as well as deduct and forward the employee's contribution to IMRF.

## **9.8 Bus Washing**

The employer agrees to pay \$15.00 per bus washing for 65 plus passenger seating and \$10.00 per washing for all other busses. This payment is limited to two (2) washings per month for nine (9) months to equal eighteen (18) payments. An end of the year clean up stipend will be paid at the rate of \$80 for 65 plus passenger busses and \$55.00 for all other busses.

## **9.9 Course Reimbursement**

Employees who are required by state mandate or District desires to take courses shall be reimbursed by the District for any costs incurred. In addition, should any employee wish to take a course which would be a benefit to the District, that employee would also be reimbursed for the cost of the course provided the Superintendent has approved the course prior to the employee's enrollment.

## **9.10 Mileage Reimbursement**

When an employee is required by the Superintendent to travel for school business outside the District the Board shall reimburse the employee for authorized travel at the IRS rate per mile.

### **9.11 Substitution**

In the event that a bargaining unit member is scheduled to perform work in another classification by the Superintendent or their designee, the employee shall be paid at the higher rate of pay. Example: If an aide has ten (10) years with the District and is asked to fill in on his/her lunch period to help with the Cooks – that aide will be paid at either his/her current rate of pay or Step 1 of the Cook schedule whichever is higher.

### **9.12 Sub Calling Stipend**

Employees who are requested by the Administration to arrange for daily substitutes for the entire school year, outside their regular work day, shall be paid a stipend of \$2,000.00 per year.

### **9.13 Retirement Incentive**

A. See Memorandum of Understanding.

### **9.14 Tuition Reimbursement**

The Board shall contribute two hundred fifty dollars (\$250) per year towards the cost of tuition and books for 100 and 200 level college courses and five hundred dollars (\$500) per year towards the cost of tuition and books for 300 and 400 level college courses in the field of education with Superintendent approval. This benefit is limited to those employees who work six or more hours per day and evidence of successful completion must be shown prior to receiving the reimbursement. Four and five hour employees will be eligible for this benefit after four years of employment with the District.

### **9.15 Disability Insurance**

A disability insurance policy may be provided to cover up to seventy (70) percent of an employee's gross salary when coordinated with the Illinois Municipal Retirement System disability and/or Workers' Compensation. Coverage may be provided for a maximum of twenty-four (24) months following the waiting period of thirty (30) days after the last day for which salary is paid. Enrollment in the policy is not mandatory and the premiums may be paid by the individual employee. If the employee chooses, payment of the premium may be automatically deducted from his/her paycheck.

## ARTICLE X

### **MANAGEMENT RIGHTS**

#### **10.1 Management Rights**

The Board retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by law, except as changed or agreed to in a specific section of this Agreement.

## ARTICLE XI

### **DURATION AND EFFECT OF AGREEMENT**

#### **11.1 Successor Agreement**

Bargaining for a successor agreement shall begin no later than April 1 of the expiration year of this Agreement.

#### **11.2 Contractual Amendments**

The parties may modify or amend this agreement only by mutual consent or through mid-term bargaining rights. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this contract and considered a part of this Agreement.

#### **11.3 No Strike - No Lockout**

Neither the Association nor any individual employee or group of employees shall engage in any work stoppage, slowdown or other disruption of services during the life of this Agreement. Neither shall the Board conduct a lockout during the term of the Agreement.

#### **11.4 Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a body of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

**11.5 Individual Contracts**

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

**11.6 Complete Understanding**

The terms and conditions set forth in the Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

**11.7 Retroactivity**

Retro-active pay will be made in one check.

**11.8 Term of Agreement**

This Agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ and shall continue in full force and effect until the 30th day of  
June, 2019.

BOARD OF EDUCATION  
LEWISTOWN COMMUNITY  
UNIT SCHOOL DISTRICT #97

DISTRICT 97 EDUCATIONAL  
SUPPORT ASSOCIATION-IEA/NEA

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**LEWISTOWN EDUCATIONAL SUPPORT PERSONNEL**

**2019-2020**