

MARSEILLES EDUCATIONAL SUPPORT STAFF

ILLINOIS EDUCATION ASSOCIATION  
NATIONAL EDUCATION ASSOCIATION

NEGOTIATIONS AGREEMENT

JULY 2004-2005  
2005-2006  
2006-2007  
2007-2008  
2008-2009

MARSEILLES SCHOOL DISTRICT NO. 150  
MARSEILLES, ILLINOIS  
LASALLE COUNTY

MARSEILLES ELEMENTARY SCHOOL DISTRICT 150

AND

MARSEILLES EDUCATIONAL SUPPORT STAFF ASSOCIATION

CONTRACT

JULY 1, 2004 - JUNE 30, 2009

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## ARTICLE I

### RECOGNITION

The Board of Education of Marseilles Elementary School District 150, Marseilles, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes the Marseilles Educational Support Staff Association, Illinois Education Association-National Education Association (hereinafter referred to as the "Association") as the exclusive bargaining representative for all full-time and regularly employed part-time non-certified employees including: secretaries, teacher aides, library aides, cafeteria employees, bus monitor, pre-school parent facilitator, custodians, maintenance employees, lunchroom/playground supervisors, and crossing guards, as defined by the Act. Excluded from the bargaining unit are all managerial, supervisory and confidential employees, including: secretary to the superintendent, bookkeeper, cafeteria manager and assistant manager as defined by the Act.

## ARTICLE II

### DEFINITIONS

- A. Employee - The term Employee or Bargaining Unit Member when used hereinafter in this agreement shall refer to all Employees covered by this agreement.
1. Full-time - An Employee shall be considered full-time if he/she is employed 37 1/2 hours per week.
  2. Part-time - An Employee who is employed less than 37 1/2 hours per week.
  3. Probationary - An Employee who is employed to fill a full or part-time position for a trial period of sixty (60) calendar days, during which time Employee will not be covered by the terms of this agreement. This period can be extended when circumstances deem it necessary. A determination of the need to extend shall be the result of discussion between the employee's immediate supervisor, the Association representative, and the Superintendent.
  4. Temporary Employees are excluded from this agreement. A position by not be filled with a substitute/temporary employee in excess of twelve (12) months. After twelve (12) months, the position must be filled by a permanent employee/employees.
- B. Days  
The term "days" when used in this agreement, except where otherwise indicated shall mean working days.
- C. Seniority
1. Definition of Seniority - Seniority shall be defined as the length of service within a job category as a member of the bargaining unit. Accumulation of seniority shall begin from the Bargaining Unit Member's first working day within that job category. In the event that more than one individual Bargaining Unit member has the same starting date within a job category, position on the seniority list shall be determined by drawing lots. In cases of involuntary transfers in job categories, employees shall retain seniority within their former job category, as well as accumulating new seniority within their new assignments.
  2. Part-time Employees - Part-time Bargaining Unit members shall accrue seniority on pro-rata basis.
  3. Maintaining and Posting of Seniority Lists - The Board shall prepare, maintain and post the seniority list by February 1 of each work year. A copy of the seniority list and subsequent revisions shall be furnished the Association. Any Employee disagreeing with their seniority placement shall respond, in writing, to the Superintendent and the Association President within thirty (30) work days after the effective date of posting.

## ARTICLE III

### EMPLOYEE RIGHTS

A. School Code Rights:

Nothing contained herein shall be construed to deny any Employee his/her rights under the School Code of the State of Illinois or under other applicable laws, rules and regulations.

B. Rules and Regulations Governing Employees:

Rules and regulations governing Employee conduct shall be reasonable and enforcement of Employee discipline shall be fair and equitable.

C. Employer Hearings/Employee Rights:

When any Employee is to appear before an Administrator, or supervisor, the Board of Education or Board of Education committee concerning any matter which could adversely affect the continuation of that Employee in his/her position of employment, or his/her salary, the Employee shall be given forty eight (48) hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Prior to said Hearing, an employee may be given a one (1) day suspension without pay.

D. Job Security/Assignments:

Assignments for the following school year of all employees other than twelve (12) month employees shall be made by May 15, whenever possible. The employee shall be consulted prior to reassignment. Every effort will be made to allow the employee to return to their current position provided their performance has been satisfactory and this position still exists. Should changes in assignments be made after May 15, the Employee shall be consulted prior to the reassignment.

1. Assignment to specific areas or responsibilities shall be the responsibility of the Superintendent in consultation with the affected Employee.

E. Promotion/Transfer/Vacancies

Every effort will be made to advance present employees to a higher job classification, giving them preference over applicants not currently employed by the District. However, promotion or transfer from one position to another shall be based on performance, skills needed for the position, seniority, education requirements (if necessary) and consideration for the best interest of the Employer, Employee, and Students. An employee wishing to be promoted or transferred shall apply in writing to the Superintendent with a copy to the employee's immediate supervisor.

1. Notice of Vacancies within the Bargaining Unit

All vacancies that occur shall be posted internally for five (5) working days so that any bargaining unit member can apply for the open position. This notice shall also state required job qualifications for the open position. Anyone who has applied for a posted position within the unit shall be notified of their not receiving the position, in writing, not more than five (5) working days after the position is filled.

F. Termination of Employment

There are three forms of employment termination: resignation, involuntary termination, and retirement. The following procedures are applicable.

1. Routine Procedures for all Termination

a. Exit Interview

The employee's supervisor shall conduct an exit interview with all terminating employees.

The purpose of an exit interview is to give the employee an opportunity to discuss freely his or her reasons for termination; to obtain information and views from employees to help the Employer improve policies, procedures, and working conditions and reduce employee turnover; and to provide the employee with information about his or her benefits.

b. Final Paycheck

A terminated employee's final paycheck will be adjusted for any unused, earned vacation credit or vacation time taken that was not earned. Employees are paid for all earned vacation. Terminated employees will receive their final pay on the next regular payday following the date of termination.

2. Guidelines for Each Form of Termination

a. Resignation

Employees should provide two weeks notice of intent to resign.

b. Involuntary Termination

The Employer may terminate an employee at any time by due process. The decision to discharge an employee may be initiated by his or her immediate supervisor or the Superintendent. However, to ensure equitable treatment of all employees, only the School Board may actually terminate an employee.

c. Retirement

An employee planning to retire should notify his or her supervisor at least two months before the retirement date. A copy of the notification should be sent to the Superintendent.

G. Suspension:

When, in the opinion of the Superintendent, the conduct of an employee may warrant disciplinary dismissal or the employee's conduct is seriously detrimental to the school system, the Superintendent may suspend the employee without pay until such time as the employee is reinstated. A written notice stating the reason shall be given to the employee. No employee shall be suspended without due process.

## ARTICLE IV

### ASSOCIATION RIGHTS

#### A. Fair Share

1. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties for the current school year, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association within the thirty (30) day period described in 1, the Board shall deduct the fair share fee from the wages of the non-member, in the same manner as deductions are made for Association members.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. The obligation to pay a fair share fee will not apply to any Employee who objects to the payment of a fair share fee in accordance with the Rules and Regulations of the Illinois Educational Labor Relations Board.
5. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. 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
  - b. 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.
6. 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 Employer's compliance with this Article.

- a. 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 the Article.

B. Names and Addresses - New Employees:

Names and addresses of newly hired employees shall be provided to the Association within fourteen (14) days after their first day of employment.

C. Facilities:

The Association shall be allowed to use school facilities for meetings provided the appropriate building administrator has been given a minimum of one day notice provided that the facilities requested are available.

D. Inter-School Mail/Notices:

The Association may use the Employer's inter-school mail for communicating with its members. The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board.

E. Association Leave:

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburse the district for the cost of the substitute(s). The aggregate number of days shall not exceed five (5) days total for such purposes in any school year. Written request for such leave must be submitted to the Superintendent at least three (3) working days prior to the date(s) requested.

F. Association Participation - Employee Suspension, Demotion, Discharge, Discipline

Any employee being charged with misconduct, neglect or a violation which may lead to his/her suspension, demotion, discharge, or discipline shall have a right to be represented by the Association in any meeting conducted by the Board or Administration with such Employee regarding such charge.

## ARTICLE V

### BOARD AUTHORITY

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 Illinois School Code, judicial decisions, and School District #150 policy.

The determination and administration of school policy, the operation and management of the schools and the direction of Employees are vested exclusively with the Board. It is the duty of all Employees to abide by the policies and regulations as stipulated by the Board so long as they do not conflict with terms of this Agreement. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.

## ARTICLE VI

### WORKING CONDITIONS

#### A. Time Schedules - Work Year:

##### 1. Twelve Month Employees

Custodians and maintenance personnel work a forty (40) hour work week, Monday through Friday inclusive of two 15 minute paid breaks and a thirty (30) minute, non-paid, lunch break each day with the individual time schedule to be developed by mutual agreement with the supervisor and the non-certified employee and subject to building needs. The Superintendent shall have final approval authority. Custodians assume the additional responsibility for building checks as out-lined in their contract.

School secretaries work Monday through Friday with the individual time schedule to be developed with mutual agreement with the supervisor and the non-certified employee, except that secretaries shall observe the same winter and spring break schedules as the certified staff. Secretaries work 37 1/2 hours per week during the school year. Exceptions shall be days preceding the recesses for Thanksgiving, Christmas, spring vacation, and all other legal holidays when students are dismissed early. In those instances, secretaries shall be allowed to leave when all bus routes have been completed. Summer hours to be determined by mutual agreement between the secretary and immediate supervisor. The Superintendent shall have final approval authority.

##### 2. School Year Employees

All other school year employees work the school calendar year with the individual time schedule to be developed by the immediate supervisor. Teacher aides work a schedule subject to building needs as determined by the building principal.

##### 3. Hourly Employees

a. Nine month, hourly employees shall be given the opportunity to work at least their normal work day hours each day with the exception of emergency school closings or when school is dismissed due to In-service Days.

- b. The following will be considered a normal workday for nine month, hourly employees listed in the job categories as follows:

Teacher Aides	15 min. before the start of school, the duration of the school day as scheduled, and 15 min. after the school day
Part-time Kitchen Help	5.50 hours
Kitchen Aide	4.75 hours
Dishwasher	2.75 hours
Lunch/Recess Aide	2.25 hours
Bus Monitor	Time will depend on enrollment
Crossing Guard	2.00 hours

B. Overtime

Full-time employees shall receive additional compensation for pre-scheduled overtime work performed on a day or at a time other than a normal work day or normal work time. Every claim for overtime pay must be pre-approved by the employee's supervisor.

C. Compensation for Overtime:

1. Regular Overtime - all regular overtime work will be at the employee's regular rate until the total number of hours worked (regular and over-time) reaches forty (40) hours for the week. Beyond forty (40) hours, regular overtime will be calculated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay (daily rate divided by the number of hours per day for the job classification).
2. Saturday Overtime - all overtime work on Saturdays will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay (daily rate divided by the number of hours per day for the job classification).
3. Sunday and Holiday Overtime - all overtime work on Sundays and holidays will be compensated at two (2) times the employee's regular rate of pay (daily rate divided by the number of hours per day for the job classification).
4. No employee shall be required to work on weekends (unless part of the employee's standard work week) or holidays except on a voluntary basis, or in an emergency situation as determined by administration.

5. If a non-school function is going on in the building Monday through Friday after school hours requiring clean up, the clean up should be offered at overtime. Custodians should not be pulled off normal duties to do said clean up for non-school functions.
6. The overtime list will be posted in the boiler room.

D. Minimum Call-Out Time:

Any employee called out for an emergency situation occurring during a normal non-duty time shall be entitled to a minimum of two (2) hour pay at one and one-half (1-1/2) times the employee's regular rate and at two (2) times the employee's regular rate on a Sunday or holiday. The employee's regular rate of pay shall be determined by dividing the employee's daily rate by the number of hours per day for the job classification.

E. Paid Holidays:

Each twelve-month employee shall be granted a day off with pay on the following holidays.

- |                                       |                            |
|---------------------------------------|----------------------------|
| 1. New Year's Day                     | 8. Columbus Day            |
| 2. Martin Luther King Day             | 9. Veterans Day            |
| 3. Lincoln's Birthday/President's Day | 10. Thanksgiving Day       |
| 4. Casimir Pulaski Day                | 11. Day after Thanksgiving |
| 5. Memorial Day                       | 12. Christmas Eve          |
| 6. Independence Day                   | 13. Christmas Day          |
| 7. Labor Day                          | 14. New Year's Eve         |

1. If a holiday falls on Saturday or Sunday, twelve month employees will be compensated one extra regular day's pay for that pay period.
2. Each hourly, nine (9) month employee will receive ten (10) paid holidays to be paid as follows: five (5) days pay during Winter Break and five (5) days pay during Spring Break.
3. Full-time twelve (12) month custodial employees shall be entitled to one (1) floating paid holiday.
4. All holidays listed above shall be observed as a paid day off. In the event of any change in holiday time off during the life of this contract, the Board shall obtain input from the Educational Support Staff so as to avoid possible conflicts in contractual agreement.

F. Unsafe or Hazardous Conditions:

The Board shall endeavor to provide a safe, hazard free environment in which to work and no employee shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If the employee becomes aware of a potentially unsafe or hazardous condition, the employee shall report this situation to his/her immediate supervisor who shall promptly investigate. No employee shall be required to enter a building alone or to be left alone in a building. If more than one person is needed for an emergency approval from his/her immediate supervisor is needed.

G. Pay Periods:

Salaries shall be paid a minimum of twenty-six (26) installments. The checks will be issued on Friday. Nine (9) month non-certified staff shall have the option of 18 or 26 pay periods.

H. Emergency School Closing:

Twelve month employees shall work four (4) hours or, at the employee's option, may take a sick day.

I. Night Shift Premium

A premium of \$600 will be paid to full-time employees working the afternoon/night shift.

J. Conferences and Workshops

After application to and with the approval of the Superintendent or his/her designee, support staff members at their option unless otherwise required by the Administration, shall be released with full pay to attend workshops, visit exemplary programs and participate in other job-related growth activities. The Employer shall cover all reasonable fees/tuition expense and travel costs, if any, for such job-related growth activities.

1. When available Employer may provide Professional Growth opportunities for all Educational Support Staff on day(s) when Teacher Institute(s) is/are scheduled.

K. In-School Discipline

The Employer will be responsible for the monitoring of any student serving an In-school Suspension. It shall not be the responsibility of the secretarial staff to provide monitoring of any student who is assigned to the office for this or any other disciplinary measures.

L. Assistance for Control and Discipline of Students

The employer shall support and assist Bargaining Unit Members with respect to the maintenance of control and discipline of students in the Bargaining Unit Member's assigned work area

Bargaining Unit Members may use such necessary means with a student to protect themselves, other employees, or another student from attack, physical abuse or injury, or to prevent damage to district property.

Student hearings shall be held at a time convenient for all parties involved. If held after work hours, the employee(s) necessary attendance for such hearings shall be reimbursed at their regular pay rate.

M. Assault on Employees

Any case of assault upon an Employee while at the work place shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to the Employee to advise the Employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the Employee in handling the incident by law enforcement and judicial authorities.

## ARTICLE VII

### LEAVES OF ABSENCE

#### A. Sick Leave:

1. Twelve-month employees shall be entitled to twelve (12) days sick leave at full pay each year. Unused sick leave shall accumulate to a maximum of two hundred thirty (230) days including the leave of the current year.

Nine-month employees shall be entitled to five (5) days sick leave at pro-rated pay each year. In addition, two extra days shall be considered for bereavement purposes only. These will not accumulate and will be used for immediate family only – spouse, grandparents, grandchildren, father, mother, sister, brother, children or stepchildren. Unused sick leave shall accumulate to a maximum of two hundred thirty (230) days including the leave of the current year.

2. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death. The Superintendent and/or his designee shall monitor the use of employee's sick leave.
3. After an absence of four (4) days for personal illness, the employee will be required by the School Board to furnish a physician's or a spiritual advisor's or practitioner's certificate of treatment as a basis for pay.
4. Pay to be equivalent to Employee's normal work day.

#### B. Personal Leave:

1. An employee shall be given two (2) personal leave days per year by the School Board.
2. The use of a personal day is subject to the following conditions:
  - a. Personal days may accumulate up to six (6) days, then may transfer to sick days.
  - b. No reason needs to be given if five (5) days prior notice is given.
  - c. With less than five (5) days notice, written reason must be given the immediate supervisor.
  - d. No days may be used immediately before or immediately after a holiday unless prior approval is granted by the administration.
  - e. Such personal leave may not be used in increments of less than one-half (1/2) day at a time.
  - f. Pay is to be equivalent to the employee's normal work day.

C. Maternity Leave

Employees of the district who work a minimum of 1000 hours in a calendar year and have worked for the district at least one (1) year prior, shall be eligible for maternity leave. A plan shall be submitted to the Superintendent which indicates the last expected working day of the employee and the expected date of return to service. The employee may use accumulated sick days for normal maternity disability purposes. An employee on maternity leave maintains all rights, benefits, and privileges as other employees. Upon completion of the commencement of the leave, the employee will resume the duty performed by him/her prior to the commencement of the leave.

D. Family/Child Care Leave

An employee wishing to remain home with a child after the expiration of a maternity leave and/or when all sick days have been exhausted, may request an unpaid child care leave. An employee wishing to remain at home with a newborn child or newly adopted child may request an unpaid child care leave once all sick days have been used. A plan shall be developed with the approval of the Superintendent, for presentation to the Board which will list the beginning and ending dates of the child care leave. Upon return from child care leave, the employee shall resume the duties performed by him/her prior to the commencement of child care leave.

An employee wishing to remain home with an immediate family member, (as defined in Article VII, Leaves of Absence, A. Sick Leave #1, Paragraph 2), may request an unpaid family care leave once all sick days have been used. A plan shall be developed, with the approval of the Superintendent, for presentation to the Board which will list the beginning and ending dates of the family care leave. Upon return from family care leave, the employee shall resume the duties performed by him/her prior to the commencement of family care leave.

E. Temporary Illness or Temporary Incapacity:

1. Temporary illness or temporary incapacity is defined by the School Board as follows:
2. Any illness or other capacity of ill-being which renders an employee physically and mentally unable to perform assigned duties. During the period of disability, the employee shall be entitled to use accumulated sick leave benefits. However, income received from other sources (worker's compensation, employer paid insurance programs, etc.) shall be deducted from the Employer's compensation liability to the employee, where the Employer contributed any monies to the plan or program upon which disability provides benefits. When income from other than Employer's funds is received by the employee due to his/her temporary disability, the Employer shall be only responsible for the remaining salary owed the employee. The intent of the Employer is that in no case shall the employee who is temporarily disabled receive more than 100 percent of his/her gross salary.
3. If an employee who is temporarily disabled received no Employer funds, no sick leave benefits will be deducted. If an employee who is temporarily disabled receives Employer funds, sick leave benefits will be deducted on a pro-rata basis.

4. Those insurance plans privately purchased by the employee to which the Employer does not contribute, are not applicable to this policy.
5. After ninety (90) consecutive school days in a school term of temporary illness or incapacity, such disability shall be considered a permanent disability. Once the time period for temporary illness or temporary incapacity has been exhausted, the School Board may begin dismissal proceedings subject to the provisions of The School Code of Illinois.

F. Paid Vacation Leave/12 Month Employees:

1. After a year of continuous employment, all 12 month employees shall be eligible for a vacation on the basis of complete fiscal quarter years worked.
2. After a year of continuous employment, year-round employees shall be eligible for a vacation on the following basis:
3. After 1 year continuous employment - 10 working days  
5 years continuous employment - 15 working days  
10 years continuous employment - 18 working days  
15 years continuous employment - 20 working days  
20 years continuous employment - 25 working days  
After 25 years continuous employment - 1 day per year of service
4. One week of vacation time earned in a fiscal year may be carried over to the next fiscal year provided the request to reserve this time is submitted prior to June 1<sup>st</sup> of the current year or the employee may receive the cash equivalent for the unused time. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination provided they have been in the employ of the school system for one year. Vacation remuneration shall be paid only when the employment is terminated by action of the School Board or by a two week notice in writing by the employee.
5. Requests for vacations shall be submitted to the administrator to whom the employee is responsible and must be approved by the Superintendent. Vacations shall be taken at the employee's discretion with every effort made to meet the desires of the employee and the needs of the school system pending approval by the Superintendent or the Superintendent's designee. The Superintendent shall keep a record of vacations earned and the dates taken.
6. Vacation time for all non-salaried 12 month employees shall be pro-rated according to number of hours worked during the previous fiscal year when the vacation time is earned.

G.. Jury Duty Leave:

An employee called for jury duty shall be excused from his/her regularly assigned duties. He/she shall be paid in accordance with current school board policy.

#### H. Sick Leave Bank:

A sick leave bank shall be established to provide sick leave benefits to employees who incur a prolonged illness or injury. Any bargaining unit employee may be a member of the sick leave bank. Each member enrolling in the bank shall donate one (1) day sick leave per year to the bank until the bank has fifty (50) days. Additional day(s) will be donated anytime the bank falls below fifty (50) days.

A member withdrawing from membership in the bank shall not have any contributed days refunded. Membership in the bank is automatically terminated upon effective dates of resignation, retirement, dismissal or a leave of absence. Employees rejoining the staff will be assessed only the current year's donated day(s), if any.

The first twenty (20) days of absence shall not be covered by the bank, but must be covered by the member's own accumulated sick leave, or absence without pay. A member shall not be eligible to draw on the bank until the member has depleted all accumulated sick leave days. Following the 20th day of absence, or the expenditure of accumulated leave days as indicated above, whichever is later, a member may apply for use of the sick leave bank.

A maximum of twenty-five (25) days may be used during any one school year by any member for a single illness or injury. Such days of absence need not be continuous. No member shall draw upon the sick leave bank in two (2) successive years unless he/she shall render service for at least fifty (50) school days prior to the drawing from the bank the second year.

Members withdrawing such leave days from the bank shall not be required to repay those days. A member shall be entitled to draw from the bank provided that the member is personally ill or injured, or submits a physician's certificate that the member's attendance is necessary during the illness of a member of the immediate family as defined in The School Code of Illinois. Members on workman's compensation shall not be eligible for sick bank coverage.

Applications for sick bank coverage are to be submitted for review to a special committee, comprised of three (3) members selected by the Marseilles ESP Association IEA-NEA and two (2) members selected by the Superintendent or his/her designee. Applications shall state the cause for the absence and expected dates of the leave. The application shall be accompanied by a note from the attending physician which clearly confirms the illness and expected recovery period. The committee may demand a second evaluation by another physician before determining the status of the application. The committee shall be responsible for authenticating the claim of illness or injury as well as ascertaining the eligibility of the members to draw on the bank. The committee shall make recommendations to the Board of Education regarding sick bank applications. The decision of the Board of Education shall be final and not subject to the grievance procedure.

The bank shall be administered by the committee.

## ARTICLE VIII

### EVALUATION

#### Evaluation

- A. The supervision of every employee shall include continuing informal evaluation and constructive suggestions toward improvement of performance.
- B. In addition to the continuing informal evaluation, there shall be a formal evaluation procedure with all observations completed by the evaluator/evaluators and with prior full knowledge of the time when the employee will be evaluated. At the time of discussion of evaluation, all written observations on employee's evaluation shall be presented to the employee.
- C. The purposes of the formal evaluation are:
1. assessment of performance for retention, reassignment, promotion;
  2. improvement of performance through constructive suggestions which will help the employee realize his or her full potential;
  3. maintaining in each employee's personnel record a report of his or her performance in the School District. The employee may respond with a written statement which shall be attached to his/her record.
- D. Employees on Annual Contract  
The supervisor of each twelve month and school year employee will complete, at least annually, a performance report for the employee for his or her job category using an evaluation form designed for the job category as per job description. A copy of the report shall be given to the employee within ten (10) days of the evaluation and discussed with him or her within ten (10) days of the employee receiving his/her copy of the evaluation report. The original shall be signed as being seen by the employee and filed with the Superintendent.
1. The Superintendent shall see that all employees have current, up to date job descriptions on an annual basis, and provide the Association with a copy of the job descriptions. Employees shall have input and be a part of the development of job descriptions.
- E. Hourly Employees  
The supervisor of each hourly employee will complete, at least annually, a performance report for the employee's record.
- A copy of the report shall be given to the employee within ten (10) days of the evaluation and discussed with him or her within ten (10) days of the employee receiving her copy of the evaluation report. The original shall be signed by the employee and filed with the Superintendent.

## ARTICLE IX

### SUB-CONTRACTING

A. Sub-Contracting:

The Employer will not sub-contract, transfer or assign, in whole or in part, any worker services unless the skills needed to perform this work or these services are unavailable or cannot be obtained in a reasonable time by Bargaining Unit members. The Bargaining Unit does welcome PTA, VIP, and other such volunteer programs to assist in work as requested in the District.

The District shall not accept (volunteers) to replace paid for bargaining unit positions.

## ARTICLE X

### REDUCTION IN FORCE

#### A. Reduction in Force:

1. The School Board reserves the right to remove or dismiss employees, when in its judgment the best interest of the District shall be served by decreasing the number of employees employed by the Board, or to discontinue some particular type of educational support service.
2. A written notice may be given the employee by registered mail, return receipt requested, at least thirty (30) days before the end of the school term together with a statement of honorable dismissal and the reason for the honorable dismissal, or a School District representative may hand deliver a dismissal notice at least thirty (30) days before the end of the school term.
3. The full-time employee with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first except that this provision shall not impair the operation of any affirmative action program in the District, regardless of whether it exists by operation of law or is conducted on a voluntary basis by the Board. 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 becoming available within a specific category of position shall be offered to the employees removed or dismissed from the category of position, so far as they are qualified to hold the positions and that they have received a satisfactory evaluation.
  - a. At the time of reinstatement, the bargaining unit member will regain their seniority previously earned. (No seniority will be accrued during the time of unemployment by the District.)
4. When employees are removed or dismissed by the Board, the Employees shall be paid all earned compensation on or before the next regularly scheduled pay period.

## ARTICLE XI

### NO STRIKE/NO LOCKOUT

- A. During the life of this agreement the Association will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slow down of any kind for any reason, or honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations.

The Employer agrees that it will not lock out its Employees during the term of this agreement.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### A. Definitions

A grievance shall be any claim by an Employee, a group of Employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

#### B. Time Limits

All time limits consist of days during which the District Office is officially open for business.

#### C. Procedures

The Parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

1. Step I - the grievant may present the grievance in writing to the immediately involved supervisor within thirty (30) days after the event giving rise to the grievance unless the violation is of a continuing nature. Within five (5) days of the receipt of the grievance, the immediately involved supervisor will arrange for a meeting involving the grievant, the Association Representative and the supervisor. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response including the reasons for the decision.
2. Step II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or his/her designee within fifteen (15) days after receipt of the Step I response. The Superintendent shall arrange for a meeting involving the grievant, the Association Representative and the Superintendent to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response including the reasons for the decision.
3. Step III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may within fifteen (15) days submit the grievance to the Board by filing a copy with the President of the Board and the Superintendent or his/her designee. If the grievance is submitted to the Board, the Board at its next regularly scheduled meeting, or a special meeting called for this purpose, shall meet with the grievant, the Association and the Superintendent or his/her designee to review such grievance in executive session. The disposition of the Board shall be made to the Association within five (5) days of the meeting.

4. Step IV - If the Association is not satisfied with the disposition of the grievance by the Board, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of Step III answer, then the grievance shall be deemed withdrawn.

D. Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

E. Class Grievance

Class grievances involving one or more Employees or one or more supervisors and grievances involving an Administrator above the building level may be initially filed by the Association at Step II.

F. No Reprisals

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation in or refusal to participate in a grievance.

G. Released Time

Should the investigation or processing of any grievance require that an Employee or Association representative be released from their regular assignment, the Employee and/or Association representative shall be released without loss of pay or benefits.

H. Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the Employee.

I. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing a precedent.

J. No Written Response

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.

K. Costs

The fees and the expenses of the arbitrator shall be shared equally by the parties.

L. Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

M. Streamlined Arbitration

At the request of the grievant or the Association the Streamlined Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

N. Settlement

By mutual agreement, a grievance may be settled at any step without establishing a precedent.

## ARTICLE XIII

### ECONOMIC BENEFITS

#### A. Early Retirement Incentive:

Any 12 Month Employee who retires shall be granted an Early Retirement Incentive at the rate of \$90 per year of service as a District 150/155 Employee to a maximum of \$2,500, provided that the Employee is at least fifty-five (55) years of age at retirement, and has completed at least ten (10) consecutive years of service as an employee in District 150/155. An Employee who wishes to receive the Early Retirement Incentive must submit the request in writing to the Board of Education a minimum of three (3) months prior to retirement date.

#### B. Illinois Municipal Retirement Fund Contributions:

From the established salary of each qualified employee, according to the authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the School Board shall shelter the employee's Illinois Municipal Retirement Fund contribution. This shall be in accordance with current IRS guidelines.

#### C. Insurance:

1. Health Insurance
  - a. Full-time twelve (12) month employee individual health insurance coverage will be paid by the Board for the 2004-05, 2005-06, 2006-07, 2007-08, and 2008-09 school years.
2. Life Insurance
  - a. Full-time twelve (12) month employee individual employee life insurance of \$37,500 will be paid by the Board for 2004-05, 2005-06, 2006-07, 2007-08, and 2008-09 school years.
3. Dental
  - a. Full-time twelve (12) month employee individual employee dental insurance coverage will be paid by the Board for the 2004-05, 2005-06, 2006-07, 2007-08, and 2008-09 school years.
4. Physicals
  - a. The Board will reimburse the Employee to a maximum cost of \$60 per physical, after sixty (60) days of service provided that the employee is still employed by District #150.
5. Vision
  - a. An option to purchase vision insurance for all covered employees is available with payment to be made by the employee.

All full time, school year, active employees who work at least 30 hours per week may elect coverage at their own expense.

6. Non-certified staff shall have a representative with voting rights on the insurance committee, which makes recommendations to the Board of Education.

## ARTICLE XIV

### EFFECT OF AGREEMENT

A. Complete Understanding:

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

B. Contractual Amendments:

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

C. Savings Clause:

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall be continued in full force and effect.

ARTICLE XV

DURATION OF AGREEMENT

- A. This Agreement shall be effective on the first Employee work day of the 2004-2005 school term and shall continue in effect until 11:59 p.m. on the day preceding the first Employee work day of the 2008-2009 school term.

	<u>EDUCATION ASSOCIATION</u>	<u>BOARD OF EDUCATION</u>
BY	_____	BY _____
	PRESIDENT	PRESIDENT
BY	_____	BY _____
	SECRETARY	SECRETARY
BY	_____	
	CHAIRPERSON, NEGOTIATING COMMITTEE	

This Agreement is signed this 21<sup>st</sup> day of June, 2004

Agreement is a five (5) year contract:

- 1st year beginning July 1, 2004 and ending June 30, 2005
- 2nd year beginning July 1, 2005 and ending June 30, 2006
- 3rd year beginning July 1, 2006 and ending June 30, 2007
- 4th year beginning July 1, 2007 and ending June 30, 2008
- 5th year beginning July 1, 2008 and ending June 30, 2009

Salary increases:

- 1st year at 6%
- 2nd year at 3%
- 3rd year at 3%
- 4th year at 3%
- 5th year at 3%

## APPENDIX I

Wage increase for 2004-2005 will be 6%.  
Wage increase for 2005-2006 will be 3%.  
Wage increase for 2006-2007 will be 3%.  
Wage increase for 2007-2008 will be 3%.  
Wage increase for 2008-2009 will be 3%.

### Teacher Aides Step Program

Teacher Aides with the following years experience will be paid extra:

15 or more years	- .75/hr.
10 or more years	- .60/hr.
7 to 10 years	- .45/hr.
5 to 7 years	- .30/hr.
3 to 5 years	- .15/hr.

This contract is retroactive to July 1, 2004.

