

ACTION ITEM

Date: April 28, 2015

To: Raymond E. Lechner, PhD, Superintendent

From: Margaret E. Clauson, EdD, Assistant Superintendent

Subject: 2012-2020 Support Council of District 39 Collective Bargaining Agreement

PROPOSED ACTION BY THE BOARD OF EDUCATION

Motion to approve the 2012-2020 Contractual Agreement between the District 39 Board of Education and Support Council of District 39.

BACKGROUND

Throughout February and March, the Board and Support Staff Union engaged in discussion of a contract extension. The SSU voted April 9th to ratify the contract. The agreement is now brought to the Board for approval.

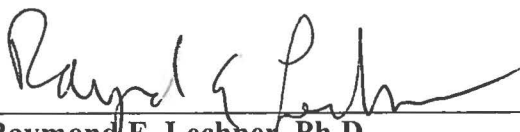
Highlights of the agreement include:

- Four year extension of the existing contract
- Market adjustment in 2016-17
- Annual salary increases equal to the Consumer Price Index (CPI) for 2017-2020 with a floor of 2% and ceiling of 4%
- Longevity adjustments
- Restructured technology stipends tied to specific skill attainment

All of the parties involved are to be commended for the manner in which we worked together to negotiate an agreement that fits within the District's financial position and limited resources.

MEC/bb

Recommended for approval by the Board of Education



Raymond E. Lechner, Ph.D.
Superintendent of Schools

A G R E E M E N T

BETWEEN THE

**BOARD OF EDUCATION,
SCHOOL DISTRICT 39
Cook County, Illinois**

AND THE

**SUPPORT COUNCIL OF DISTRICT 39 WILMETTE
LOCAL 1274, IFT/AFT**

2012-2020

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ARTICLE I — RECOGNITION OF THE UNION

SECTION 1 — RECOGNITION

The Board of Education of Wilmette School District No. 39, Wilmette, Illinois, hereinafter referred to as the "Board", hereby recognizes the Support Council of District 39, Wilmette, Local 1274, IFT/AFT, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative with respect to wages, hours, and terms and conditions of employment for all educational support personnel, excluding the Superintendent's secretary, the secretary to the Administrator for Human Resources, the payroll clerk, the personnel secretary, the controller, the transportation supervisor, the supervisor of maintenance and custodial services, the Director of Technology and Media Services, the Network Manager, Accounts Receivable and Benefits Coordinator, and any administrative, managerial, supervisory, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act.

SECTION 2 — DEFINITION OF EMPLOYEE

The term "employee" as used in this Agreement shall refer to any member of the bargaining unit described in Article I.1 above, except when qualified as follows:

- A. A full-time employee shall be defined as an employee who works thirty (30) hours or more per week.
- B. A part-time employee shall be defined as an employee who works less than thirty (30) hours per week.
- C. A partial-year employee shall be defined as a 10-month or 12-month employee hired after December 15th.
- D. An "exempt" employee refers to an employee's status under the Fair Labor Standards Act. Such exempt status falls under the "learned professional" exemption and such salaried employees are exempt from overtime provisions of this contract.

ARTICLE II — BOARD RIGHTS

The Board of Education, on behalf of the electors of the District, retains and reserves the ultimate responsibility for proper management of the District as conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, The School Code of Illinois, and all other applicable laws and regulations subject to the terms of this Agreement.

ARTICLE III — EMPLOYEES' NON-SCHOOL WORK ACTIVITIES

Neither the Board nor the administration shall make regulations that restrict an employee's non-school work activities except where such non-school work activities could be reasonably expected to have an adverse effect on the ability of the employee to fulfill his/her responsibilities as an employee of the district.

ARTICLE IV — UNION RIGHTS

SECTION 1 — USE OF BUILDINGS

The Union shall have the right to use school buildings for Union meetings provided such meetings do not interfere with the operation of the District. The Union shall schedule such meetings with the principal of the building or other appropriate administrator at least twenty-four (24) hours in advance of such meetings and reimburse the District for any damage which occurs as a result of such use.

SECTION 2 — USE OF EQUIPMENT

The Union President or designee shall not be arbitrarily denied the right to use, on site, computers, typewriters, telephones (for local calls), A.V. equipment, copiers, and other office equipment. Requests for approval to use a designated item of equipment shall be made to the administrator responsible for such equipment. The Union shall reimburse the Board for the reasonable cost of use of supplies and the cost of any repairs incident to such use, if requested by the Board. Space shall be provided in the Educational Services Center for two (2) file cabinets to be furnished by the Union.

SECTION 3 — DISTRIBUTION OF UNION MATERIAL

The Board shall provide the Union with bulletin board space in each building for the posting of its materials. The Union shall have the right to communicate with members of the bargaining unit by means of employee mailboxes and inter-school mail, and email, provided the Union shall pay any fees or charges required by the United States Postal Service or other agency mandated by law to do so.

SECTION 4 — DISTRICT DIRECTORY

The names of Union officers and building representatives shall be listed in the District 39 Personnel Directory. Each employee shall receive an electronic copy of the Directory; however, bus drivers, cafeteria employees, and custodians shall automatically receive a paper copy. Paper copies shall be available to all employees upon request. If different from the prior year, the President of the Union or designee shall provide the names of Union officers to the Superintendent or designee no later than the first week of school.

SECTION 5 — COPY OF AGREEMENT

The Union shall provide the Board with a proofed copy of this Agreement. The Board, at its expense, shall provide all new employees with a copy of this Agreement at the time they are hired. The Union, at its expense, shall provide all other bargaining unit employees with a copy of this Agreement within thirty (30) days of ratification of the Agreement. The parties shall share the cost of printing the Agreement.

SECTION 6 — UNION DUES DEDUCTION

The Board, upon receipt of a written authorization from an employee covered by this Agreement, shall deduct twice each month from October through June the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made in accordance with the terms set forth in the authorization currently in use. The Union shall hold the Board harmless for all dues deductions made pursuant to this Section, provided the Board shall comply therewith.

SECTION 7 — COPE DEDUCTION

The Board, upon the receipt of a written authorization from an employee, shall deduct the authorized amount of an employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) working days after the payday from which such deduction is made.

SECTION 8 — LIST OF EMPLOYEES

The Union shall be supplied with a list of all bargaining unit employees no later than September 15 of the current year. Such list shall include each employee's home address. The names and addresses of new employees shall be given to the Union President or designee within five (5) business days following Board action.

SECTION 9 — AVAILABILITY OF FINANCIAL DATA

Upon request, the Union shall be supplied public information concerning the financial position of the District, including a copy of the current annual audit report, monthly financial statements and the tentative and final budgets. Where access to such documents is available through the District website, notification of such with an electronic link will meet this requirement.

SECTION 10 — BOARD POLICIES

The Board shall make available on the website or in hard copy its official policies, rules, regulations, and handbooks, and all subsequent additions, deletions, and amendments to the Union President or designee at such time as they become available. When amendments are made to these items on the website, the Union shall be notified of such in writing or via email.

SECTION 11 — BOARD AGENDA

The Board shall notify the Union President or designee when the agenda and the Board meeting packet are posted to the website for any regular or special meeting of the Board, including committee meetings. A notification of the minutes of such meeting shall likewise be emailed to the Union President, or designee, promptly following their approval by the Board. In addition, the personnel report of the Board meeting shall be emailed to the executive officers of the Union each month.

SECTION 12 — PARTICIPATION AT BOARD MEETINGS

The Union President or designee shall have the right to address the Board at the scheduled intervals reserved on the agenda for comments by persons attending the meeting.

SECTION 13 — UNION/MANAGEMENT MEETINGS

The Union President and Vice President, or their designees, shall have the right to meet quarterly with the Superintendent, or designee, to discuss any matters of concern. The Superintendent, or designee, shall have a reciprocal right to request a meeting with the Union President and Vice President, or their designees, to discuss any matters of concern. Either party may request to be furnished with the items which are proposed for discussion at such meeting.

Except by mutual agreement, such discussions shall not include any pending grievance or matters currently being negotiated by the parties. It is further stipulated that the meeting of Union/Administrators pursuant to this Article shall be for informational purposes only and shall not constitute collective bargaining negotiations within the meaning of the Illinois Educational Labor Relations Act.

SECTION 14 — UNION LEAVE

The Union shall be entitled to an annual (fiscal year) total of ten (10) work days of Union leave, without loss of pay or other leave days, for the purpose of conducting Union business, provided no more than three (3) employees shall be absent for such purpose on the same date and the Union reimburses the District for the cost of substitutes for any days in excess of eight (8) if substitutes are hired for such days. The Union President shall notify the Superintendent, or designee, three (3) workdays prior to the use of any such days. Unused Union leave shall not accumulate from year to year. Union leave may be taken in one-half (1/2) day increments. Special consideration will be given in negotiations years to expand the number of Union leave days to afford night shift employees an opportunity to participate on the Union bargaining team.

SECTION 15 — FAIR SHARE

All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs and services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union provided, however, that:

- A. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and
- B. The Union has annually certified in writing to the Board (1) the amount of such fair share fee and (2) the fact that the notice required in (A) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information, as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of employees to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

Should an employee file an objection with the IELRB as to the amount of the fair share fee, the Board shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. The Board shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member employee asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE V — PERSONNEL FILES

SECTION 1 — PERSONNEL FILE

Only one official personnel file shall be maintained by the Board. However, all documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel file of the employee.

SECTION 2 — RIGHT OF ACCESS

Upon written request, each employee shall have reasonable access, for examination purposes, to all of the material in his/her personnel file, with the exception of any records exempted from inspection under the Personnel Record Review Act (820 ILCS 40/1 et seq.) (e.g. letters of reference, information of a personal nature about another person, records relevant to any pending claim between the employee and the District, etc.). The examination of the personnel file shall occur during normal business hours, provided that such request is made at least one (1) hour prior to the close of normal business hours. Otherwise, the examination shall occur on the next regular business day. The employee may be accompanied on such examination by a representative of the Union and such examination shall be conducted in the presence of a designated employee of the Board.

SECTION 3 — PLACEMENT OF MATERIAL IN FILE

Any material placed in the file shall be signed and dated, and a copy shall be given to the employee. Upon request, the employee shall acknowledge the receipt of such copy.

SECTION 4 — RIGHT OF COPY

Each employee shall have the right to be furnished with a copy of any or all file material, exclusive of confidential material exempted under the Personnel Record Review Act (see Section 2 of this Article) within three (3) working days of receipt of written request. The Board may charge a fee for copies limited to the actual cost of duplication.

SECTION 5 — RIGHT OF ATTACHMENT

Each employee shall have the right to add dissenting or explanatory material attached to any document on file with a note to "see attached material" on the original document, provided such shall be filed within twenty (20) working days of the employee's receipt of the original material.

SECTION 6 — PRIVACY OF MATERIALS IN FILE

Neither an employee's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the employee; provided, however, such file shall be available to the Board and its agents, appropriate administrators or, as may be required by law, any court or other hearing.

SECTION 7 — REMOVAL OF MATERIAL FROM THE FILE

No employee or administrator shall remove any material from the employee's file, except by mutual consent.

ARTICLE VI — SENIORITY

SECTION 1 — SENIORITY DEFINED

- A. Seniority shall be defined as the length of continuous service as an employee covered by this Agreement and shall accrue from the beginning of the month in which employment begins.
- B. Continuous service shall be interrupted by resignation, retirement or termination.
- C. Full-time employees receive one (1) seniority credit per year.
- D. Beginning August 1, 2010, part-time employees receive pro-rated seniority credit based upon hours, days, and/or weeks worked in the year.
- E. Part-time employees will earn one (1) seniority credit per year for any years worked prior to August 1, 2010.
- F. Partial year employees shall accrue seniority points on a prorated basis for the initial year.
- G. Proration for purposes of seniority shall be based up the number of hours contracted to work in a year divided by the number of full time hours that would be worked in the same position in a year. (For example, if a part week 10 month employee is contracted to work 540 hours in a work year, and the same position full time would work 1380 hours in a work year, the prorated seniority credit would be $540/1380=.4$)
- H. If total years of seniority referred to in Section 1 are equal between two (2) or more employees in a category, then seniority shall be determined by total service with the District in any capacity.
- I. If total years of service referred to in Section H. are equal between two (2) or more employees, then seniority shall be determined by lot witnessed by the Union president and the administration at the time that annual seniority lists are published. The affected employees shall retain the seniority ranking determined by lot on all subsequent seniority lists.
- J. Seniority shall not accrue during any unpaid approved leave of absence of thirty (30) consecutive employment days or more with the exception of approved paid or unpaid FMLA leave. Employees who are transferred to District positions outside of the bargaining unit and who are later transferred back to the bargaining unit shall have their seniority computed on the basis of time previously worked in positions covered by this Agreement.

- K. Seniority shall accrue during a paid leave of absence, including any job related disability/injury which results in worker's compensation benefit payments during such leave from work.

SECTION 2 — CATEGORIES OF EMPLOYEES

All employees covered by this Agreement shall be divided into fifteen (15) categories: (1) building and other ten-month secretarial and clerical staff; (2) twelve-month secretarial and clerical staff; (3) nursing staff; (4) paraprofessional staff; (5) cafeteria staff; (6) custodians; (7) maintenance staff; (8) tech 1 employees; (9) tech 2 employees; (10) tech 3 employees; (11) tech 4 employees; (12) stationary engineer; (13) HVAC/electrical; (14) occupational therapists; and (15) physical therapists. An employee who moves from one category to another shall not suffer a loss in seniority.

SECTION 3 — SENIORITY LISTS

The Board shall furnish the Union with annual seniority lists by February 1, and such lists shall show the names of employees in order of their District seniority, categorized by position.

SECTION 4 — EFFECT OF SENIORITY

If there is a reduction in force due to a decrease in the number of employees or the discontinuance of a type of service covered by this Agreement, the least senior employee(s) within the affected category(ies) described in Section 2 shall be laid off first.

SECTION 5— REDUCTION-IN-FORCE AND RECALL RIGHTS

Any employee who is to be dismissed or is subject to a reduction in hours as a result of the decision of the Board to reduce the number of employees or discontinue some particular type of educational support service shall be given written notice by certified mail, return receipt requested, at least thirty (30) days before the last day of student attendance, together with a statement of honorable dismissal and the reason therefore. If a reduction in hours, however, is due to an unforeseen reduction in the student population, then the written notice must be mailed and given to the employee at least five (5) days before the hours are reduced, with the exception of paraprofessionals who shall be given ten (10) days notice. Employees with the least amount of seniority credit within the affected category or categories as described in Section 2 of this Article shall be dismissed first.

Partial year employees in their initial year of hire shall not receive honorable dismissal or recall rights if they are subject to a reduction-in-force, but they shall receive notice of non-renewal within the timelines established above.

Changes in paraprofessional hours within the work day ranges shown in Article XIV shall not be deemed a reduction in hours for the purpose of honorable dismissal rights.

Employees receiving written notice of dismissal for reduction in force in a position covered by this Agreement shall have a right of recall if a vacancy or a newly created position occurs within the employees' specific category of employment, or any other category of employment for which such employees are qualified to perform, within one (1) calendar year from the beginning of the following school term. Recall shall be in inverse order of reduction in force. To be eligible for recall, the honorably dismissed employee must provide the Board, prior to the last day of employment, with written notification of the address where the employee may be reached. The employee must notify the Board, in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period.

Any employee who fails to notify the Board of his/her acceptance or rejection of a tendered position within the time lines set forth above shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. Any recalled employee shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the employee did not work shall not be counted towards seniority.

SECTION 6—RE-EMPLOYMENT WITHIN ONE YEAR

In the event the School District decides to “re-employ” a former employee, the following benefits will apply to the employee when the separation has been one (1) year or less.

- A. The employee’s starting pay will be the higher of either the employee’s last hourly rate or the current starting rate for the position the employee has been hired into.
- B. Any accumulated sick or personal days the employee had upon separation which had not been reported to IMRF shall be reinstated.
- C. In accordance with Section 1.B. of this Article, upon re-employment, seniority shall begin anew.

ARTICLE VII — JOB DESCRIPTION & EVALUATION PROCEDURES

SECTION 1 — JOB DESCRIPTION

The Superintendent or designee shall develop a job description for each position covered by this Agreement. Upon the written request of an employee, the employee's immediate supervisor shall meet with the employee to review such employee's job description to determine whether or not the job description needs to be changed to properly reflect current job responsibilities. The employee's request shall include proposed amendments together with appropriate rationale. Each employee shall receive a copy of his/her job description and all amendments.

No job description shall be in working draft form for more than six (6) months before becoming finalized. Upon request, the Union President or designee shall be provided with copies of current job descriptions for all support staff positions included in the bargaining unit on an annual basis. Copies of job descriptions for all newly created positions shall be provided to the Union President sufficiently in advance of posting so as to allow for reasonable Union review and input.

SECTION 2 — EVALUATION SCHEDULE AND CONFERENCE

Each employee shall be given a performance evaluation in writing at least once per year during his/her first four (4) years in the District, such evaluation to be completed no later than March 31 of each year. After four (4) years in the District, each employee shall be given a performance evaluation in writing at least once every two (2) years, such evaluation to be completed no later than May 1 of that year. Within fourteen (14) calendar days following the evaluation, the evaluator shall have a meeting with the employee to discuss the evaluation.

SECTION 3 — EVALUATION RECEIPT AND SIGNATURE

The evaluator shall furnish the employee with a copy of the written evaluation. Both the evaluator and the employee shall date and sign all copies of the written evaluation. The signature of the employee shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the employee is in receipt of a copy of the written evaluation.

SECTION 4 — EVALUATION REBUTTAL

If the employee feels his/her formal written evaluation is incomplete, inaccurate or unjust, the employee may put his/her objections in writing within twenty (20) working days after receipt of said evaluation. Both the employee and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

SECTION 5 — PERSONNEL FILE COPY

A copy of all written evaluations and any written objections shall be placed in the employee's official personnel file.

SECTION 6 — REPORTING CHILD ABUSE

All educational support employees acknowledge that they are mandated reporters under the Abused and Neglected Child Care Reporting Act, 325 ILCS 5/1 et seq. Accordingly, all new employees, as well as employees performing work under this Agreement, shall sign a statement on a form supplied by the District indicating his/her knowledge and understanding of the reporting requirements of the Act, provided that the District first provide them with a clear written statement of their duties and responsibilities as mandated reporters under the Act.

ARTICLE VIII — GRIEVANCE PROCEDURE

SECTION 1 — DEFINITION

Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

SECTION 2 — GRIEVANCE PROCESS

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to resolve the issue, a grievance may be processed as follows:

Step 1 — Supervisor Level:

The employee and/or Union shall present the grievance in writing to the immediately involved supervisor. The grievance shall set forth the facts in the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Such grievance shall be filed within twenty-five (25) days of the occurrence giving rise to the grievance, or within twenty-five (25) days of the date the grievant should reasonably have known of such occurrence, whichever is later. Within ten (10) days thereafter, a meeting shall be held at a time mutually agreed to by the parties concerned. Within ten (10) days after such meeting, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the grievant. If the Union is not the grievant, a copy of the decision shall be sent to the Union.

Step 2 — Superintendent Level:

If the grievance is not resolved at Step 1, the employee and/or the Union may refer the grievance in writing to the Superintendent or designee within ten (10) days after the receipt of the Step 1 answer. Within ten (10) days thereafter, a meeting shall be held at a time mutually agreed to by the parties concerned. Within ten (10) days after such meeting, the Superintendent or designee shall communicate his/her decision in writing, together with the supporting reasons, to the grievant. If the Union is not the grievant, a copy of the decision shall be sent to the Union.

Step 3 — Arbitration:

If the Union is not satisfied with the decision at the Second Step, the Union may refer the grievance to binding arbitration within thirty (30) days after the decision has been provided at the Second Step. The American Arbitration Association shall act as the administrator of the proceedings. The arbitration hearing shall be scheduled at a time and place, which shall afford a fair, and reasonable opportunity for all persons entitled to be present to attend. The arbitrator shall submit his/her decision in writing which shall be final and binding on the parties. The fees of the arbitrator and the American Arbitration Association shall be shared equally by the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union.

SECTION 3 – TIME LIMITS

- A. The term "days" as used herein shall mean days on which the District Business Office is open.
- B. The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next step.
- C. Time limits may be extended by mutual agreement.

SECTION 4 — GENERAL PROVISIONS

- A. Meetings, conferences and hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as feasible, after work hours. When such meetings, conferences and hearings are held during work hours, all employees whose presence is required shall be excused from work to the extent required for that purpose without loss of pay or benefits.
- B. No employee shall be required to meet with an Administrator at any stage of the grievance procedure without Union representation.
- C. The parties may by mutual agreement agree to bypass any step of the grievance procedure.
- D. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

- E. Employees shall be free to lodge and to persevere in a grievance without interference or penalty.
- F. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, of any hearing and of the resolution of the grievance at any level. However, in no event shall the grievance be resolved in a manner inconsistent with the terms of this Agreement.

ARTICLE IX — DISCIPLINARY ACTION

SECTION 1 — DISCIPLINARY NOTICE

No employee covered by this Agreement shall be disciplined by written reprimand or unpaid suspension without being given the reasons for such discipline in writing. Email shall not be used to knowingly conduct an interview of the employee or other potential bargaining unit witnesses regarding alleged matters that could result in discipline.

SECTION 2 — DISCIPLINARY APPEARANCE

When an employee is required to appear before the Board or any administrator at a meeting which might reasonably lead to disciplinary action, the employee and the Union President or designee shall be given reasonable advance written notice of such meeting advising the employee that he/she is entitled to have a representative of the Union present. In emergency circumstances, such advance notice may be given orally to the employee and the Union President or designee.

SECTION 3 — DISCIPLINARY PROCEDURE

Following an initial sixty (60) work day probationary period, or an additional thirty (30) work day extension of the period, employees shall not be suspended, demoted or dismissed without just cause. If a probationary period will be extended, the employee will be informed in writing with the sixty (60) work day evaluation attached. This provision does not apply to reductions in force.

ARTICLE X — VACANCIES AND ASSIGNMENTS

SECTION 1 — POSTING OF VACANCIES

If a vacancy occurs in a position covered by this Agreement as a result of a resignation, termination, promotion or new position, such vacancy shall be listed on the District website and posted in the building lounge and on a bulletin board near the time clocks in each building in the District for at least five (5) working days. Each vacancy notice shall contain a job description, the qualifications needed for the job, the hourly rate of pay, and a statement that new employees are required to pay fair share. The Union president, or designee, shall receive a copy of all vacancy notices.

SECTION 2 — APPLICATION PROCESS

Qualified employees may apply for a vacancy covered by this Agreement by submitting a written application to the Personnel Office in accordance with the time line established in the posted notice. Qualified candidates who apply for a vacancy shall be given an interview for the vacant position.

SECTION 3 — REASSIGNMENT

A. Involuntary Reassignment

Employees who are involuntarily reassigned shall be given notice of such change within a reasonable time period prior to the effective date of the change. An employee shall be granted a conference with his/her supervisor to discuss the reassignment if the affected employee requests it within five (5) days of the notification. If an employee is reassigned duties of a position that pays more than his/her former position on a permanent basis, such employee shall be paid at the higher rate of pay. If an employee is involuntarily reassigned to a position of lower compensation, for other than disciplinary reasons, such employee shall not suffer a reduction in his/her total compensation except when he/she is reassigned after a recall from a reduction-in-force.

B. Voluntary Reassignment

Employees who are given the opportunity for a voluntary reassignment shall be provided with the details of the new position in writing, including title, job description, hours of work, work place, and salary, prior to the change. The employee will be given an opportunity to review the information prior to accepting or declining the reassignment. An employee selecting a voluntary reassignment shall sign the written offer as acknowledgement that he or she understands the changes.

SECTION 4 — ACTING IN A HIGHER CLASSIFICATION

If an employee is assigned the duties of a position in a higher classification for ten (10) or more consecutive days on a temporary basis, such employee shall be paid an additional ten percent (10%) per hour during the period so assigned, retroactive to the first day so assigned. An employee shall not receive this additional ten percent (10%) pay for time replacing another employee who was on vacation.

SECTION 5 — NO DISCRIMINATION

All employees and applicants for positions are entitled to equal employment opportunity under the law. All personnel policies and practices, including compensation, benefits, promotion and discipline, will be conducted without regard for any individual's race, religion, sex, age, marital status, national origin, disability or veteran's status.

SECTION 6 — INTERNAL PROMOTIONS

An employee promoted to the position of Head Custodian shall receive an hourly rate increase such that the employee's overall annual increase will be a minimum of \$3,500.00 in the year of the promotion, or the contractual starting rate for Head Custodian, whichever is greater. This rate increase will be paid retroactively at the conclusion of the promotion probationary period.

An employee promoted to the position of Head Cook shall receive an hourly rate increase such that the employee's overall annual increase will be a minimum of \$2,500.00 in the year of the promotion, or the contractual starting rate for Head Cook, whichever is greater. This rate increase will be paid retroactively at the conclusion of the promotion probationary period.

The promotion probationary period shall be as follows: The District will provide a mentor to the newly promoted employee for the first ten (10) work days for training. The mentor will continue to be made available for assistance as needed during the first thirty (30) work days. At the end of the first thirty (30) work days the promoted employee will receive a preliminary evaluation from the direct supervisor. At the end of the first sixty (60) work days the promoted employee will receive a final evaluation from the direct supervisor. If the final evaluation is satisfactory, the promotion will be determined final. If the evaluation is unsatisfactory, the employee will return to the former position and salary with no penalty.

SECTION 7 — NOTICE OF ASSIGNMENT

Ten (10) month employees shall receive notice of their pay rate, hours, and work calendar at least two (2) weeks prior to the start of the school year.

Twelve (12) month employees shall receive notice of their pay rate, hours, and work calendar at least two (2) weeks prior to the start of the new pay year.

SECTION 8 — PARAPROFESSIONAL SERVING AS A SUBSTITUTE TEACHER

If a certified paraprofessional, including a certified building paraprofessional, or other employee who holds a valid teaching or substitute certificate is temporarily assigned to serve in the capacity of a substitute teacher for a full- or half-day, such employee shall receive a stipend of \$25.00 for each full day worked in such capacity. Paraprofessional employees working half-day (defined as three or four hours at the elementary schools and three or four periods at the middle school or junior high school) substitute teaching assignments shall receive a stipend of \$12.50 for each such half-day worked. Such stipends shall be in addition to the employee's daily compensation rate. If the District should increase its full- or part-time substitute rates, paraprofessional employees working in temporary, full- or half-day substitute teaching assignments would receive the revised substitute rate or their daily compensation rate plus the stipend, whichever is greater. This stipend does not apply to employees who assume supervision of a class for brief periods of time.

**SECTION 9 — PARAPROFESSIONAL SERVING AS A LONG-TERM
SUBSTITUTE TEACHER**

Paraprofessionals who are certified teachers and are assigned to a long-term substitute teacher position (20 consecutive days or more) shall receive a \$95.00 stipend per day in addition to their regular compensation.

SECTION 10 — EMPLOYEE ACTING AS DIRECTOR OF TRANSPORTATION

An employee who is temporarily assigned to substitute for the Director of Transportation shall receive a stipend of \$85.00 per day for each day worked in such capacity. Such stipend shall be in addition to the employee's daily compensation rate.

SECTION 11—NURSE'S SUBSTITUTE RATE

Part-time nurses who substitute for other nursing staff when they would otherwise not be working shall be compensated at their regular hourly rate for substitution.

ARTICLE XI — LEAVES

SECTION 1 — SICK LEAVE

Beginning in the 2012-2013 school year, during the first year of employment, each employee shall, without deduction in pay, be entitled to ten (10) days of sick leave for the year, prorated for partial year of service. After the initial year of employment, each employee shall, without deduction in pay, be entitled to fifteen (15) days of sick leave per year. Part-time and partial-year employee sick leave shall be prorated according to percentage of full-time worked (see Article I, Section 2 for definitions of full-time, part-time and partial-year). Any employee who has forty-five (45) or more days of accumulated sick leave on June 30 shall be entitled to sixteen (16) days of leave the following school year. Unused sick leave shall accumulate up to three hundred (300) days. Accumulated sick leave days shall be reported to IMRF upon separation with the District. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family for purposes of this Section shall include parents, step-parents, spouse, civil union partner, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians. At least forty-eight (48) hours advance notice shall be given when need of sick leave is known in advance. If the 48-hour notice is not possible, the employee shall inform his/her supervisor as soon as possible. Sick leave may be used in half or full day increments. Absences for which no paid sick time is available will be charged in hourly increments. See Appendix F for additional information.

SECTION 2 — PERSONAL LEAVE

Each employee shall be granted two (2) personal leave days per year, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during work hours. Part-time and partial-year employee personal leave shall be prorated according to percentage of full-time worked (see Article I, Section 2 for definitions of full-time, part-time and partial-year). Unused personal leave shall accumulate as sick leave. Employees shall not be required to disclose the reason for personal leave. The employee shall provide advance notice of at least 48 hours whenever possible.

For 10-month employees, personal leave shall not be used on the first five (5) full or last five (5) full employment days of the school term, and the day immediately preceding or immediately following a holiday or school recess, except for reasons of a religious holiday, a high school or college graduation of a member of the immediate family, or when extraordinary circumstances prevail pursuant to the approval of the Superintendent or designee. For 12-month employees, personal leave shall not be used on the first five (5) full or last two (2) full student attendance days, except for reasons of a religious holiday, a high school or college graduation of a member of the immediate family, or when extraordinary circumstances prevail pursuant to the approval of the Superintendent or designee. For the purposes of determining the first five (5) full employment days, the school calendar approved by the May Board of Education meeting shall be used. Any calendar adopted before the May Board of Education meeting is subject to change. See Appendix F for additional information

SECTION 3 — BEREAVEMENT LEAVE

Reasonable leave at full pay not to exceed five (5) days within a school year shall be granted to permit an employee to attend the funeral of an immediate family or household member as defined in Section 1, as well as step-grandchildren, aunts, uncles, nieces, nephews, and cousins of the first degree. The superintendent or his/her designee may authorize the use of sick day after bereavement leave has been exhausted in unique cases, but such authorization shall not constitute any precedent for any other person. The employee must provide the District written documentation specifying date of death and relationship. See Appendix F for additional information.

SECTION 4 — JURY DUTY

An employee summoned for jury duty shall continue to receive his/her daily compensation from the District. Whenever jury duty exceeds ten (10) working days, the employee shall remit his/her stipend to the District for those additional days. Night custodians who spend the day on jury duty are not required to report to work that night. See Appendix F for additional information.

SECTION 5 — INCLEMENT WEATHER LEAVE

An employee required to work when said employee's school is closed due to inclement weather shall not suffer a loss in pay for tardiness of one hour or less. Any employee arriving after the first hour shall suffer a prorated deduction in pay for each half hour of tardiness unless such employee makes up the missed time on a day(s) mutually agreed to by the employee and his/her immediate supervisor.

SECTION 6 — LEAVE OF ABSENCE

An employee may take an unpaid leave of absence approved by the Board. Such leave shall not exceed one (1) year. Each leave request shall be considered on its individual merit and the granting or denying of such request shall be without precedential effect.

SECTION 7 — FAMILY/MEDICAL LEAVE

- A. Any available *Family and Medical Leave Act*, 29 U.S.C. Section 2601 *et seq.* ("FMLA") time for purposes of an employee's serious health condition or the serious health condition of the employee's spouse, parent, or child, for birth or care of a newborn, or for placement of a child with the employee for adoption or foster care shall run concurrently with the employee's use of available sick leave.
- B. Any employee not eligible for leave time under the FMLA may utilize accumulated sick leave related to pregnancy and/or to the delivery of a child only during any period of illness. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of illness, not to exceed sixty (60) calendar days or the balance of the school term, whichever shall be the lesser.

C. Paid Family Leave Benefits

Any employee shall be permitted to exchange earned, accumulated sick, personal, or vacation days for paid leave on any school/work days for up to twelve (12) calendar weeks for purposes of childbirth, paternity, and/or placement of a child with the employee for adoption or foster care. The twelve (12) week maximum benefit period commences on the date of the child's birth or as provided under the FMLA. Time shall run concurrently with any paid leave time taken under this Section; all leave taken under this provision shall be deducted from the employee's twelve (12) week FMLA entitlement. To be eligible for the Paid Family Leave Benefit, an employee must notify the Superintendent or designee in writing at least ninety (90) calendar days prior to the start of the leave, with requisite medical verification of the anticipated date of childbirth, or, in cases of adoption or foster care, with provision of satisfactory evidence consistent with the FMLA's notice provision. See Appendix F for additional information.

- D. In the event that the need for leave is unforeseeable (e.g., premature childbirth, unanticipated early adoption, or a medical emergency), an employee shall provide the employer with such notice "as soon as practical" under the facts and circumstances of the specific case. The phrase "as soon as practical" means at least verbal communication to the employer within two (2) business days of when the need for leave becomes known to the employee. The employee may provide notice either in person or by telephone, fax or other electronic medium. Notice may also be given by a member of the employee's family, or other responsible person, if the employee is unable to personally provide notice.

SECTION 8 — SICK LEAVE BANK

1. A Committee will be formed made up of three (3) administrators chosen by the District and three (3) employees chosen by the Support Staff Union. The Committee will be the governing board of the Sick Leave Bank.
2. Each employee will donate a sick leave day to the bank no later than the first day of the second school year of employment however, only employees who have contributed to the sick leave bank shall be eligible to receive sick bank days.

3. At the beginning of 2012-2013 school year, each currently employed support staff employee will donate a day. A support staff employee who has more than 190 days may make a voluntary one-time donation of up to ten (10) days to the bank.
4. An eligible employee who has exhausted all of his/her accumulated sick, personal and vacation leave may request to use Sick Leave Bank days for personal illness which constitutes a catastrophic disability as defined in paragraph 4 below and as determined by a majority of the Committee. All requests for Sick Leave Bank use must be accompanied by medical verification in the form requested by the Committee. A first or second year employee is eligible to request up to 10 days from the Bank. Following the completion of two years of continuous service, all other employees may request to use up to 20 total days every five (5) years from the Sick Leave Bank during their employment in the District.
5. A personal illness, disability, or hospitalization shall be deemed "catastrophic" if it is a life-threatening or extraordinary medical condition. Generally, a catastrophic medical condition must be both long-term in nature and require extensive recuperation periods.
6. Except for new hires, no days will be collected until the Bank has less than fifty (50) days. The Committee may determine when it is appropriate to collect days again.
7. If the Bank dissolves, days will be returned to employees who have contributed on a pro-rata basis.
8. Days will also be available for catastrophic illness in the immediate family subject to Board of Education approval.
9. No bargaining Unit Member may access the District Sick Leave Bank to acquire sick days to exchange for the Paid Family Leave Benefits provided under Article B.

ARTICLE XII — HOLIDAYS

SECTION 1 — DESIGNATION OF HOLIDAYS

A. The following days shall be paid holidays for twelve-month employees:

Independence Day	New Year's Day & Day before
Labor Day	Martin Luther King's Birthday
Columbus Day	President's Day
Veterans' Day	Memorial Day
Thanksgiving Day & Day after	
Christmas Day & Day before	

B. Building secretaries shall be paid for all holidays identified in Section A, with the exception of Independence Day.

SECTION 2 — NON-ATTENDANCE PAID DAYS

Rosh Hashanah, Yom Kippur, and Good Friday shall be non-attendance paid days for twelve-month employees if said days fall on Monday through Friday when teachers are not required to be in attendance.

SECTION 3 — HOLIDAYS FALLING ON WEEKENDS

If a holiday in Section 1, other than Veterans' Day, falls on a weekend, an alternate holiday shall be set by the Superintendent.

SECTION 4 — HOLIDAY PAY

Any employee who is required to work on a holiday shall receive his/her regular salary plus one and one-half (1-1/2) times the employee's regular rate for hours worked.

SECTION 5 — HOLIDAYS FALLING ON STUDENT ATTENDANCE DAYS

If a holiday listed in Section 1 of this Article falls on a scheduled student attendance day, the Board shall have the option of either:

- A. allowing employees eligible for the holiday to take the paid holiday as scheduled, or
- B. requiring employees eligible for the holiday to work the holiday and paying them at holiday pay rate established in Section 4 of this Article, or
- C. requiring employees eligible for the holiday to work the holiday at the regular rate and granting them an “exchange day” as defined by the administration at the beginning of each school year. Exchange days are defined as scheduled paid days off during the regular school year.

In school years where student attendance days are scheduled on any of the holidays listed in Section 1 of this Article, the Board shall give eligible employees written notice of the option it will exercise for each holiday so affected. Such notice will be given on or before August 1 proceeding the school year in which the holiday will take place.

ARTICLE XIII — VACATIONS

SECTION 1 — AMOUNT OF VACATION

Employees serving in twelve-month positions shall earn paid vacation benefits as follows:

- Less than one (1) year of service - one (1) day per month to a maximum of ten (10) vacation days.
- One year to four (4) years completed on July 1 - ten (10) vacation days.
- Five (5) years completed on July 1 - fifteen (15) vacation days.
- Six (6) years completed on July 1 - sixteen (16) vacation days.
- Seven (7) years completed on July 1 - seventeen (17) vacation days.
- Eight (8) years completed on July 1 - eighteen (18) vacation days.
- Nine (9) years completed on July 1 - nineteen (19) vacation days.
- Ten (10) years completed on July 1 - twenty (20) vacation days.

For purposes of determining the number of years completed by July 1, credit for one (1) full year of service shall be given to any employee who began work with the District prior to January 1. This provision shall not be applicable during an employee's first (1st) year with the District. The Board shall have the option of limiting the number of vacation days used in any year to fifteen (15) for employees hired after February 5, 1990.

Part-time and partial-year employee vacation shall be prorated according to percentage of full-time worked (see Article I, Section 2 for definition of full-time, part-time, and partial-year).

An employee's unused vacation days shall not accumulate from year to year.

SECTION 2 — VACATION SCHEDULING

- A. Vacation time shall be scheduled during the fiscal year following the fiscal year in which it is earned. When the use of vacation days are limited by the Board under Section 1 of this Article, the employee shall be paid for any unused vacation days at their per diem rate at the end of the fiscal year in which they were eligible to be taken.

B. Vacation days may **not** be scheduled on the following days:

1. The last day of student attendance
2. The two (2) days before the last day of student attendance
3. The two (2) days after the last day of student attendance
4. Any day from August 10 through the third student attendance day in the same school year

The Superintendent or designee may authorize vacations during these days, but such authorization shall not constitute any precedent for any other employee. Previously approved vacation days shall not later be denied due to the movement of the last day of student attendance because of used emergency days.

C. Employees must submit a request for vacation day approval through the electronic absence system at least twenty-four (24) hours in advance, except when extraordinary circumstances prevail pursuant to the approval of the Superintendent or designee. Whenever more than two (2) consecutive vacation days will be used, employees must submit a request for vacation days through the electronic absence system at least five (5) calendar days prior to the vacation. Notification of the granting of vacation days shall be given to the employee within four (4) business days of the submission. If notification is not given, vacation shall be assumed granted.

D. If 50% of a shift of custodial staff within a building request vacation at the same time (with the exception of June 30th through July 31st and non-student attendance days), the supervisor may limit the vacation to maintain 50% staffing per shift in the building. If more than two (2) bus drivers request vacation for a student attendance day, the supervisor may limit the vacation to only two (2) drivers. If vacation is limited, preference would be given to the employee who first requested vacation time and employees who will not be approved will be notified.

SECTION 3 — VACATION PAY UPON TERMINATION

An employee who terminates his/her employment, or retires prior to July 1, shall earn vacation time on a prorated basis for that fraction of the year that the employee works. Such employee shall be granted full pay for earned and unused vacation time. Vacation time taken but not earned at the time of termination or retirement shall be deducted from the employee's final paycheck. If the termination of employment of an employee whether voluntary or involuntary, results in the Board being required to pay the employee for any earned, unused vacation, the payment shall be made one week after the conclusion of the first calendar month following the month in which the employee's employment was terminated such that the payment will not constitute IMRF earnings. (e.g., for an employee terminating employment on June 20, 2012, vacation shall be paid after the first week in August 2012.)

ARTICLE XIV — WORK DAY/WORK WEEK

SECTION 1— NORMAL HOURS OF WORK

The normal workweek shall begin at 12:01am on Monday and end 12:00am midnight on Sunday.

<u>Classification</u>	<u>Paid Hours</u>	<u>Unpaid hours</u>	<u>Paid hours/total hours at work</u>
Day Custodians	7.5 hours work plus Two 15 minute paid breaks	30 minute unpaid lunch	8.0 hours paid 8.5 hours total at work
Maintenance	7.5 hours work plus Two 15 minute paid breaks	30 minute unpaid lunch	8.0 hours paid 8.5 hours total at work
Night Custodians During school year	6.5 hours work plus Two 15 minute paid breaks	30 minute unpaid lunch	7.0 hours paid 7.5 hours total at work
Night Custodians During breaks and summer recess	7.5 hours work plus Two 15 minute paid breaks	30 minute unpaid lunch	8.0 hours paid 8.5 hours total at work
Nurses (Elementary Schools)	7.0 hours work 30 minute paid lunch Two 10 minute paid breaks		7.0 hours paid 7.0 hours at work
Nurses (Middle and Jr. High)	7.5 hours work 30 minute paid lunch Two 10 minute paid breaks		7.5 hours paid 7.5 hours at work
Technology	7.5 hours work	60 minutes unpaid lunch	7.5 hours paid 8.5 hours at work
Cafeteria Employees	6 hours work	30 minutes unpaid lunch	6 hours paid 6.5 hours at work (lunch at end of shift by employee choice)
Building Secretaries 10 month	7.5 hours work	30 minutes unpaid lunch	7.5 hours paid 8.0 hours at work
Secretaries 12 month	7.5 hours work	60 minutes unpaid lunch	7.5 hours paid 8.5 hours at work
Office Clerks	6.5 hours work	30 minutes unpaid lunch	6.5 hours paid 7.0 hours at work
Para professional ** Elementary (shift 1)	6.5 hours work	30 minutes unpaid lunch	6.5 hours paid 7.0 hours at work
Para professional ** Elementary (shift 2)	7.0 hours work Inclusive of two paid 10 minute breaks	30 minute paid and worked lunch	7.0 hours paid 7.0 hours at work

<u>Classification</u>	<u>Paid Hours</u>	<u>Unpaid hours</u>	<u>Paid hours/total hours at work</u>
Para professional ** Middle and Jr. High (shift 2)	7.0 hours work	30 minutes unpaid lunch	7.0 hours paid 7.5 hours at work
Para professional ** Middle and Jr. High (shift 3)	8.0 hours work	30 minutes unpaid lunch	8.0 hours paid 8.5 hours at work
Building** Paraprofessionals	7.0 hours work	30 minutes unpaid lunch	7.0 hours paid 7.5 hours at work
Specialized positions requiring hours that vary from the above shall be brought to the attention of the Union and discussed before implementation or as soon as possible.			
*The normal workday for bus drivers includes those hours required to operate regular morning and afternoon bus routes and may be scheduled as a split shift. Such scheduled hours will be paid at the overtime rate if applicable but will not be subject to the overtime rotation found in Article XV section 5.			
**Paraprofessional hours can range from 6.0 to 8.0 hours in a workday from year to year. A reduction in hours from one year to the next within this range shall not be considered a reduction in force.			
**Paraprofessional hours can be changed within a school year with two-week notice to the employee. No paraprofessional shall suffer a regular loss in regular workday hours of more than ½ hour within a school year.			

SECTION 2 – PARAPROFESSIONALS PERFORMING EXTRA DUTIES

Paraprofessionals who work in before-school childcare, PTA-sponsored school clubs, and as village crossing guard for school children shall be allowed to shift their normal work hours, with administrator approval, to perform such extra duties as long as the shift in time does not exceed fifteen (15) minutes

SECTION 3— PM CUSTODIAN SUMMER, THANKSGIVING, WINTER AND SPRING BREAK WORKDAY

The work day for PM custodians will move to a day schedule beginning on the last day of student attendance for the school year until the first day of student attendance in the fall and during the Thanksgiving, winter and spring breaks

SECTION 4— LUNCH PERIODS

All twelve-month secretarial and clerical staff shall be entitled to a sixty (60) minute unpaid, duty-free lunch period. All other full-time employees covered by this Agreement shall be entitled to an unpaid, duty free lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes.

One-on-one paraprofessionals who have no other breaks from their assigned student shall be permitted no less than one paid ten (10) minute duty-free break in the morning and one

paid ten (10) minute duty-free break in the afternoon. These breaks will be scheduled by the administration.

Nurses who have no other breaks from their assigned office shall be permitted no less than one paid ten (10) minute duty-free break in the morning and one paid ten (10) minute duty-free break in the afternoon. These breaks will be scheduled by the administration.

The Board retains the right to assign one-to-one paraprofessionals working with special needs students to a paid lunch period in lieu of an unpaid, duty free lunch period should the student's special needs require one-to-one supervision during that period. An employee scheduled to work lunch or recess supervision will have an appropriately scheduled duty-free lunch period at another time during the day. If a duty-free lunch period cannot be scheduled at an appropriate time (between the hours of 10:30 am and 1:30 pm), then the employee will be compensated at one and one-half (1½) times their regular salary rate for the assigned lunch period.

SECTION 5- LUNCH SUPERVISION

An employee who is assigned or volunteers to do lunch duty shall receive a free student lunch upon request on the day that the work is performed.

An employee who gives up their scheduled duty free lunch period to work lunch supervision or recess supervision shall be paid at a rate of \$15.00 for the period the employee's own regular hourly rate, whichever is greater.

SECTION 6 — SHORTENED DAY

The hours of work on the last work day of the week during winter, spring, and summer vacation for twelve (12) month secretarial/clerical/technology and ten (10) month building secretarial employees shall be 8:00 A.M. to 11:30 A.M. except that the Friday before the first day of teacher in service at the beginning of each school year, which shall remain a regular work day. In exchange for this regular workday, a different half-day of attendance shall be scheduled by the administration in that school year.

SECTION 7 - PARENT TEACHER CONFERENCES

- A. If the school calendar includes a teacher work day in which the teaching staff is not required to attend, the paraprofessional work year will begin one (1) day prior to the opening Institute Day to allow for training, and the paraprofessional will not report to work on the non-attendance teacher work day.
- B. Ten (10) month secretaries and receptionists/clerks will work the equivalent of one day's normal work hours as scheduled in collaboration with their building principal during the scheduled evening parent-teacher conferences or curriculum nights. In exchange for this time, they will not report to work on the non-attendance teacher workday.
- C. The cafeteria and nursing staff work year will begin three (3) days prior to the opening institute day to allow for preparation and training. Such employees shall not report to work on the fall semester parent-teacher conference days and another teacher work day in which the teaching staff is not required to attend.

ARTICLE XV — OVERTIME AND FLEX TIME

SECTION 1 — OVERTIME HOURS

For all non-exempt employees, overtime shall be defined as work performed by employees beyond forty (40) hours in a work week, with the exception of work performed under the situations described in Article XI, Section 4 (paid while on Jury duty) in and Section 3 (work on weekends) and Section 4 (work after regular shift has ended or on day off) of this Article. The normal workweek shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on Sunday.

Overtime for custodian and food service shall also be defined as work performed in excess of eight (8) hours per day. Paid hours as a result of the substitution of paid leave (sick, personal, vacation, or paid holidays) shall not be counted towards hours accumulated towards achieving overtime pay status in a workweek.

Overtime must be preapproved by the employee's supervisor before work commences. See Appendix G for specific agreement regarding overtime for maintenance employees.

SECTION 2 — OVERTIME RATE

Overtime shall be compensated at one and one-half (1½) times the employee's regular hourly rate before deductions.

SECTION 3—FLEX TIME

All non-exempt employees, with the exception of paraprofessionals, food service, and custodians may have the option of using flex time, with the mutual consent of the supervisor. Flex time shall mean that either the hours from one work day may be exchanged and made up on a different work day or the normal start/ending time may be adjusted so that the employee works his/her required daily hours. Flex time is intended for unique and non-recurring situations and shall be subject to the following restrictions: a) no more than two (2) hours of time may be exchanged/adjusted; b) the time must be made up within the same work week; c) the exchange of time must not unduly disrupt normal operations; and d) the variation must not change the total number of hours worked within the week.

SECTION 4— WEEKENDS

The overtime rate of one and one-half (1½) times the employee's hourly rate shall apply to all work performed on Saturdays and Sundays by employees whose regular workweek is Monday through Friday.

SECTION 5 — MINIMUM HOURS

An employee who is required to work on his/her regular day off or is called back to work after his/her regular work day has ended shall be guaranteed a minimum of three (3) hours of overtime pay. If an employee is called in within three (3) hours of his/her regular starting time, such employee shall receive overtime pay for the time actually worked. However, any employee who works one (1) hour or more shall be guaranteed a minimum of two (2) hours overtime pay. This provision shall not apply to extended workdays or building checks.

SECTION 6 —CUSTODIAN OVERTIME ROTATION

The opportunity to work overtime shall be rotated in each area of work in each building with the rotation starting with the qualified employee in each building who has the greatest district seniority.

The foregoing provisions shall not be applicable when the overtime work is a continuation of a specific job being performed during the employee's normal hours of work or when a particular job requires the use of specialized skills or training not possessed by an otherwise eligible employee; provided, however, if such overtime work amounts to more than two (2) hours, the employee selected for the job shall revert to the bottom of the applicable rotation list.

An available and qualified employee who declines proffered overtime work shall be moved to the bottom of the applicable rotation list and shall not again be entitled to overtime work until his/her next turn in rotation.

ARTICLE XVI— NO STRIKE AND NO LOCKOUT

SECTION 1 — NO STRIKE

Neither the Union nor any employee shall call, engage in, or authorize a strike during the term of this Agreement.

SECTION 2 — NO LOCK OUT

The Board shall not lock out any employees covered by this Agreement during the term of this Agreement.

ARTICLE XVII— SALARY AND FRINGE BENEFITS

SECTION 1 — COMPENSATION

Effective August 1, 2012, each employee covered by this Agreement shall receive a salary increase equal to the Consumer Price Index (“CPI”) reported for the calendar year January 1, 2010 through December 31, 2010, as applied to the District’s levy under the Illinois *Property Tax Extension Limitation Law* [minimum of 1% and maximum of 5%].

Effective August 1, 2013, each employee covered by this Agreement shall receive a salary increase equal to the Consumer Price Index (“CPI”) reported for the calendar year January 1, 2011 through December 31, 2011, as applied to the District’s levy under the Illinois *Property Tax Extension Limitation Law* [minimum of 1% and maximum of 5%].

Effective August 1, 2014, each employee covered by this Agreement shall receive a salary increase equal to the Consumer Price Index (“CPI”) reported for the calendar year January 1, 2012 through December 31, 2012, as applied to the District’s levy under the Illinois *Property Tax Extension Limitation Law* [minimum of 1% and maximum of 5%].

Effective August 1, 2015, each employee covered by this Agreement shall receive a salary increase equal to the Consumer Price Index (“CPI”) reported for the calendar year January 1, 2013 through December 31, 2013 plus 1.5%, as applied to the District’s levy under the Illinois *Property Tax Extension Limitation Law* [minimum of 2% and maximum of 4%].

Effective August 1, 2016, each employee covered by this Agreement shall receive a salary increase equal to the Consumer Price Index (“CPI”) reported for the calendar year January 1, 2014 through December 31, 2014, as applied to the District’s levy under the Illinois *Property Tax Extension Limitation Law* [minimum of 2% and maximum of 4%].

Effective August 1, 2017, each employee covered by this Agreement shall receive a salary increase equal to the Consumer Price Index (“CPI”) reported for the calendar year January 1, 2015 through December 31, 2015, as applied to the District’s levy under the Illinois *Property Tax Extension Limitation Law* [minimum of 2% and maximum of 4%].

Effective August 1, 2018, each employee covered by this Agreement shall receive a salary increase equal to the Consumer Price Index ("CPI") reported for the calendar year January 1, 2016 through December 31, 2016, as applied to the District's levy under the Illinois *Property Tax Extension Limitation Law* [minimum of 2% and maximum of 4%.

Effective August 1, 2019, each employee covered by this Agreement shall receive a salary increase equal to the Consumer Price Index ("CPI") reported for the calendar year January 1, 2017 through December 31, 2017, as applied to the District's levy under the Illinois *Property Tax Extension Limitation Law* [minimum of 2% and maximum of 4%.

Initial compensation rates for new and promoted employees shall be determined by the Board based upon the employee's prior experience and market conditions; provided, however, that such compensation meet or exceed the minimum hourly rates set forth in the Appendices of this Agreement.

This section does not apply to Occupational or Physical Therapists whose compensation is detailed in the OT/PT section of this Agreement.

Paychecks shall be distributed no later than the thirteenth (13th) and twenty-seventh (27th) day of each month, except when such date occurs on a holiday or a weekend. In such instance, the nearest previous District business day (day the District Office is open) shall be the payday.

SECTION 2 — LONGEVITY ALLOWANCE

Each employee shall receive a longevity allowance applied to his/her annual equivalent salary on August 1st of the work year (August 1 through July 31) during which the 10th, 15th, and 20th anniversary of continuous service with District 39 will be reached. The longevity allowance shall be applied in equal pro-rated amounts to each regular paycheck earned throughout the anniversary year and, as such, shall constitute a permanent increase to the employee's established base rate of pay. Longevity amounts are show below.

10 th anniversary	\$250.00
15 th anniversary	\$350.00
20 th anniversary	\$500.00

SECTION 3 — IN-SERVICE TRAINING

Each year, the Board shall provide employees with in-service training. If in-service training is outside of regularly assigned work schedule hours, the Board shall pay the appropriate rate of pay, provided overtime for such shall not be payable except as required by Article XV.

The administration and union shall work together each year to discuss training topics and providers for such topics. When a support staff employee is designated to provide and teach a training session, that employee shall be paid at the employee's rate for preparation and planning of the training seminar as approved in advance by the supervisor.

SECTION 4 — PHYSICAL EXAMS, LICENSES, AND CERTIFICATIONS

If an employee is required to take a physical by the Board or by the State of Illinois, the Board shall reimburse the employee for the cost of the exam. This provision shall not apply to the physical required for initial employment nor shall this provision apply to medical certification required under the FMLA or for any other disability-related long-term leave of absence unless the District requires a specific doctor be consulted.

Employees required to obtain and/or maintain valid CDL permits and licenses or food service sanitation certifications shall be reimbursed for the cost of obtaining and/or renewing such licenses and certifications.

Paraprofessionals shall be reimbursed for the cost of the 5-year registration fee for the required educator license after completing 5 years of service in the District. Eligible paraprofessionals are responsible for submitting a receipt and request for reimbursement within 30 days of the completion of their 5th year of continuous service. For the 2012-2013 school year, any paraprofessional who has already completed 5 or more years of service will be eligible for reimbursement.

Nurses and Occupational Therapists who are required to maintain valid state licensure or certification necessary to practice shall be reimbursed the cost of fees to register or renew such documentation.

SECTION 5 — TRAVEL REIMBURSEMENT

Employees required to use their own car on school business shall be compensated at the IRS allowable rate per mile, provided such travel and expense is pre-approved by the Superintendent or his designee.

SECTION 6 — UNIFORM ALLOWANCE

A. Cafeteria Employees

The Board shall provide each cafeteria employee with a maximum uniform reimbursement allowance of two hundred and fifty dollars (\$250) per year. Items for reimbursement shall be limited to shirts, shoes, and pants.

B. Custodial/Maintenance Employees

Custodial and Maintenance employees are required to wear district-provided shirts and long pants. Twice per year, the Board shall provide each custodian and maintenance employee with a choice of approved shirts and pants. Each custodial and maintenance employee may select items up to a total value of four hundred dollars (\$400) annually, in twice annual installments of \$200. Twice per year, each custodian and maintenance employee may elect to receive a laundering payment of twenty-five dollars (\$25.00) remitted on their regular paycheck and deducted from the \$200 uniform allowance.

In addition to the above, maintenance and custodial employees who are required to wear uniforms and are assigned to work outdoors on a regular basis shall annually receive their preference of an insulated jacket, insulated coveralls, boots, or lined wind/rain wear, as well as gloves and hats.

C. Night Custodians

In the event that night custodians will be required to do outdoor work during inclement weather, the District will make a reasonable effort to contact the custodians before their shift begins in order to request that they come prepared with appropriate outerwear for use during the shift.

D. Play Ground and Bus Supervisors

Emergency rain outerwear shall be made available at each school for noon-hour playground and/or bus supervisors.

SECTION 7 — ELECTION PAY

The Board shall pay an assigned Head Custodian or other administratively-approved designee from each building eighty-five dollars (\$85.00) for opening buildings for general and school elections. Such employees shall remain on duty through the commencement of the regular day shift.

SECTION 8— CAFETERIA/FLEXIBLE BENEFITS PLAN

The Board shall maintain a cafeteria/flexible benefits plan, which meets the requirements of Section 125 of the *Internal Revenue Code* of 1986 as amended (“Code”). If at any time,

Code Section 125 or its related regulations are amended, the parties shall promptly revise the plan to comply with the amendment(s).

An employee may elect to participate by choosing to receive benefits as provided under the District's plan for the purposes set forth below to the amounts allowable as set forth in applicable Internal Revenue Guidelines and Regulations. The total amount(s) of the benefits elected pursuant to the plan shall be deducted in equal amounts from the employee's salary payments during the plan year, unless otherwise specified.

Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- (a) Premiums for group health insurance.
- (b) Reimbursement for medical, dental and eye care expenses not covered by insurance or otherwise, as defined in Code Section 213.
- (c) Reimbursement for qualified dependent care assistance as defined in Code Section 129 of the Internal Revenue Code.
- (d) Other items as may be hereafter agreed between the Board and the Union.

The amounts designated may not be changed during the plan year except on account of a change in the participant's family status or other circumstance provided in Code Section 125 or its related regulations. In accordance with the District's plan, any amount designated for reimbursement which remains unused at the end of a plan year shall be forfeited and not otherwise paid to the employee during that year, or carried over to a succeeding plan year. Claims for reimbursement may be submitted no more than once per month, unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

SECTION 9 — ATTENDANCE INCENTIVES

Each employee using a total of two (2) or fewer sick and/or personal and/or salary deduct days in a six-month period (July-December; January-June) during which he or she has been continuously employed shall be eligible for a bonus of \$300 each period, payable on the first pay check in January and/or the first paycheck in July.

SECTION 10 — HOSPITALIZATION, MAJOR MEDICAL AND DENTAL AND LIFE INSURANCE

Group hospitalization, major medical, and dental insurance plans shall be maintained by the Board and made available to all eligible employees (currently those regularly scheduled to work 30 or more hours per week) who elect such coverage.

The Board shall contribute the following to available District health insurance plans:

	District Health Plan Categories			
	HMO Single*	HDHP PPO Single*	HMO Family*	HDHP PPO Family*
	97%	85%	75%	70%
Married Couples whom are both SSU Members			85%	80%

***Note: Percentages are applied to the least costly plan offered in each district health plan category. An employee may apply the dollar equivalent of the board paid percentage to any other district-sponsored plan in that category.**

As further set forth below, any employee who is a participant in the District's HDHP PPO Insurance plan and is Health Savings Account ("HSA") eligible will receive one (1) non-elective employer contribution of five hundred fifty dollars (\$550.00) in each school year (2012-13, 2013-14, 2014-15, 2015-16, 2016-2017, 2017-2018, 2018-2019, 2019-2020) that he/she participates in the District's HDHP PPO insurance plan. The non-elective employer contribution will be made on the first pay period of January or upon employee's attainment of HSA eligibility status after January 15th of each school year.

The non-elective employer contributions to eligible employees' HSA accounts will be discontinued and "sunset" with the final HSA contribution during the 2015-2016 school year.

Except as the Union shall otherwise agree in writing, coverage shall be substantially equivalent to that in effect during the 2011-2012 school term. In no event shall the Board contribution exceed one hundred percent (100%) of the single (individual) HMO premium for the least costly medical coverage plan providing coverage substantially equivalent to that in effect during the 2011-2012 school term.

The Wilmette Support Staff Union shall have one or more representatives seated on the District Insurance Advisory Committee.

Beginning on August 1, 2012 and each year thereafter, the Board shall make an annual contribution of eleven hundred dollars (\$1100) into a medical reimbursement fund (formerly referred to as a Section 125 plan account) on behalf of any full-time employee who was not eligible for, or did not opt to participate in, the health care benefit plans offered to District employees. Part-time employees (those regularly scheduled to work less than 30 hours per week) are not eligible to receive medical reimbursements; however part-time employees who were employed by the District as of July 31, 2005 and were receiving medical reimbursement during the 2009-2010 school year are “grandfathered” and will receive medical reimbursements on a pro-rata basis. This contribution shall be limited to those employees who can show annual proof that they are covered by health insurance other than that available under policies offered to District employees.

The Board shall provide each full-time employee with a group term life insurance policy of fifty thousand dollars (\$50,000), subject to eligibility requirements of the carrier. An employee may also purchase an additional twenty-five thousand dollars (\$25,000) of term life insurance coverage under the District’s group plan at his or her own expense.

SECTION 11 – COMMITTEE WORK

Any non-exempt employee who is approved by his/her supervisor to participate on District or building committees beyond the regular workday shall be paid for such committee participation at his/her normal hourly rate.

SECTION 12 — HEAD COOK STIPEND

All head cooks shall receive a minimum stipend of twenty-five hundred dollars (\$2,500) per year.

SECTION 13 —TECHNOLOGY JOB DESCRIPTION REVIEW

A committee comprised of the administrator of the technology department, administrator for Human Resources, and technology department representatives will meet at least once during the life of the contract to review and update job descriptions, including the discussion of possible title changes.

SECTION 14 – NURSE DEPARTMENT MEETINGS

Full- or part-time nurses who are required to attend nursing meetings outside of their regularly scheduled workday hours shall be compensated for such attendance at their normal hourly rate.

ARTICLE XVIII—RETIREMENT

SECTION 1 —IMRF ERI PROGRAM

The Board shall adopt the Illinois Municipal Retirement Fund early retirement incentive program as provided in Section 7-141.1 of the Illinois Pension Code [to take effect January 1, 1997], for any employee who retires under this program, provided that such employee submits a letter of resignation to the Board at least three (3) months in advance of the employee's intended date of retirement.

SECTION 2 – RETIREMENT BENEFITS

Employees who are members of the Illinois Municipal Retirement Fund (IMRF) may be eligible for a service recognition benefit and retirement insurance contributions as provided below in either Sections 3.A or 3.B. As used in this Section , the term “retirement” shall mean the termination of regular employment in the District and the receiving of retirement benefits from the IMRF.

A. Service Recognition and Retirement Insurance Benefits for Eligible Employees Who Were Age 45 or Older with No Less Than Six (6) Years of Service by June 30, 2012

1. **Eligibility.** To be eligible to receive the service recognition and retirement insurance benefits set forth in Sections 3.A.2 and 3.A.3 below, an employee shall:
 - a. Not have applied and been approved for any retirement or service recognition benefits provided by a prior Bargaining Contract.
 - b. Be at least 55 years of age at the time of retirement.
 - c. Have completed at least eight (8) years of employment with the District immediately preceding his/her date of retirement (and including such date, if necessary).

- d. Be eligible to retire from the IMRF and receive an IMRF retirement benefit at the time of retirement.
- e. Provide the Superintendent or designee with an irrevocable written notice of retirement under this Section 3 in accordance with the timelines under Section 3.A.2 below.
- f. Have his/her retirement accepted by the Board via its acceptance of the employee's irrevocable written notice of retirement.

2. Service Recognition Benefit

At Least Eight (8) Years of Service at Time of Retirement

If an eligible employee with at least eight (8) years of service with the District submits an irrevocable notice of retirement at least three (3) months and up to a maximum of two (2) years prior to his/her date of retirement and such notice has been accepted by the Board in accordance with Section 3.B.1 above, the employee shall receive a service recognition benefit calculated at one percent (1%) per year of service to be used to increase the employee's compensation in his/her final years of employment.

The calculated benefit sum shall be applied to increase the employee's compensation up to a maximum of six percent (6%) over the employee's prior year's IMRF earnings (inclusive of salary and all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties) for a maximum of two (2) years prior to his/her retirement. If an eligible employee provides less than the maximum 2-year notice of retirement, then he/she could be restricted by the 6% maximum earnings' increase and may not receive the maximum calculated benefit in pre-retirement compensation increases.

Any amount of benefit sum not paid due to the 6% restriction described herein shall not be paid in a post-retirement severance payment unless

approved by the Board of Education for medically documented circumstances of exceptional need whereby the employee is no longer able to work.

At Least Twelve (12) Years of Service at Time of Retirement

If an eligible employee with at least twelve (12) years of service with the District submits an irrevocable notice of retirement at least three (3) months and up to a maximum of three (3) years prior to his/her date of retirement and such notice has been accepted by the Board in accordance with Section 3.A.1 above, the employee shall receive a service recognition benefit calculated at one percent (1%) per year of service to be used to increase the employee's compensation in his/her final years of employment.

The calculated benefit sum shall be applied to increase the employee's compensation up to a maximum of six percent (6%) over the employee's prior year's IMRF earnings (inclusive of salary and all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties) for a maximum of three (3) years prior to his/her retirement. If an eligible employee provides less than the maximum 3-year notice of retirement, then he/she could be restricted by the 6% maximum earnings' increase and may not receive the maximum calculated benefit in pre-retirement compensation increases. Any amount of benefit sum not paid due to the 6% restriction described herein shall not be paid in a post-retirement severance payment unless approved by the Board of Education for medically documented circumstances of exceptional need whereby the employee is no longer able to work.

Sixteen (16) or More Years of Service at Time of Retirement

If an eligible employee with at least sixteen (16) years of service with the District submits an irrevocable notice of retirement at least three (3) months and up to a maximum of four (4) years prior to his/her date of retirement and such notice has been accepted by the Board in accordance with Section 3.A.1 above, the employee shall receive a service recognition benefit calculated at one percent (1%) per year of service to be used to increase the employee's compensation in his/her final years of employment.

The calculated benefit sum shall be applied to increase the employee's compensation up to a maximum of six percent (6%) over the employee's prior year's IMRF earnings (inclusive of salary and all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties) for a maximum of four (4) years prior to his/her retirement. If an eligible employee provides less than the maximum 4-year notice of retirement, then he/she could be restricted by the 6% maximum earnings' increase and may not receive the maximum calculated benefit in pre-retirement compensation increases. Any amount of benefit sum not paid due to the 6% restriction described herein shall not be paid in a post-retirement severance payment unless approved by the Board of Education for medically documented circumstances of exceptional need whereby the employee is no longer able to work.

3. **Retirement Insurance Coverage.** If an eligible employee has submitted a notice of retirement that has been accepted by the Board in accordance with Section 3.A.1 above, the employee may continue to participate in the District's group medical insurance at his/her own cost, provided premiums are paid in advance.

The Board shall pay up to one hundred fifty dollars (\$150.00) per month towards the premium for individual medical insurance for an employee who retires with eight (8) years of full-time service with the District provided that such employee submit a letter of resignation at least three (3) months prior to his/her intended date of retirement.

This benefit will continue for ten (10) years with a minimum of eight (8) years of full-time service, fifteen (15) years with a minimum of twelve (12) years of full-time service, twenty (20) years with a minimum of fifteen (15) years of full-time service, and for the remainder of the employee's life with twenty (20) years of full-time service.

B. Service Recognition and Retirement Insurance Benefits for Eligible Employees Who Were *Not* 45 Years of Age or Older with at Least Six (6) Years of District Service by June 30, 2012

1. **Eligibility.** To be eligible to receive the service recognition and retirement insurance benefits set forth in Sections 3.B.2 and 3.B.3 below, an employee shall:
 - a. Not have applied and been approved for any retirement or service recognition benefits provided by a prior Bargaining Contract.
 - b. Be at least 55 years of age at the time of retirement.
 - c. Have completed at least ten (10) years of continuous employment with the District immediately preceding his/her date of retirement (and including such date, if necessary).
 - d. Be eligible to retire from the IMRF and receive an IMRF retirement benefit at the time of retirement.

- e. Provide the Superintendent or designee with an irrevocable written notice of retirement under this Section 3 in accordance with the timelines under Section 3.B.2 below.
- f. Have his/her retirement accepted by the Board via its acceptance of the employee's irrevocable written notice of retirement.

2. Service Recognition Benefit

At Least Ten (10) Years of Service at Time of Retirement

If an eligible employee with at least ten (10) years of service with the District submits an irrevocable notice of retirement at least one (1) year prior to his/her date of retirement and such notice has been accepted by the Board in accordance with Section 3.B.1 above, the employee shall **receive the lesser of:**

- (1) One Thousand Five Hundred Dollars (\$1,500) in one lump sum with his/her final paycheck for regular earnings for such final year of employment, provided that the employee's IMRF earnings for such final year of employment shall not exceed six percent (6%) over the prior year's IMRF earnings (inclusive of all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties);

or

- (2) six percent (6%) over the prior year's earnings (not inclusive of attendance bonus, longevity, stipends, and extra duties) for his/her final year of employment, provided that the employee's IMRF earnings for such final year of employment shall not exceed six percent (6%) over the prior year's IMRF earnings (inclusive of all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties).

The lump sum payment or six percent (6%) base salary increase described above, whichever is applicable, shall be decreased as necessary to avoid excess IMRF earnings to the extent required to avoid the payment by the District of an IMRF accelerated payment.

If the employee is scheduled to receive the \$1,500 lump sum payment described above, in order to receive such payment, the employee must provide services to the District until the retirement date provided in his/her irrevocable written notice of retirement.

At Least Twelve (12) Years of Service at Time of Retirement

If an eligible employee with at least twelve (12) years of service with the District submits an irrevocable notice of retirement at least two (2) years prior to his/her date of retirement and such notice has been accepted by the Board in accordance with Section 3.B.1 above, the employee shall **receive the lesser of:**

(1) One Thousand Five Hundred Dollars (\$1,500) in one lump sum with his/her final paycheck for regular earnings for each of his/her final two (2) years of employment, provided that the employee's IMRF earnings for any such final years of employment shall not exceed six percent (6%) over the prior year's IMRF earnings (inclusive of all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties);

or

(2) six percent (6%) over the prior year's earnings (not inclusive of attendance bonus, longevity, stipends, and extra duties) for each of his/her final two (2) years of employment, provided that the employee's IMRF earnings for any such year shall not exceed six percent (6%) over

the prior year's IMRF earnings (inclusive of all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties).

The lump sum payments or six percent (6%) base salary increases, whichever is applicable, shall be decreased as necessary to avoid excess IMRF earnings to the extent required to avoid the payment by the District of an IMRF accelerated payment.

If the employee is scheduled to receive the \$1,500 lump sum payments, in order to receive such payment scheduled for the end of the second to the last employment year, such employee must provide services to the District until the date of the employee's last paycheck for such school year. To receive such lump sum payment for the final year of employment, the employee must provide services to the District until the retirement date provided in his/her irrevocable written notice of retirement.

At Least Seventeen (17) Years of Service at Time of Retirement

If an eligible employee with at least seventeen (17) years of service with the District submits an irrevocable notice of retirement at least three (3) years prior to his/her date of retirement and such notice has been accepted by the Board in accordance with Section 3.B.1 above, the employee shall **receive the lesser of:**

- (1) One Thousand Seven Hundred Fifty Dollars (\$1,750) in one lump sum with his/her final paycheck for regular earnings for each of his/her final two (2) years of employment, provided that the employee's IMRF earnings for any such final years of employment shall not exceed six percent (6%) over the prior year's IMRF earnings (inclusive of all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties);

or

(2) six percent (6%) over the prior year's earnings (not inclusive of attendance bonus, longevity, stipends, and extra duties) for each of his/her final two (2) years of employment, provided that the employee's IMRF earnings for any such year shall not exceed six percent (6%) over the prior year's IMRF earnings (inclusive of all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties).

The lump sum payments or six percent (6%) base salary increases, whichever is applicable, shall be decreased as necessary to avoid excess IMRF earnings to the extent required to avoid the payment by the District of an IMRF accelerated payment.

If the employee is scheduled to receive the \$1,750 lump sum payments, in order to receive such payment scheduled for the end of the second year prior to the last employment year, such employee must provide services to the District until the date of the employee's last paycheck for each respective school year. To receive such lump sum payment for the final year of employment, the employee must provide services to the District until the retirement date provided in his/her irrevocable written notice of retirement.

3. **Retirement Insurance Coverage.** If an eligible employee has submitted a notice of retirement that has been accepted by the Board in accordance with Section 3.B.1 above, the employee may continue to participate in the District's group medical insurance at his/her own cost, provided premiums are paid in advance.

The Board shall pay up to One Hundred Fifty Dollars (\$150.00) per month towards the premium for individual medical insurance for an eligible employee. This benefit will continue for five (5) years for employees with a minimum of ten (10) years of full-time service, or for ten (10) years for employees with a minimum of fifteen (15) years of full-time service, or for fifteen (15) years with a minimum of twenty (20) years of full-time service, or for thirty (30) years for employees with thirty-five (35) years of full-time service with the District.

ARTICLE XIX — SEVERABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction over the parties hereto, then that article, section or clause shall not be deemed valid, except to the extent permitted by law. All other remaining articles, sections and clauses of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE XX — DURATION

This Agreement shall be in effect as of August 1, 2012 and shall continue in full force and effect through July 31, 2020.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Union and is signed and adopted this _____ day of _____, 2015.

IN WITNESS THEREOF:

For the Support Council of
District 39, Wilmette,
Local 1274, IFT/AFT

For the Board of Education,
School District No. 39

President

President

Secretary

Secretary

APPENDIX A

EDUCATIONAL CREDITS

- A. A paraprofessional with more than thirty (30) hours of college credit shall receive the following additional compensation, the applicable amount, to be added in the pay period immediately following filing of official data confirming such degree or additional hours:

60 semester hours (NCLB Certification)	3.0% salary increase
90 semester hours	3.0% salary increase
Bachelor's Degree	3.0% salary increase

- B. All other support staff employees shall receive the following amounts applied to their annual equivalent salary upon earning thirty (30) or more hours of pre-approved college or business/technical school credit in their assigned field of employment. Pre-approval for coursework shall be by the employee's immediate supervisor and shall not be unreasonably withheld. Amounts shall be added in the pay period immediately following filing of official data confirming such earned credits and shall constitute a permanent increase to the employee's established base rate of pay.

30 semester hours	\$345.00
60 semester hours	\$515.00
90 semester hours	\$690.00

APPENDIX B

MINIMUM HOURLY RATES (Effective 8/1/2012)

Initial compensation rates for new and promoted employees shall be determined by the Board based upon the employee's prior experience and market conditions; provided, however, that such compensation meet or exceed the minimum hourly rates set forth in this Appendix. Further provided, no new employee shall be paid at a rate higher than those set forth below without verifiable relevant prior experience. The beginning hourly rate of a new employee with relevant prior work experience may be increased by up to one (1%) for each year of such work experience up to a maximum of five (5) years credit. New titles will be discussed with the union prior to placement on the scale.

MINIMUM HOURLY RATES		2014-2015	2015-2016	<u>2016-17</u>
Secretarial/Clerical Staff	Clerical/Receptionist	\$14.48	\$14.55	* —
	Secretary	\$16.95	\$17.03	* —
	Transportation Liaison	\$19.52	\$19.61	*
Paraprofessional Staff	60/State License	\$14.94	\$15.01	* —
	90	\$15.42	\$15.50	* —
	BA	\$15.79	\$15.87	* —
Nursing Staff	LPN	\$20.01	\$26.00	* —
	RN/BSN	\$23.61	\$30.00	* —
	MSN	\$24.65	\$31.00	* —
Maintenance Staff	Maintenance	\$17.90	\$17.99	* —
	HVAC/Electrical/Plumber	\$38.85	\$39.04	*
Cafeteria Staff	Head Cook	\$15.79	\$15.87	* —
	Cook	\$13.69	\$13.76	* —
	Food Service Coordinator	\$26.32	\$26.45	* —
Custodial Staff	Head Custodian	\$17.17	\$17.26	* —
	Custodian AM only	\$13.96	\$14.03	* —
	Custodian PM Blended Rate	\$14.74	\$14.81	* —
Technology Staff	Tech 1: Database, Website, and Online Systems Specialist	\$27.00	\$30.76	* —
	Tech 2: Lead Hardware Software Specialist	\$22.11	\$24.62	* —
	Tech 3: Computer Support Technician	\$17.46	\$18.46	* —

*This rate shall be the product of prior year's rate increased by 1% less than the CPI rate described in Article XVII

APPENDIX C

TECHNOLOGY STIPENDS

Technology employees shall receive the following stipends in addition to their annual salary for earning and maintaining the applicable technology certifications. Pre-approval for certification coursework shall be by the employee's immediate supervisor and shall not be unreasonably withheld. Approval will be based upon certifications that serve to further the employee's competency and excellence in the work they are assigned to do for the district. Annually, employees must provide evidence of valid certification in order to continue to receive the stipend. As programs/technology changes or advances, the employee is expected to earn and maintain comparable certification in order to continue to receive the stipend.

Certification Areas	Annual Stipend*
Apple Certifications	
Apple Certified Support Professional (ACSP)	\$300
Apple Certified Technology Coordinator (ACTC)	\$400
Apple Certified Associates Mac Management (ACAM)	\$500
Apple Certified Mac Integration (ACAI)	\$1,000
Apple Certified Macintosh Technician (ACMT)	\$5,600
Power School/Inform Certifications	
Power School University	\$500
Inform Training	\$500
General IT Certifications	
CompTIA A+	\$300
Cisco (Networking) Certifications	
Cisco Certified Network Associate Wireless (CCNAW)	\$750
Cisco Certified Network Associate (CCNA)	\$2,000

*Stipends are paid through equal installments in employee's regular paycheck. Stipend is not incorporated into the hourly rate, but rather paid as a separate line item.

APPENDIX D

STIPENDS/EXTRA DUTIES

TITLE	RATE	PAID OUT IN WHAT WAY
Election Pay	\$85.00	One time/time sheet
Head Cook Stipend	\$2500 per year	Spread out through paychecks in equal installments
Internal substitution by certified paraprofessional	\$25 full day, \$12.50 half day	Time sheet
Long Term Substitution by a certified employee	\$95.00 per day for twenty or more consecutive days	Time sheet
Director of Transportation substitution rate	\$85.00 per day	Time sheet
Lunch duty as an extra duty	\$15 per lunch session or employees regular hourly rate, whichever is the greater	Time sheet
Crossing Guard duty as an extra duty	\$15 per session	Time sheet
Approved non-exempt employees committee participation	Each employees regular hourly rate	Time sheet

APPENDIX E

MEMORANDUM OF UNDERSTANDING

FLEXIBLE BENEFIT ELECTION

The Board and the Union agree that members of the Support Council of District 39 Wilmette who were employed by the District prior to July 31, 2005 and reach their sixty-fifth (65) birthday and who begin Medicare coverage, and who are covered under the District insurance plan at that time, may switch from being insured to receiving the flex benefit if they choose.

Effective June ____, 2010

For the Support Council of
District 39, Wilmette, Local
Local 1274, IFT/AFT

For the Board of Education
School District No. 39

Co-President

President

Co-President

Secretary

APPENDIX F

PAID LEAVE CHART

Type of Leave	Who gets it?	How many days do you get a year?	How do I request this leave?	When can I <u>USE</u> or <u>NOT USE</u> this leave?	Page in contract
Sick Leave	All employees	10 days per year during first year, 15 days per year after first year (pro-rated for part-time and partial-year)	Log your absence on AESOP or contact your immediate supervisor.*	You can only use this leave for your own illness or to care for immediate family members who are ill. ** (See page 24 of the contract for the list of immediate family).	p.24
Personal Leave	All employees	2 days per year (pro-rated for part-time and partial-year)	48 hours advanced notice except when not possible.	10 month employees may not use on first 5 and last 5 days of student attendance, and not on the day preceding or following a school holiday. 12 month employees may not use on first 5 and last 2 days of student attendance.	p. 24-25
Bereavement Leave	All employees	Up to 5 days per year when needed	Contact your immediate supervisor as soon as possible.	You can only use this leave for the death in the immediate family. See page 25 sick leave for others outside the immediate family.	p. 25
Vacation Leave	12 month employees	See chart on page 31	If you are using more than 2 days in a row, you must request this leave at least 5 days in advance. All requests are made in writing to the business office. *** Response to request will be given within 4 business days of submission.	No vacation on the last day of student attendance. No vacation on the two days before the last day of student attendance. No vacation on the two days after the last day of student attendance. No vacation from August 10 th until the third student attendance day.	p. 31-33
Jury Duty Leave	All employees	You are dismissed from a shift or shifts which conflict with your assignment as a jury duty stand by or as a selected juror.	You must submit a copy of your jury summons along with an absence sheet. You must submit a copy of your jury duty check after you have served. (See contract for details on conceding jury stipend to district).	Night Custodians who spend the day on jury duty are not required to report to work that night.	p. 25
Paid or Unpaid Family Leave Benefit	All employees	Up to 12 weeks for qualifying FMLA event	Notify the superintendent or designee at least 90 days prior. When need for leave is unforeseeable, inform as soon as possible.	Employee may use accumulated sick, personal or vacation days in order to be on paid family leave.	p. 27

*to call in sick: Cooks call Lisa Winter; Maintenance call Stan; Custodians call Stan & enter into AESOP; Parapro, Library/IMC, Technology, Nurses, OT/PT, and Secretaries/Clerks/Receptionists enter absences into AESOP. **The district reserves the right to request medical certification for absences of 3 or more consecutive days. ***Vacation days can be limited per contract, see pages 31-32 of the Union contract for exact vacation scheduling agreement. Early vacation requests will give you a better chance of getting the days off you want!

APPENDIX G

Regarding Overtime Procedures for Maintenance Employees

If the Stationary Engineer or the HVAC Electrical Mechanic are notified in advance during any work week that he/she is scheduled for work on Saturday and/or Sunday, the affected employee shall shift up to eight (8) work hours that week to the weekend work day and take the equivalent time off during the regularly-scheduled Monday through Friday work days (i.e., flex time swap of hours). Any hours required to be worked on Saturday or Sunday by these employees that are either not pre-arranged in advance or are beyond the flex hours' maximum shall be compensated at the overtime rate described in Article XV, Section 2 of this Agreement. Further, if the Stationary Engineer or the HVAC Electrical Mechanic works longer than his/her regular eight (8)-hour day during the regular Monday through Friday-scheduled work days, the affected employee shall offset the hours beyond eight (8) by taking the equivalent time off on one of the remaining regularly-scheduled work days of that week (i.e., a flex time swap of the extra hours to stay within the intended forty (40)-hour work week).

Appendix H
Article XVIII-Section 2 Retirement (Summary)

Topic	Retirement Section 3.A	Retirement Section 3.B
Eligibility	55 years old 8 years of service	55 years old 10 years of continuous service
Employees who qualify for this option	Age 45 and 6 or more years of service (As of June 30, 2012)	Less than age 45 and Less than 6 years of service (As of June 30, 2012)
Notice	Minimum 3 month notice or up to: 2 yrs for 8-10 yrs of service 3 yrs for 12-15 yrs of service 4 yrs for 16+ yrs of service	Minimum 1 year notice or up to: 1 yr notice for 10-11 yrs service 2 yrs notice for 12+ yrs service
Benefit	Calculated at 1% per year of service. Benefit sum spread out over period of notice, 6% per year max compensation. Employees who give less than max notice allowable could get lower benefit*	1 year of 6% or \$1500 (10-11 yrs service) 2 years of 6% or \$1500 (12-16 yrs service) 2 years of 6% or \$1750 (17+ yrs service) Employee gets the lesser benefit of the two payments
Salary increases	Contractual salary increases are still given	No contractual increases are given
Retiree Health care	\$150 per month for the following length of time: 8 Years Service= 10 years Benefit 12 Years Service= 15 years Benefit 15 Years Service= 20 years Benefit 20+ Years Service= Lifetime Benefit	\$150 per month for the following length of time: 10 Years Service= 5 years Benefit 15 Years Service= 10 years Benefit 20 Years Service= 15 years Benefit 35+ Years Service= 30 years Benefit

*One exception: Subject to BOE approval and medical verification, if an employee gave an irrevocable notice of intent to retire and then due to exceptional need causing the employee to be unable to work before the end of the notice period, the district would provide the unpaid benefit sum to the employee as severance.

APPENDIX I

MEMORANDUM OF UNDERSTANDING IMPACT OF TRANSPORTATION OUTSOURCING

As authorized under Article X, Section 3.A of the 2012-2016 Bargaining Agreement and effective at the beginning of the 2012-2013 school year, the Board and the Union agree that those employees who hold the position of custodian/bus drivers shall be involuntarily reassigned to custodian positions. Those employees who are involuntarily reassigned shall be compensated at the hourly rates paid to them as custodian/bus drivers for the 2011-2012 school year with the contractual increase for the 2012-2013 school year applied to such hourly rates. All other procedural rights afforded employees under Section 3.A shall be deemed satisfied by this Memo of Understanding.

The Board shall also offer one (1) severance lump sum payment of \$10,000.00 to those bus drivers who were laid off (i.e., RIFed) at the end of the 2011-2012 school year due to the District's outsourcing of its transportation services and who desire to resign from employment in the District at the end of the 2011-2012 school year. If more than one bus driver who was laid off is interested in the severance pay, the Board will award the severance payment to the most senior of the employees who indicate an interest in resigning from employment.

Effective May ____, 2012

For the Support Council of
District 39, Wilmette, Local
Local 1274, IFT/AFT

Co-President

Co-President

For the Board of Education
School District No. 39

President

Secretary

APPENDIX J

MEMORANDUM OF UNDERSTANDING RETIREMENT BENEFITS FOR CERTAIN ELIGIBLE EMPLOYEES

Any employee who (1) meets the eligibility requirements for retirement as established under Article XVIII, Sections 2 and 3 of the 2010-2012 Bargaining Agreement, and (2) submits an irrevocable written notice of retirement by June 1, 2012, indicating an effective date of resignation from the District for purposes of retirement under the Illinois Municipal Retirement Fund by no later than June 30, 2016, shall receive the service recognition benefit and retiree health insurance payments afforded under those provisions of that Agreement.

Effective May ____, 2012

For the Support Council of
District 39, Wilmette, Local
Local 1274, IFT/AFT

Co-President

Co-President

For the Board of Education
School District No. 39

President

Secretary