
MASTER AGREEMENT

between

**BOARD OF EDUCATION
CICERO SCHOOL DISTRICT 99
Cook County, Illinois**

and

**CICERO COUNCIL UNION – PSRP UNIT
WEST SUBURBAN TEACHERS UNION
Local 571, American Federation of Teachers**

July 1, 2017 – June 30, 2020

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DEFINITIONS

The term "BOARD" shall hereinafter refer to:

Board of Education
Cicero School District 99
Cook County, Illinois

The term "PSRP" shall hereinafter refer to:

All members of the bargaining unit as defined in Article I of the Agreement

Cicero Council – PSRP Unit
West Suburban Teachers Union
Local 571, American Federation of Teachers

AGREEMENT

This Agreement, entered into this 1st day of July, 2017, by and between the BOARD OF EDUCATION for CICERO SCHOOL DISTRICT 99, Cook County, Illinois, ("BOARD") and the CICERO COUNCIL – PSRP UNIT, WEST SUBURBAN TEACHERS UNION, Local 571, American Federation of Teachers ("UNION").

WITNESSETH

The Board and Union agree as follows:

I. RECOGNITION

- A. The Board of Education of Cicero School, District 99, Cook County, Illinois (hereinafter referred to as "Board" or "Employer") recognizes the Cicero PSRP Council of the West Suburban Teachers Union Local #571, IFT-AFT-AFL-CIO (Hereinafter referred to as the "Union" as the exclusive bargaining agent for all full-time Program Assistants in all departments (including any other educational support personnel working in the schools with direct student contact); Media Program Assistants; School Clerks, Interpreters, Nurses (non-school certified registered nurses (RN), licensed practical nurses (LPN), District-level Clerks and Computer Technicians.
- B. If any article, section, or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and provision shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section of provision.
- C. The Union acknowledges that the Board has the responsibility and authority to manage and direct on behalf of the public all of the operations and activities of the District to the full extent provided by law, including such areas or discretion or policy as the functions of the Board, standards of services, the Boards overall budget, the organizational structure, selection of new employees, and direction and assignment of employees. All functions, rights, powers or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws of the State of Illinois and the United States and as authority properly exercised by the Board. Nothing in this clause diminishes the Boards duty, if any, under the Illinois Educational Labor Relations Act to negotiate mid-term changes in wages, hours, and working conditions not specifically covered by this agreement.
- D. This agreement shall be automatically renewed for the succeeding school year upon reaching the stated expiration date of this Agreement, unless either party notifies the other by letter, not earlier than January 15th, but before April 30th. In the event of such notification, both parties shall begin to negotiate a new agreement, and shall set up a preliminary negotiations meeting within thirty (30) days after such notification and shall provide each other with copies of their proposals.

II. GENERAL PROVISIONS OF AGREEMENT

A. No Strike

The Union agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services to the District, or engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools during the term of this agreement.

B. FAIR SHARE

1. The provisions of this Article apply only to employees covered by the Agreement who are hired after the effective date of this Agreement and to employees who are Union members as of the effective date of this Agreement, but who subsequently resign from the Union. The Provisions of this Article do not apply to employees who are not Union members as of the effective date of this Agreement. Employees covered by this Article shall be referred to below as "covered non- members."
2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the "covered non-member" employees and remitted to the Union, provided, however, that the Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
3. The Board shall cooperate with the Union to ascertain the names of all employee "covered non-members" of the Union from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.
4. The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
5. Upon adoption of a union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
6. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Union and the Board, hereby, agree to comply with Labor Board rules. The Board shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector(s).
7. 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 Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

8. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on these matters immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

C. COPIES OF AGREEMENT

1. The administration shall post copies of this Agreement available electronically, via the District website, in a searchable format to the Union within thirty (30) working days after its execution.
2. The Board shall provide each new employee with access to an electronic copy of this agreement at time they are hired.

D. RIGHTS AND PRIVILEGES

All rights and privileges currently enjoyed by the members of the bargaining unit, including all full-time Program Assistants in all departments, Media Department Aides, School Clerks, Registered Nurses and Licensed Practical Nurses, District Clerks, Computer Clerks/Technicians, and Interpreters, individually, or as a group, shall remain in full force and effect except as may be amended by this Agreement.

E. INFORMATION FOR UNION PRESIDENT

1. The Union President will be furnished a copy of the final agenda of each regular and Special Board meeting at the same time the agenda is sent to all Board Members. The Board shall send the Union President, upon his or her request, the annual fiscal year and financial statement and audit, the approved tentative budget, treasurers reports, the names and addresses of new employees in the bargaining unit unless otherwise requested by the employee, and regularly prepared statistical information pertaining to wages paid and benefit coverage to the extent such information is subject to disclosure under the Illinois Freedom of Information Act. Nothing in this section shall be construed as to require the Board to prepare any statistical information for the Union.
2. The Union PSRP Vice Presidents shall be included in the District 99 Employee Directory.

F. UNION ACTIVITIES DURING WORK DAY

Upon mutual agreement, members of the administration and Union officials may meet to discuss mutual concerns during the work day. Bargaining unit members shall not perform Union duties or services during working hours.

G. DEDUCTION OF UNION MEMBERSHIP DUES

The Board shall deduct Union membership dues from bargaining unit members on a continuing basis in the manner in which it deducts union dues from members of other bargaining units within the District. The Board will transmit to the Union or the Union designee such dues in the usual course of business in the manner which it transmits dues from other bargaining units.

H. UNION USE OF SCHOOL BUILDINGS, FACILITIES, SERVICES

1. The Union may use available school building areas at such locations and times as may be authorized by the Superintendent or his/her designee provided that such meetings do not conflict with the regularly scheduled day or any other previously scheduled activities. Any written request must be made at least forty-eight (48) hours prior to such meeting.
2. The Union may use assigned District office and school bulletin boards for posting its notices in such spaces as the Board shall assign for such purpose. All notices and materials posted are to be verified (notation stating "approved by the Cicero Council") by an authorized Union representative. The Superintendent and Principal shall receive, upon request, any item of general distribution via school mail boxes. No other special regulation shall be applied to Union communications.
3. The school mail boxes and inter-school mail service may be used to facilitate the dissemination of information for Union purposes. All information to be disseminated shall be verified by an authorized Union representative and approved by the principal or his/her designee.
4. The Board shall provide each bargaining unit member with a storage unit, locker or file cabinet in his/her classroom that can be locked. In addition, the Board shall, within the term of this agreement, provide each special education classroom as defined by Part 226 of Title 23 of the Illinois Administrative Code (Special Education) with an adult work station for the use of the program assistant(s) in the classroom. The Union and Administration will work to identify available work stations in the District for use by the bargaining unit member.

I. EMPLOYEE FREEDOM OF ASSOCIATION

Employees may join and participate in such organizations as they desire, or may refrain from doing so. The Board and the Union recognize this freedom of association and shall refrain from any action that violates this principle.

J. CONCERNS/PROFESSIONAL ISSUES

Job related issues will be addressed through the existing Professional Issues Committee.

K. STUDENT SUPERVISION

When a student is sent to the office, the employee will contact the Building Administration for directions related to the individual requiring supervision and in accordance with administrative policy. The supervision by the employee shall not be in excess of the time necessary to contact an appropriate administrator and secure appropriate supervision.

L. PROFESSIONAL APPEARANCE

All members of the PSRP Bargaining Unit shall observe the same guidelines for professional appearance as is expected of the licensed teaching staff.

III. WORKING CONDITIONS, FAIR PRACTICES AND BENEFITS

A. SENIORITY

1. Seniority shall be defined as the length of continuous services to District 99 and shall be applied district-wide in the bargaining unit. Upon employment, each employee shall receive a seniority date which shall be the date the Board approves his/her employment or the first day of actual work whichever is earlier. If two (2) or more employees have the identical seniority, the Superintendent shall retain the employee best qualified for the position.
2. Continuous service is broken only by one of the following:
 - a. Voluntary quitting or resignation
 - b. Discharge for proper cause
 - c. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a layoff when a notice of ten (10) or more work days has been delivered to the employee by certified mail at the last address filed by the employee with the Board office.
 - d. Retirement
3. Continuous Service shall not be broken during an approved leave-of-absence, layoff, or disability.
4. A seniority list shall be prepared annually by the employer and delivered to the Union President no later than February 1st of each school year.

B. REDUCTION-IN-FORCE

1. If the Board determines to reduce the number of employees in the bargaining unit, all probationary employees shall be terminated prior to the release of any non-probationary employees.
2. Any reduction-in-force and/or recall of employees shall be in accordance with Section 10-23.5 of the Illinois School Code (105 ILCS 5/10-23.5).
3. The parties recognize that within the bargaining unit are ten (10) separate classifications of employees:
 - a. 10-month School Clerks
 - b. 12-month School Clerks
 - c. Media Program Assistants
 - d. Program Assistants
 - e. Registered Nurses
 - f. Licensed Practical Nurses
 - g. 10-month District-level Clerks
 - h. 12-month District-level Clerks
 - i. Computer Technicians
 - j. Interpreters

C. VACANCIES AND TRANSFERS

1. All vacancies, newly-created positions or other positions covered by this Agreement shall be posted for at least five (5) working days, during which time the Board shall not fill the position except on a temporary basis. The Board shall consider all applications submitted within the posting period. Vacancies shall be posted on the District website. Applications for such positions must be made via the District's online application system and received by the District during the posting period. Employees shall receive online verification confirming the receipt of the application within two (2) days. Positions shall be posted as they become available.
2. The Board reserves the right to make assignments of employees within the bargaining unit. The seniority of the bargaining unit members shall be used as a final determining factor in transfers only if all factors are considered equal by the administration upon review of qualification, reasons for and alternatives to the transfer, District needs, and Board policies. Any employee being transferred shall be notified of the transfer by the Superintendent/designee. At the employee's request, a conference shall be held with the Superintendent or his designee and a Union representative to discuss the reasons for the transfer. No employee who is involuntarily transferred shall suffer a base salary reduction as a result of the transfer; however, the employee's salary will be frozen until the regular scheduled salary for the position to which the employee is transferred exceeds the employee's salary at the time of transfer. Transfers may be made so long as the employee and

Union President are notified at least three (3) school days in advance of the transfer of a ten (10) month employee or at least three (3) business days in advance of the transfer of a twelve (12) month employee. The advance notice requirement does not apply in the case of a transfer due to an emergency for any employee.

3. Upon transfer or assignment of new duties, staff members will receive timely and necessary training to assure competence in the performance of these new job responsibilities during work hours by either District or non-District trainers. The Union or an employee in the job position may provide input for training which is relevant to the job responsibilities and duties of the specific position for consideration by the District.

D. HOURS OF WORK

1. The normal work week for employees shall be Monday through Friday, unless otherwise specified in this Agreement and shall not exceed the specified number of hours per week listed below:
 - a. 10 month School Clerk and Interpreters: 8 hours per day, 40 hours per week
 - b. 12 month School Clerk: 8 hours per day, 40 hours per week
 - c. 10 month District-level Clerk: 8 hours per day, 40 hours per week
 - d. 12 month District-level Clerk: 8 hours per day, 40 hours per week
 - e. Program Assistants/Media Program Assistants: 6 hours per day, 35 hours per week
 - f. Registered Nurse: 6 hours, 10 minutes per day, 30 hours, 50 minutes per week
 - g. Licensed Practical Nurse: 6 hours per day, 35 hours per week
 - h. Computer Technicians: 8 hours per day, 40 hours per week

The Administration may from time to time assign overtime work. During the summer and spring break, twelve month school clerks shall start no later than 7:30 a.m. and work four (4) days per week for six (6) hours per day.

2. Employees working six (6) hours or more per day shall receive a duty-free lunch period of thirty (30) minutes. Except for program assistants, employees working seven (7) hours or more per day shall receive two (2) fifteen-minute breaks.
3. 10 month School Clerks, 10 month District-level Clerks and Interpreters shall work an additional three (3) weeks before the start of the school year and one (1) week after the last day of school.
4. The position of bus aide is to be posted consistent with other District positions. Compensation paid will be equal to the hourly program assistant pay for the individual program assistant for bus duty hours worked.
5. Nurses shall work the regularly scheduled 185 days per school year. Nurses shall begin working five (5) days before the first day of school for teachers. Nurses shall work the same hours as the licensed staff members for Parent-Teacher Conferences and Institute Days. In addition, Nurses will work an

additional hour on at least two (2) Wednesdays not more than three (3) Wednesdays per school year. For the Wednesdays that the Nurses work an additional hour, they shall be compensated at a rate of \$30.00 per hour. Nurses shall receive the administrative checkout procedures at least two (2) weeks prior to the last day of student attendance. Nurses shall work their normal work day hours on the days of open house and a modified work day for Parent Teacher Conferences.

6. Bargaining unit members shall be issued keys for their assigned work areas.
7. Elementary School Clerks, District-level Clerks, Interpreters and Computer Technicians shall work Monday – Friday from 7:30 a.m. to 4:00 p.m. except that Junior High School Clerks, Attendance Clerks, and Service Center Clerks shall work from 7:00 a.m. to 3:30 p.m. A one hour variance in the start time or end time of the employees' regular work hours shall be allowed for scheduling the District-level Clerks and Computer Technicians with the approval of the Superintendent or designee and no less than forty-eight (48) hours notice to the affected employee(s). In addition, if the need arises to schedule a Computer Technician outside of the normal work hours or permitted variance to have such work performed in a manner which is least disruptive to the school environment, a scheduling adjustment is permitted with the approval of the Superintendent or designee and no less than forty-eight (48) hours notice to the affected employee(s). During the summer, all District-level Clerks and Computer Technicians shall maintain normal work hours.
8. A Program Assistant/Bus Aide who is not present due to the use of a pre-scheduled sick or personal leave for a half day may not complete his/her Bus Aide position for the portion of the day the Program Assistant is present.
9. The Board shall endeavor to have at least one full-time School Clerk in each school building.

E. JOB DESCRIPTIONS AND EVALUATIONS

1. The Board reserves the right to develop job descriptions for all positions within the bargaining unit. Employee job descriptions shall specify duties and tasks and identify the immediate supervisor. Changes to the job descriptions that involve significant addition or deletion of duties will be made available to the affected employees and representatives of the bargaining unit for review within a reasonable time-period of the modification.
2. The Board reserves the right to develop evaluation plans for all positions within the bargaining unit. Such evaluations shall be developed via committees including representation from this bargaining unit, administrative representation, and representation from certified staff. Committee recommendations for such evaluation plans will be submitted to the Board for approval. Review of evaluation plans will be made as needed. If a new evaluation plan is developed, an employee shall not be evaluated until at least thirty (30) days after the new evaluation plan has been presented to the affected employees.

3. Job descriptions for employees covered by this agreement shall be provided annually to the President within two (2) weeks after the beginning of the school year. If there is a change in an employee job description from the previous year which is deemed to be a change in working conditions, the parties shall bargain the impact of the modification to the job description in accordance with the Illinois Educational Labor Relations Act.
4. Employees shall be evaluated at least once per year. If an employee receives a negative evaluation, the Program Assistant shall be evaluated a second time during the school year in order to determine if his/her employment will be renewed for the next school year. In addition to the above, an employee shall receive an informal mid-year check-in of his/her performance. The evaluation of employees will be completed by approximately May 1.

F. DISCIPLINE

1. Employees who have successfully completed their probationary period may be suspended or dismissed by the Board for incompetency, negligence, inability to perform assigned job functions, immorality, or other sufficient cause. Employees subject to suspension or dismissal shall be given a statement of the charges against them in writing. Prior to any decision being made, the employee shall be given an opportunity to meet with the Superintendent at a Step Three conference pursuant to the grievance procedure.
2. In the event a decision to suspend or dismiss any employee is made by the Superintendent, the employee may proceed to a Step Four grievance hearing with the Board of Education. In the event a suspension or dismissal decision is made by the Board of Education, the employee may proceed to Step Five (arbitration) in accordance with Section V(3) of this Agreement.

G. PERSONNEL FILE

1. At an employee's request, his or her personnel folder on file at the Administration Building will be available for inspection during regular business hours. Any examination will take place in the presence of a secretary or other party in charge of filing records. Upon request, the employee shall be provided with one copy of reports, evaluations and documents contained in the folder. Confidential material, references and similar material shall not be accessible to the employee. Materials related to disciplinary matters may be removed, upon receipt of a written request of the employee, no sooner than two (2) years after the disciplinary action/investigation was concluded.
2. When a report relating to observation, evaluation or performance is written concerning an employee by a teacher, supervisor, or administrator, the employee shall be given an opportunity to review such report before it is forwarded for any type of action or placed in the employee's file. Upon such review, the employee shall affix his/her signature, indicating that he/she has read the report. The employee may submit a written statement explaining the employee's position,

which statement shall be attached to the report.

H. OVERTIME

All overtime must be pre-approved by the Superintendent or his/her designee and confirmed in writing. Overtime rates shall be paid at one-and-a-half times the employee's regular hourly-rate of pay. Employees required, recruited, asked, assigned, etc. to work on weekends, holidays, and/or days off shall be paid at their regular hourly-rate of pay or at their overtime rate if applicable.

REGISTERED NURSES

Registered nurses shall receive \$30.00 per hour for any work performed over thirty (30) hours fifty (50) minutes actually worked in one week.

I. PROBATION

1. New employees shall serve a probationary period for one (1) year after they are hired. Such employees shall be deemed to have successfully completed their probationary period unless they receive a notice of dismissal, in writing, from the Board on or before May 15th, of the probationary year. Employees must be hired by October 31st of the school year to be eligible to complete their probationary period.
2. The Board may terminate an employee at any time during the probationary period provided it first gives written notice of deficiencies after which the employee shall have thirty (30) calendar days to improve job skills. At the conclusion of said thirty (30) day period, the Board in its discretion may release the employee with a two-week notice. However, in the event the employee engages in misconduct of a serious or irremediable nature, the probationary employee may be subject to immediate dismissal.
3. Probationary employees may not initiate any grievances relating to their suspension or dismissal.

J. INSTITUTE DAYS/INSERVICE TRAINING/PLANNING

1. Employees required to attend institute days shall receive their hourly salary for the hours of attendance unless such attendance would cause the employee to work more than his/her regular work week, as defined in Article III(H) thereby causing the employee to be paid at his/her overtime rate.
2. Program Assistants/LPNs may be required, periodically, to attend meetings prior to or after the work day. They shall be paid their hourly salary for the hours of attendance or if eligible, overtime pay. Program Assistants/LPNs shall be given two (2) week notice if attendance at before or after school meeting will be mandatory. Employees who do not receive the two (2) week notice shall not be required to

attend the aforementioned meetings. Program Assistants, LPNs, and RNs shall attend all required in-service and school improvement days per the current school calendar. RNs shall attend all institute days. Employees shall receive a three (3) day notice if a required meeting is to be held in a building other than the building to which they are assigned.

3. Employees will be eligible for reimbursement of expenses to attend out-of-district conferences pending approval of the Superintendent or designee. Employees shall be notified of the approval/denial to attend the conference/workshop within two (2) weeks of his/her submission of the application to the Superintendent.
4. Employees may use certain institute and/or SIP days as identified by the Superintendent or his/her designee in order to view the required GCN videos. In addition, the Superintendent or his/her designee may designate time during the work week for the purpose of multiple individuals to view the GCN videos as a group.

Also, School clerks may be required, as a condition of employment, to obtain Illinois Department of Public Health Vision and Hearing Screening certificates if classes are reasonably available.

5. Employees may elect to attend one building or curricular meeting per month. Program Assistants may elect to stay for a planning session with their supervising teacher on one (1) Wednesday per month in lieu of the building or curriculum meeting. The employee must submit a time card to be paid at their current hourly-rate for that monthly meeting unless such attendance would cause the employee to work more than his/her regular work week, as defined in Article III(H), thereby causing the employee to be paid at his/her overtime rate. Nurses who elect to stay for any meetings more than those required shall be paid at the rate as determined in Article III(H).
6. The administration shall provide job related training for bargaining unit employees. The topics, times, and places shall be determined by the administration.
7. When a pay day coincides with an institute day, program assistants shall be able to pick up their checks when they become available at their respective buildings or where designated by the Business Office.
8. The Board/Administration shall make every effort to insure that employees shall be scheduled to receive additional training based on their seniority.
9. The Board/Administration shall make efforts to provide Program Assistants with two (2) days of training dedicated to professional development prior to student attendance days per the board-approved school calendar. Such days shall be used for job training and/or meeting with their assigned teacher(s). In addition, Program Assistants shall receive all necessary and appropriate training in accordance with State and Federal Law.

10. If training is scheduled outside of the employee's scheduled work day, the employees shall be given a week's notice of training. If the employees do not receive the notice the training shall be rescheduled.

K. CONDITIONS OF EMPLOYMENT/NOTIFICATION OF ASSIGNMENT

1. Members of the bargaining unit are subject to assignment each year by the Administration. When more than one employee requests a transfer, seniority of the bargaining unit members will be used as a final determining factor in transfers only if all factors are considered equal by the administration upon review of qualifications, reasons for the transfer, District needs, and Board policies.
2. Notification of tentative assignment and commencement of work for the following school term shall be made in writing not later than two (2) weeks before the close of the current school term.

L. ASSAULTS AND VANDALISM

1. In any case in which a Principal has been notified that an employee has been assaulted and/or battered in the course of his/her employment, the Principal shall promptly notify the Superintendent of the incident. Upon notification, the Superintendent shall immediately notify the proper local law enforcement agency/agencies if it is determined to be warranted. The Principal shall also notify the parent/guardian of the student (if the assault and/or battery was committed by a student).
2. When damage has been caused to an employee's private automobile by a pupil or employee of District 99 during the course of an employee's work day, the school staff and Administration will assist in apprehending the individual and in collecting the cost of such damage so long as the employee has filed a report with the Building Principal and a police report with the Town of Cicero Police Department.

M. CONDITIONS OF EMPLOYMENT

The Union agrees that there shall be no strike or withholding of services during the term this Agreement is in full force and effect.

N. HEALTH INSURANCE

1. The BOARD agrees to provide hospitalization and major medical insurance including full coverage of maternity costs, providing benefits not less than those being presently provided to the employees at the cost listed below for employees pursuant to salary level. Married employees, or employees with a spouse as defined by 750 ILCS 75/1 et. seq., shall be provided benefits for themselves, their spouses, and their dependents. Unmarried employees shall be provided benefits for themselves and their dependents, if any.
2. Full-time employees who elect to participate in the District's insurance program shall pay the amount listed below per check for twenty-four (24) checks annually based upon the employee's base salary**:

UNDER BA 1 of Teacher's Salary

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2017-2018	\$41.75	\$75.00
2018-2019	\$46.75	\$82.50
2019-2020	\$51.75	\$90.00
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2017-2018	\$47.00	\$84.25
2018-2019	\$52.00	\$91.75
2019-2020	\$57.00	\$99.25
<u>PPO</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2017-2018	\$50.00	\$90.00
2018-2019	\$56.00	\$101.00
2019-2020	\$62.00	\$112.00

OVER BA 1 of Teacher's Salary

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2017-2018	\$57.50	\$97.50
2018-2019	\$62.50	\$105.00
2019-2020	\$67.50	\$112.50
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2017-2018	\$65.00	\$110.00
2018-2019	\$70.00	\$117.50
2019-2020	\$75.00	\$125.00
<u>PPO</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2017-2018	\$68.50	\$116.00
2018-2019	\$74.50	\$127.00
2019-2020	\$80.50	\$138.00

3. Coverage will be specified in an annual summary of benefits provided by the insurance broker.
4. An insurance committee shall be established. The Committee will be composed of eight (8) members appointed by the Union, four (4) Board appointees, one custodian; one bus driver; and one exempt employee. The Committee shall meet annually or as needed to review the District's insurance program. The Committee may prepare recommended modifications or changes in the insurance program to be submitted to the Board and the Union for ratification.
5. The District will provide a wellness program at no cost to the employee at a site(s) of the District's choosing.
6. The Board reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service so long as the coverage(s) selected are comparable to the current coverage.
7. Any full time member employed by the Board who has been enrolled in the District's health insurance program pursuant to Article III, Section N above for at least six (6) months of the fiscal year prior to the start of the following school year, may elect to receive \$1,500.00 as additional compensation if the employee is eligible for single health insurance but does not enroll in any health insurance the

following school year; or may elect to receive \$2,275.00 as additional compensation if the employee is eligible for family insurance but enrolls only in single health insurance the following school year; or may elect to receive \$3,000.00 as additional compensation if the employee is eligible for family health insurance but does not enroll in any health insurance the following year. Such compensation will be paid to the employee throughout the school year after the employee disenrolls from the District's health insurance coverage and/or the employee's health insurance eligibility changes as long as appropriate documentation, if needed, is provided to the District within the open enrollment period for insurance.

Such a decision to accept the additional compensation in lieu of enrolling in the District's health insurance must be made by the qualified and eligible employee prior to the health insurance open enrollment period immediately prior to the school year in which the additional compensation is to be paid. Employees may change insurance coverage mid-year due to a change in life events as required by the District's health insurance carrier's policies. Changes in the amount of the insurance opt out benefit due to changes in life events may not be received until the following school year in accordance with the provisions of the preceding paragraph.

The additional compensation shall be added to the his/her gross salary and paid in equal installments as part of his/her regular paycheck. Any amounts paid to the employee under this election shall be subject to usual and customary withholding of taxes, IMRF contribution (if required), and any other withholdings required by law. If the employee leaves employment with the District during the school year, the District's obligation to pay any remaining compensation under this Section shall cease on the last day of employment.

No individual who is currently enrolled in/enrolls in the Retirement program of this Agreement shall be eligible to receive such additional compensation pursuant to this Section of the Agreement. In addition, if an individual who seeks to receive the additional compensation from this provision would cause the District to violate the laws and regulations which specifically preclude an employer from offering a financial incentive or other benefit to an employee not to enroll in, or to terminate enrollment in, a general health plan that is or would be primary to Medicare shall not be eligible for the additional compensation.

Employees who seek to re-enroll in the District's health insurance may do so in accordance with the rules of this plan.

O. HOLIDAYS

1. All employees in the PSRP Unit except for Registered Nurses shall be eligible for the benefits listed in this section.

2. The following holidays shall be observed by the Board as paid holidays for all employees:

10-Month Employees	12-Month Employees
Labor Day	Labor Day
Columbus Day	Columbus Day
Veterans' Day	Veterans' Day
Thanksgiving Day	Thanksgiving Day
Day After Thanksgiving	Day After Thanksgiving
Christmas Day	Christmas Day
New Year's Day	New Year's Day
Dr. Martin Luther King Jr. Day	Dr. Martin Luther King Jr. Day
President's Day	President's Day
Casimir Pulaski Day	Casimir Pulaski Day
Memorial Day	Memorial Day
Floating Holiday	Floating Holiday
	Christmas Eve
	New Year's Eve
	July 4th

Plus any Board-granted holiday or other mandatory holiday designated by the Federal or State Government.

The Floating Holiday shall be determined by mutual agreement of the parties.

3. The District may require an employee who is absent on a scheduled work-day prior to and/or after a holiday to provide verification of an appropriate reason for the absence. Failure to provide such verification shall result in a loss of salary for the day(s) which the employee is unable to provide verification of an appropriate reason for his/her absence.
4. The District may require an employee who utilizes a sick day(s) in conjunction with the use of a personal day(s) immediately before and/or after a holiday to provide verification of an appropriate reason for the sick-day(s) absence(s) described above. Failure to provide such verification shall result in a loss of salary for the day(s) which the employee is unable to provide verification of the need to utilize a sick day(s) as described above.
5. Employees will be paid for the days listed Article III(O)(2) regardless of the day of the week on which they fall.
6. Employees will be paid for the days listed Article III(O)(2) if they are employed before and after the holiday.

7. Employees will be paid their regular daily-rate of pay for the holiday.
8. The District shall take all necessary steps to change the observance of Veterans Day to the Wednesday before Thanksgiving.

P. SUBSTITUTION AND TRANSLATION DUTIES

1. In the event that a Special Education Program Assistant is absent, each school will, whenever possible, formulate a fair and equitable rotation that requires all Special Education Program Assistants and One-on-One Program Assistants whose students are not in attendance on that day to assist students and classrooms where the assigned Program Assistant is absent.
2. The District will make its best efforts to establish and maintain a substitute pool for program assistants, nurses and clerks.
3. Employees who serve as translators/interpreters before and after school shall be paid via time card for their services at their regular hourly-rate. Staff members who are required to provide additional duties as translators/interpreters during their assigned thirty (30) minute duty free lunch and who are unable to take a duty free lunch during that school day will receive compensation at their appropriate hourly-rate.
4. The District and Union agree that a Permanent Substitute Clerk position shall be employed and primarily assigned to the District Administration Building for the purpose of substituting for the clerk assigned to the main entrance reception desk in his/her absence. If the main entrance reception desk clerk is absent and the Permanent Substitute Clerk is absent, the Superintendent or his/her designee will assign District Secretaries to perform the duties of the clerk assigned to the main entrance reception desk.

If the Permanent Substitute Clerk is not required to perform the duties of the clerk assigned to the main entrance reception desk, the Permanent Substitute Clerk may be assigned to perform other District and/or Building Clerk duties as needed by the Superintendent or his/her designee. If the Permanent Substitute Clerk is assigned to report to a building in the District other than District Administration Building for the entire work day, the Permanent Substitute Clerk shall not receive any mileage reimbursement pursuant to this Agreement and/or the law. However, if the Permanent Substitute Clerk is required to be at more than one building in the District during the work day, he/she shall be paid mileage reimbursement pursuant to this Agreement and/or the law.

The Permanent Substitute Clerk is not eligible to receive any substitute pay as permitted for building and/or District-level Clerks pursuant to this Agreement.

5. A Program Assistant who is a licensed teacher in the State of Illinois shall be

reimbursed at the internal substitute rate of pay when subbing for an absent teacher.

6. Special Education Program Assistants that are permanently assigned to physically assist in diaper changing or toileting activities for a student in first grade or above will be compensated at a rate of \$125.00 per semester. The stipend may be prorated based on time and/or substitutions regarding performance of the duties specified above. Special Education Program Assistants who will receive this stipend will be pre-assigned and approved by the Superintendent, or his/her designee, at the beginning of each semester. Any substitutions and/or proration will also be approved by the Superintendent or his/her designee.

Q. RETIREMENT ALLOWANCE BENEFITS

1. Eligibility Criteria

- a. Complete ten (10) consecutive years of full-time service in the District immediately prior to the employee's retirement date. Contract service nurses, who were employees prior to July 1, 2006, shall have those years included as years of service to the District;
- b. Meet IMRF age requirement for retirees; and
- c. Have applied and been approved for IMRF retirement.

2. Benefits

- a. \$225.00 for every year of full-time service to the District and not to exceed \$7,000.00. This benefit shall be paid as a post retirement payment.
- b. \$35.00 for unused accumulated sick-leave days up to a maximum of \$7,500.00. This payout will be paid only to an employee who has accrued sick days remaining after the employee has utilized any and all sick days to secure additional IMRF service credit. This benefit shall be paid as a post retirement payment.

3. Insurance

Beginning with retirements effective June 30, 2007, retired PSRP unit members shall be eligible to participate in the District's insurance program at the COBRA rate up to the age of sixty-five (65) or Medicare eligibility, whichever first occurs. However, a PSRP unit member who retires between sixty-two (62) and sixty-five (65) years of age shall pay for health insurance at the cost to then current active employees.

4. Employees shall be eligible to purchase service credit towards retirement for unused sick days pursuant to IMRF regulations.

R. PAY OPTION

Employees will receive their pay checks on a twenty-six (26) period pay plan. Any employee who received his/her check on the ten (10) month plan during the 2012-2013 school year may continue on that plan by informing the business office of his/her intention by June 15th of each year.

S. TUITION REIMBURSEMENT

1. Subject to the provisions of this article, the Board shall reimburse full time employees who have completed two consecutive years of service, an amount equal to 75% of the tuition and/or fees paid by an employee for taking courses for the purpose of improving their skills as relating to his/her job. The Board shall not pay any employee an amount in excess of two thousand five hundred dollars (\$2,500.00) for each year of the contract thereafter so long as the total reimbursement for any school term does not exceed forty thousand dollars (\$40,000.00) for the entire bargaining unit.
 - a. In order to secure reimbursement, the Superintendent or designee shall first approve each course before the employee enrolls. Video and/or correspondence courses will not be acceptable.
 - b. Upon successful completion of an approved course (grade C or better), the employee shall submit to the Superintendent a request for reimbursement together with a receipt of payment and grade report and/or official transcript.
 - c. Request for reimbursement shall be submitted within sixty (60) days following completion of each course. Special consideration shall be granted if there is a delay in the transmittal of such grade report and/or transcripts.
2. Employees shall be reimbursed an amount equal to 100% of the cost of participating in pre-approved workshops and conferences related to their job responsibilities. The Superintendent or designee shall approve such requests pursuant to the administrative procedures regarding conferences and workshops.
3. Employees who are required to obtain and retain Vision and Hearing Screening Certificates will receive full reimbursement for such training/recertification upon proof of successful completion of training/recertification and proof of payment.
4. If an employee voluntarily leaves the employment of District 99 any time during the one (1) year after completing the approved coursework, he/she forfeits the right to any tuition reimbursement he/she should have received for the current year AND the classes taken in the previous one (1) year. The Board shall not be obligated to pay any employee tuition reimbursement between the last day of employment in June of the current school year and September 1 of the next school year.

T. TRAVEL COMPENSATION

1. When an employee uses his automobile for school district-approved purposes, and such use first has been authorized in writing by the school Principal, or by the Superintendent or designee, the employee shall be reimbursed at the district rate for his/her car usage for school purposes upon written request for such reimbursement. Reimbursement includes travel in excess of mileage normally travelled from the employee's home to workplace location on a normal workday for such conferences and workshops which are pre-approved by the Principal or Superintendent or designee.
2. District-level Clerks and Computer Technicians are covered under the District liability insurance for incidents which occur while the employee is in the process of moving District equipment and/or materials in the employee's personal vehicle while the employee is on duty, acting in accordance with his/her duties/assignments and acting without gross negligence or willful/wanton conduct.
3. Computer Technicians may be required to transport technology equipment in their personal vehicles. However, the District will provide transportation of technology equipment when it is reasonably determined that such equipment could damage to the individual's personal vehicle based upon the size and/or weight of the technology equipment. In no event will a Computer Technician be required to transport an item in excess of fifty (50) pounds except in cases of extreme emergency.

U. STAFF - STUDENT RATIO

The Board shall make the state guidelines available for special education program assistants.

V. SICK-DAY BANK – PSRP

The Union will develop and maintain a Sick Day Bank ("Bank") to be operated by a Board of Trustees ("BOT") appointed by the Union. The Union will inform the Board of Education ("BOE") of the names of the employees who have contributed days to the Bank and the names of employees who are to receive days from the Bank. Upon receipt of the names of participants in the Bank the BOE will record the transfer of the employee's day(s) to the Bank. When the BOE receives notification of a grant of days to an employee, the BOE will credit the employee with the number of days specified by the BOT. The BOE shall have no other duties or functions with respect to the Bank that are not explicitly set forth in this Section. Any disputes between employees regarding the Bank shall be resolved exclusively by the Union. Bargaining unit members may not file a grievance to resolve disputes over the provisions of this section. The Union may file a grievance to resolve a dispute limited to the BOE's recording and transfer of days but only after first giving the BOE written notice of the alleged discrepancy and the opportunity to resolve the discrepancy.

The Union shall indemnify and hold harmless the Board of Education, 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 of Trustees in the operation of the Sick Bank.

- W. All employees shall have the opportunity to apply for extra-curricular positions listed in the teacher's contract.
- X. No Program Assistant shall be assigned to more than two buildings per day.
- Y. Computer Technicians shall be furnished with five (5) uniform shirts upon hiring. Additional shirts can be purchased at the employee's expense. Uniform shirts damaged in the performance of the employee's duties shall be repaired or replaced without charge based on reasonable need. One (1) additional shirt shall be issued each subsequent year. During work hours, the employee shall be required to wear the uniform shirt provided to them by the District. Tailored dress slacks, business casual (Dockers® style), or solid cargo pants in a fabric other than denim are considered appropriate for the work place during the school year. If the pants have belt loops, a belt should be worn. Sweat pants, wind pants, and warm-ups are not considered appropriate for the work place. Appropriate jeans or shorts (knee length) are acceptable during the summer months. Jeans and shorts worn to work may not be torn or overly faded, and may not show signs of excessive wear. Shoes appropriate for the assignment should be worn. Sandals are not permitted.

IV. LEAVES

A. SICK LEAVE

1. Each employee shall be entitled to twelve (12) days of sick leave each year without loss of pay. Each employee who has accumulated more than 75 sick days prior to the start of the fiscal year shall be entitled to thirteen (13) days of sick leave each year without loss of pay. Sick leave not used in the year of service for which it was granted shall accumulate without limitation. Employees shall be notified in writing at the beginning of each school year as to the current number of sick days that they possess.
2. Sick leave shall be used only for personal illness, quarantine at home, or illness in the immediate family or household. Employees who begin employment after the beginning of the school year shall be credited with prorated sick leave based upon one (1) day sick leave for each month of employment and the school year.
3. In the event an employee is sick more than four (4) consecutive days, the district may require the employee to furnish a doctor's note.
4. Any PSRP employee using two (2) or fewer full days of Sick Leave and Personal Leave in one fiscal year shall be given \$250.00 as incentive pay at the conclusion of the fiscal year. Any PSRP employee who completes the fiscal year with perfect attendance shall be given \$400.00 as incentive pay at the conclusion of the fiscal year. PSRP employees shall only be eligible for the greater incentive documented

above. In no case may a PSRP employee receive both payments. Contributions to the Sick Bank shall not be considered absences when determining eligibility for this benefit.

B. BEREAVEMENT LEAVE

1. All employees shall be allowed up to four (4) work days of absence, without loss of pay, in the event of the death of a member of the immediate family. Immediate family shall include parents, spouse, domestic partners as defined in law, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In the event of death of relatives not in the immediate family, an employee shall be granted a one (1) day absence without loss of pay. Bereavement leave shall not be cumulative. Neither shall the use of such leave cause any reduction in sick leave.
2. Upon written request to the Superintendent, he/she or his/her designee may grant an additional two (2) days absence without loss of pay by reason of extenuating circumstances.
3. The employee may be asked to provide a copy of an obituary/death notice from a publication and/or proof of the relative's date of death if such leave is beyond one day.
4. The use of bereavement leave shall be immediately after the death of an individual as noted above unless good cause is shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). The employee shall request approval from the administration, in writing, for her/his use of some or all of the bereavement days at a later date which will include the reason(s) for the intended use.

C. UNION LEAVE

The UNION's president, or appointed designee, shall be allowed released time not to exceed ten (10) days per school term from duties for the purpose of attending to UNION business. As a condition precedent to the exercise of the privilege hereby granted, the UNION's president, or appointed designee, shall: (a) notify the Superintendent or designee in a timely fashion of the need to attend to official UNION business; (b) subject to approval by the Superintendent or designee of the employee's qualifications, to secure and brief another employee, or employees, in the building to perform duties from which the UNION's president, or appointed designee, will be absent; (c) inform the Superintendent or designee of the arrangement made, and (d) the cost of any such substitution shall be borne by the UNION.

D. PERSONAL BUSINESS

1. All employees shall be granted two (2) days per school year personal-business leave without loss of pay or sick leave for such personal business as family matters which

require absence during school hours, or for the observance of religious holidays. Employees that use three (3) or fewer sick days during the previous school year shall be granted one (1) additional day the following school year for personal-business leave, without loss of pay or sick leave for such personal business as family matters which require absence during school hours, or for the observance of religious holidays. Employees may receive a maximum of three (3) personal-business days during any single school year. The reason for taking personal leave need not be disclosed by the employees. The Union and the employees, however, recognized a moral obligation to restrict absences for personal leave in the spirit of the Agreement. Personal Leave not used by the end of the school term shall be counted in the following school term's total amount of sick days available to the employees. Personal leave may not be taken during the first week or the last week of the school term, or on a day immediately prior or immediately following a holiday or school recess without prior written approval of the superintendent or designee. The written request must be made at least forty-eight (48) hours prior to use of the requested personal day.

E. JURY DUTY

1. Any full-time employee who misses work days because he/she is required to serve on jury duty during the school year shall receive a full salary during the period of such service. Employees may keep stipend paid to them for jury duty.

F. VACATION

1. Twelve-month employees shall be entitled to vacation days in accordance with the following schedule.

Years of Service	# of Vacation Days
0 up to 2 years	5
2 to 7 years	10
8 to 12 years	15
More than 12 years	20

Any new employees must work a minimum of five months before taking any vacation time.

2. Employees may be allowed limited carryover of days with approval of the Superintendent or designee.

Employees eligible for twenty (20) days may choose to receive payment at their per diem rate for the fourth week instead of taking the days as vacation.

Vacations may not be taken in blocks of more than two (2) consecutive weeks unless pre-approved by the Superintendent or designee.

- F All employees may be granted a leave of absence by the Board for a period of one semester or

less for the purpose of completing a course of education study that leads to a bachelor's degree or higher including, but not limited to, student teaching, internship, etc. Requests for such leave shall be made in writing at least thirty (30) days prior to the beginning of the semester during which the leave will occur. The thirty (30) day notice may be waived by the Superintendent or designee. During the leave of absence, the employee shall not suffer a loss of seniority and the employee shall be eligible to maintain his/her benefits and medical insurance at his/her employee premium rate. At the conclusion of the education leave of absence the employee shall be returned to the position, or a similar position, as the individual held at the time the education leave of absence was commenced.

V. GRIEVANCE AND DISCIPLINE PROCEDURES

A. Grievance Procedure

1. Definition:

A grievance is a complaint involving a work situation or a complaint that there has been a deviation or misapplication of a practice, policy, or a complaint that there has been a violation, a misinterpretation or a misapplication of any provisions of this Agreement.

2. Basic Principles:

- A. Any employee or group of employees shall have the right to present grievances in accordance with these procedures. A group shall consist of employees who hold the grievance in common.
- B. All discussions shall first be kept confidential by all parties involved during the first stage of a grievance.
- C. An employee who participates in the grievance procedure shall be free from disciplinary action or reprimand because of such participation.
- D. The Administration has the responsibility to consider and take prompt action, within authority delegated to it, on grievances presented to it.
- E. The failure of the UNION to act within the time limits will act as a bar to any further appeal. The Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the 'next step.' The time limits may be extended by mutual agreement. All references to days shall refer to teacher attendance days.

It is agreed that no grievance shall be suspended or delayed by reason of the summer vacation. During the District's summer vacation, it is agreed that all days referred to in this Article V shall mean District business days, not

teacher attendance days.

- F. Hearings and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
- G. Grievance meetings shall be scheduled at a time mutually agreeable to all of the participants.
- H. If a grievance arises from the action of a District Administrator, Supervisory Staff member, or the BOARD, the grievance shall follow the same procedure as outlined below; however, the first stage should be a request for an informal conference with the appropriate Assistant Superintendent or the Assistant Superintendent for Finance/Operations, depending upon whether the grievance is an instructional or a business matter.

The appropriate Assistant Superintendent shall render a decision in writing within fourteen days to the UNION Grievance Chairperson and the Superintendent.

In the event the grievance has not been settled satisfactorily at this stage, the grievance may be referred to the third stage as outlined below.

3. Procedures:

First Stage

The aggrieved employee shall request an informal conference with his or her immediate supervisor regarding the adjustment of any grievance. This is to be done within fifteen (15) teacher attendance days after the employee becomes aware of the alleged violation. At this and all future conferences regarding the alleged grievance, the employee may be represented by a UNION representative or by any employee of his or her choice. If the employee is represented by a Union representative who is assigned to the same building at which the grievance originated, the conference may be held during regular school hours. If the employee is represented by a Union representative who is assigned to a building other than that at which the grievance originated, the conference must be held after regular school hours. The supervising administrator may also have a representative of his/her choice. The aggrieved employee must be present at this as well as at all subsequent meetings. No other Teacher organization shall represent the employee, if the grievant is dissatisfied with the outcome of the conference, he or she is privileged to proceed to the second stage.

Second Stage

In the event the grievance has not been settled satisfactorily at the First Stage, the aggrieved employee, if he or she chooses the UNION as his or her representative,

shall prepare a signed statement setting forth all of the pertinent facts and dates relative to the complaint and the remedy or relief sought. Copies of the complaint shall be submitted to the appropriate Assistant Superintendent.

If the employee chooses another employee other than an official UNION representative as his/her representative, he/she shall submit the same type of report to such representative who shall also sign it, and present it to the immediate administrator of the grievant and to the Superintendent.

The aggrieved employee, having filed the grievance in writing, shall at a mutually agreeable time, discuss the matter with the Principal and his/her representative if he/she so desires, in the presence of a UNION representative if desired or in the presence of any employee of the grievant's choice with the objective of resolving the matter. The filing of the grievance at the second stage must be within ten (10) days of the first stage conference. The immediate supervisor or other Administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the aggrieved employee, the Superintendent, and the UNION President within ten (10) days.

Third Stage

In the event a grievance has not been satisfactorily resolved at the Second Stage, the aggrieved employee or his/her representative, within ten (10) days of the Administrator's written decision, shall submit a statement of appeal with reasons to the Superintendent. Copies of this statement are to be forwarded to the grievant, administrator involved and the UNION President.

Within ten (10) days after the written appeal is submitted, the aggrieved employee, the Administrator, the Superintendent, and a UNION Representative, if the aggrieved employee wishes, shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within ten (10) days of the Third Stage grievance meeting and communicate it to each party participating in the Third Stage conference.

Fourth Stage

If the grievance cannot be settled at the Third Stage, the grievance shall be submitted to the BOARD through the Superintendent at a mutually agreed upon Executive Session. The aggrieved employee and his/her representative shall present a written summary to the BOARD in advance of the executive session. The employee and his/her representative shall present their case orally to the Board at the Executive Session. The Board's decision shall be communicated to the grievant and the Union within ten (10) days of the Executive Session.

Fifth Stage

If the grievance is not satisfactorily resolved at the fourth stage, the UNION may

submit the grievance to binding arbitration within twenty-five (25) teacher attendance days after receipt of the Board's decision at the fourth stage, by requesting an arbitrator from the American Arbitration Association or Federal Mediation and Conciliation Services and filing a copy of the request with the Superintendent within the twenty-five (25) teacher attendance day period. The selection of the arbitrator shall follow the voluntary labor arbitration procedures of the American Arbitration Association. The fees of the arbitrator and the American Arbitration Association shall be divided equally between the BOARD and the UNION. All other expenses shall be borne by the party incurring them. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court report and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

B. Discipline Procedure

The BOARD may discipline members of the bargaining unit with just cause for acts of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause. Disciplinary action may include written reprimands, suspensions without pay, or discharge.

1. Except for serious offenses that may warrant suspension or termination, the BOARD agrees to the concept of progressive discipline following a disciplinary conference when dealing with matters of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause. In all cases, employees will be afforded due process.
 - a) First offense: After verbal warning(s), there shall be a letter of reprimand/warning in the employee's official file.
 - b) Second offense: Upon repetition of the same offense, shall result in a one day unpaid suspension for the employee.
 - c) Third offense: Upon repetition of the same offense, the employee shall receive up to a three (3) day unpaid suspension.
 - d) Fourth offense: Upon repetition of the same offense, the employee shall receive either a suspension of more than three (3) days or termination.
 - e) Any member of the bargaining unit who is disciplined shall have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.
 - f) The Board and Union agree that the commission of certain serious offenses, and/or multiple offenses of the same or similar infractions, would permit the Board to skip some or all of the steps in the progressive disciplinary process.

2. When an administrator calls a conference with an employee which might lead to disciplinary action against the employee, the following provisions shall be applicable.
- a) Except in egregious situations (i.e. violent, abusive, or criminal activity) the employee and the Union shall be informed forty-eight (48) hours in advance of the meeting in writing as to the reason(s) for the conference and/or investigatory meeting. The written notice will include information that identifies the general details of the incident(s) (i.e. approximate date, time, place, and nature of the incident) for which the conference and/or investigatory meeting is being held if such information is available at the time the notice is drafted. The meeting shall be scheduled at a time mutually agreeable to all the participants.
 - b) The employee has the right to be accompanied by a Union representative or representative of his/her choice at the conference.
 - c) Except circumstances warranting immediate action the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.
 - d) In no instance shall disciplinary action be taken against an employee later than twenty (20) teacher attendance days after the conduct giving rise to the action or in the twenty (20) teacher attendance days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of un-remediated instances on the part of the employee, in no event shall notification be later than twenty (20) working days after observation of the last instance.
 - e) If, after a disciplinary conference an administrator takes disciplinary action against the employee the administrator shall provide the employee with written notification of the specific reason(s) for the action within five (5) teacher attendance days from the date of the conference.
 - f) In case of a termination of employment hearing or a conference involving disciplinary action to be taken against an employee, the charges brought against the employee shall be based upon the material in the official file and/or investigatory file except in cases where the administration or Superintendent believe immediate disciplinary action is necessary.

VI. SALARY PROVISIONS

- A. The Board agrees to pay the employees' salaries in accordance with Exhibits A and B of this Agreement.

- B. Placement of current and future employees on the salary schedule shall be governed by Exhibits A and B attached to this Agreement.

The salaries for the term of the agreement shall increase, at a minimum, as follows:

2017-2018	3.50%
2018-2019	3.50%
2019-2020	3.50%

- C. The following categories of days shall be working days for registered nurses.

1. All pupil contact days as appointed in the District's School Calendar as officially adopted by the Board.
2. All teacher institute days, except nurses shall work the same hours as the teachers.
3. All parent conference days, except their work hours may be modified to conform with the conference hours.

- D. Longevity

1. The longevity stipend shall only be available to employees eligible to receive the stipend up to and including the first day of school for the 2012-2013 school year. Eligible employees shall receive a longevity stipend in accordance to the following schedule:

Years of Service	Annual Stipend
Ten (10)	\$500.00
Fifteen (15)	\$600.00
Twenty (20)	\$700.00
Twenty-five (25)	\$800.00

2. Years of Service, for the purposes of this provision, shall be defined as all full-time employment in District 99.

- E. Degree Stipends for District-level Clerks, Building/School Clerks, and Computer Technicians: There shall be a yearly degree stipend for District-level Clerks, Building/School Clerks, and Computer Technicians who obtain a Bachelor's degree for the purpose of improving or supplementing their skills as relating to his/her job and is approved by the Superintendent or his/her designee. The yearly degree stipend for those employees eligible to receive it shall be \$1,000.00.

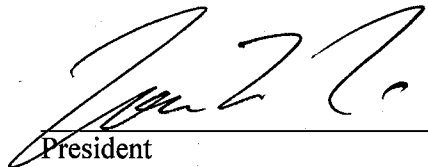
Any District-level Clerk, Building/School Clerk, or Computer Technician receiving a degree stipend for an Associate's degree prior to the 2017-2018 school year shall be grandfathered into his/her degree stipend award.

VII. TERMINATION

- A. This Agreement shall be in effect from July 1, 2017, until June 30, 2020. Unless one party notifies the second party in writing according to recognition clause, this Agreement shall remain in full force and effect until replaced by a successor Agreement.
- B. If the Board and Union fail to reach an agreement on or before the scheduled termination date of this agreement, all wage increases shall be retroactive to the day following the scheduled termination date.

IN WITNESS WHEREOF, the parties hereto, after due authorization have executed said Agreement in duplicate by their duly authorized officers on the day and year first above written at Cicero, Illinois. This Agreement terminates all prior Agreements between the parties.

BOARD OF EDUCATION
CICERO SCHOOL DISTRICT 99
Cook County, Illinois




President

Attest:



Secretary

CICERO COUNCIL – PSRP UNIT
WEST SUBURBAN TEACHERS UNION
Local 571, American Federation of Teachers

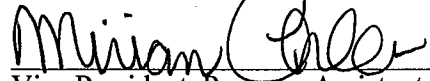


President, PSRP Unit

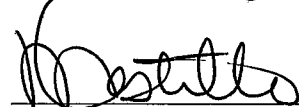
Attest:



Vice President, Clerks



Vice President, Program Assistants



Vice President, Nurses

EXHIBIT A

SALARY SCHEDULE SCHOOL CLERKS/DISTRICT CLERKS/COMPUTER TECHNICIANS/INTERPRETERS/PROGRAM ASSISTANTS/MEDIA PROGRAM ASSISTANTS

Years of Service	2017-2018	2018-2019	2019-2020
Probationary 0-1	\$19.97	\$20.67	\$21.39
Year 2-5	\$22.00	\$22.77	\$23.57
Year 6-10	\$22.44	\$23.23	\$24.04
11 Years +	\$22.92	\$23.72	\$24.55

All hourly rates referenced in the salary schedule chart are based on a minimum of a 3.5% increase for the 2017-2018 school year, 3.5% increase for the 2018-2019 school year, and 3.5% increase for the 2019-2020 school year.

Beginning the 2017-2018 school year, School Clerks, District Clerks, Computer Technicians, Interpreters, Program Assistants, and Media Program Assistants will be placed on the appropriate step of the salary schedule or left off the schedule, whichever is greater.

Off-Schedule 12-Month School Clerks/District Clerks/Computer Technicians Salary Increases

All School Clerks/District Clerks/Computer Technicians off the salary schedule will receive the same increase in salary as the rest of the bargaining unit for that particular school year. Any School Clerk/District Clerk/Computer Technician earning a higher salary than is listed on the salary schedule beginning the 2017-2018 school year shall be considered off schedule. Off schedule School Clerks/District Clerks/Computer Technicians will receive a 3.5% raise for the 2017-2018 school year, a 3.5% raise for the 2018-2019 school year, and a 3.5% raise for the 2019-2020 school year.

12-Month School Clerks/District Clerks/Computer Technicians Hours Worked

Twelve-month Schools Clerks/District Clerks/Computer Technicians are paid at an hourly rate for 1,960 hours. These hours encompass 245 days worked, at 8 hours per day. In addition, Twelve-month Schools Clerks/District Clerks/Computer Technicians are paid at the normal hourly rate for fifteen (15) holidays at 8 hours per day for a total of 2,080 hours paid.

Any twelve-month Schools Clerks working a different schedule prior to July 1, 2017 will be grandfathered into his/her current hours. All twelve-month School Clerks hired after July 1, 2017 will adhere to the above stated hours worked.

Off-Schedule 10-Month School and District Clerks/Interpreters Salary Increases

All ten-month School and District Clerks/Interpreters off the salary schedule will receive the same increase in salary as the rest of the bargaining unit for that particular school year. Off schedule School and District Clerks/Interpreters will receive a 3.5% raise for the 2017-2018 school year, a 3.5% raise for the 2018-2019 school year, and a 3.5% raise for the 2019-2020 school year. Any 10-Month School Clerk or 10-Month District Clerk that was previously on the 60 Hours and Grandfathered 30

scale is locked in at their previous 2016-2017 hourly pay rate and will be treated as off schedule for their future raises moving forward.

10-Month School and District Clerks/Interpreters Hours Worked

Ten-month School and District Clerks/Interpreters are paid at an hourly rate for 1,600 hours. These hours encompass 200 days worked, at 8 hours per day. In addition, Ten-month School and District Clerks/Interpreters are paid at the normal hourly rate for twelve (12) holidays at 8 hours per day for a total of 1,696 hours paid.

Off-Schedule Program Assistants/Media Program Assistants Salary Increase

All Program Assistants/Media Program Assistants off the salary schedule will receive the same increase in salary as the rest of the bargaining unit for that particular school year. Off schedule Program Assistants/Media Program Assistants will receive a 3.5% raise for the 2017-2018 school year, a 3.5% raise for the 2018-2019 school year, and a 3.5% raise for the 2019-2020 school year.

Program Assistants/Media Program Assistants Hours Worked

Program Assistants/Media Program Assistants are paid at an hourly rate for 1,044 hours. These hours encompass 174 days worked, at 6 hours per day. These hours do not include institute days or parent/teacher conferences. In addition, Program Assistants/Media Program Assistants are paid at the normal hourly rate for twelve (12) holidays at 6 hours per day for a total of 1,116 hours paid.

EXHIBIT B

SALARY SCHEDULE REGISTERED NURSES (NON-SCHOOL CERTIFIED)

<u>Position</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Probationary 0-1	\$36.32	\$37.59	\$38.90
Year 2	\$37.40	\$38.71	\$40.07
Year 3	\$38.52	\$39.87	\$41.27
Year 4	\$39.68	\$41.07	\$42.51
Year 5	\$40.87	\$42.30	\$43.78
Year 6	\$42.10	\$43.58	\$45.10
Year 7	\$43.33	\$44.84	\$46.41
Year 8	\$44.58	\$46.14	\$47.75
Year 9	\$46.59	\$48.22	\$49.90
Year 10	\$48.68	\$50.38	\$52.14
11 Years +	\$50.87	\$52.65	\$54.49

LICENSED PRACTICAL NURSES (NON-SCHOOL CERTIFIED)

<u>Position</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Licensed Practical Nurse	\$33.29	\$34.46	\$35.67

All hourly rates referenced in the salary schedule charts are based on a minimum of a 3.5% increase for the 2017-2018 school year, 3.5% increase for the 2018-2019 school year, and 3.5% increase for the 2019-2020 school year.

Nurses Hours Worked

Registered Nurses (RN) and Licensed Practical Nurses (LPN) are paid at an hourly rate for 1,140 hours. These hours encompass 185 days worked, at 6 hours and 10 minutes per day. These hours do not include institute days or parent/teacher conferences. RN's and LPN's are not paid for holidays as referenced in Article III, Section O.

Nurses Salary Increases (Off-Schedule)

Beginning the 2017-2018 school year, Nurses will be placed on the appropriate step of the salary schedule or left off the schedule, whichever is greater. All Nurses off the salary schedule, including non-school certified Nurses (RN's) hired prior to July 1, 2002, and Licensed Practical Nurses (LPN's), will receive the same increase in salary as the rest of the bargaining unit for that particular school year. Off schedule Nurses will receive a 3.5% raise for the 2017-2018 school year, a 3.5% raise for the 2018-2019 school year, and a 3.5% raise for the 2019-2020 school year.