

# AGREEMENT

BETWEEN



## DISTRICT 24 BOARD OF EDUCATION

MILLBURN COMMUNITY CONSOLIDATED SCHOOLS

LAKE COUNTY, ILLINOIS

AND THE



## MILLBURN PSRP

LAKE COUNTY FEDERATION OF TEACHERS

LOCAL 504, IFT-AFT/AFL-CIO

**2017-2018**

**2018-2019**

**2019-2020**

## TABLE OF CONTENTS

<b>ARTICLE I: RECOGNITION</b>	<b>1</b>
A. Recognition/Scope	1
B. Definitions	
C. Freedom to Join the Union	1
<b>ARTICLE II: MANAGEMENT RIGHTS</b>	<b>2</b>
A. Management Rights	2
<b>ARTICLE III: UNION AND EMPLOYEE RIGHTS</b>	<b>3</b>
A. Pertinent Financial Information	3
B. Board of Education Agenda, Minutes, and Policy	3
C. Labor-Management Meetings	3
D. Dues Deduction	3
E. COPE Deduction	3
F. Fair Share	4
G. Employee Personnel File	4-5
H. Right to Address Employees	5
I. Use of School Facilities and Equipment	5-6
J. New Employee Information	6
K. Release Time for Union Officers	6
<b>ARTICLE IV: EMPLOYEE EVALUATION</b>	<b>7</b>
A. Evaluation Committee	7
<b>ARTICLE V: WORKING CONDITIONS</b>	<b>8</b>
A. Work Year	8
B. Work Day	8
C. Duty Free Lunch	8
D. Breaks	8
E. Notification of Assignments	8-9
F. Duty	9
G. Orientation	9
H. Custodial/Maintenance/Grounds Overtime Procedures	9
I. Employee Training	9
J. Professional Courtesy and Respect	9-10
K. Job Postings	10
L. Transfers	10
M. Snow Gear and Uniform Shirts for Custodial/Maintenance/Grounds Staff	10
N. Weather	10

<b>ARTICLE VI: HOLIDAYS AND VACATION</b>	<b>11</b>
A. Paid Holidays	11
B. Vacation for 12-Month Employees	11-12
<b>ARTICLE VII: LEAVES</b>	<b>13</b>
A. Sick Leave	13
B. Personal Leave	13
C. Bereavement Leave	13
D. Maternity/Child-Rearing Leave of Absence	14
E. Family and Medical Leave	14-15
F. Leave of Absence Without Pay	15
G. Jury Duty Leave	16
<b>ARTICLE VIII - REDUCTION IN FORCE</b>	<b>17</b>
A. Definitions	17
B. Seniority List	17
C. RIF Procedures	17-18
D. Recall Procedures	18
<b>ARTICLE IX - GRIEVANCE PROCEDURE</b>	<b>19</b>
A. Definitions	19
B. Informal Procedure	19
C. Formal Procedure	19-20
D. General Provisions	20
<b>ARTICLE X: COMPENSATION AND BENEFITS</b>	<b>21</b>
A. Pay Periods	21
B. Salary	21-22
C. Tuition Reimbursement	22
D. Term Life Insurance	22
E. Health, Dental, and Vision Insurance	23
F. Mileage	23
G. Long Term Disability	23
H. Overtime Computation	23
I. Longevity Stipend	24
J. Extracurricular Duty Pay	24

<b>ARTICLE XI - NEGOTIATIONS AND RELATED TECHNICAL CLAUSES</b>	<b>25</b>
A. Commencement of Negotiations	25
B. Copies of the Agreement	25
C. Complete Understanding	25
D. No Strike Provision	25
E. Savings	25
F. Duration	25
 <b>IN WITNESS WHEREOF</b>	 <b>26</b>

# **ARTICLE I**

## **RECOGNITION**

### **A. Recognition/Scope**

The Board of Education of Millburn Community Consolidated School District #24, Lake County, Illinois (hereafter referred to as the "Board") recognizes the Millburn PSRP, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO (hereafter referred to as the "Union"), as the sole and exclusive bargaining representative for all regularly employed full-time and part-time paraprofessionals (teachers' aides, classroom assistants, library clerks, before/after school club counselors and site supervisors) and maintenance/custodial/grounds staff, but excluding bus drivers, bus aides, occupational therapists, registered nurses, health clerks, lunchroom supervisors, administrative assistants, payroll clerk, bookkeeper clerk, technology support, Before/After School Club Program Coordinator, Network Administrator, Director of Building and Grounds, and all other managerial, supervisory, confidential and short-term employees as defined in the *Illinois Educational Labor Relations Act*.

### **B. Definitions**

The term "employee(s)" when used hereafter in this Agreement shall refer to members of the bargaining unit as defined in Article I, Section A above.

### **C. Freedom to Join the Union**

Employees shall have the right to join or not join the Union, and neither party shall discriminate against the employees for their decision.

## ARTICLE II

### MANAGEMENT RIGHTS

#### **A. Management Rights**

The Union recognizes that the Board is the elected body representing the residents of the District and is vested legally with the responsibility for providing a sound educational program.

The Board retains the rights, authority, duties, and responsibilities legally conferred upon it, including, but not limited, to the following:

1. To the management, organization, and administrative control of the District and its properties and facilities.
2. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of service to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services where permitted by law.
3. To hire employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such employees.
4. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency and effectiveness of District operations.
5. To build, move or modify facilities; establish budget procedures and determine budgetary allocations.

The exercise of the foregoing rights and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, are limited only by this Agreement to the extent such terms are in conformance with Illinois law.

## ARTICLE III

### UNION AND EMPLOYEE RIGHTS

#### **A. Pertinent Financial Information**

The Board shall provide upon request to the Union all regularly and routinely prepared information concerning the financial statement, audit and treasurer's report. Postings of this information on the District's website shall constitute compliance with this obligation.

#### **B. Board of Education Agenda, Minutes, and Policy**

The Board shall post on the District's website, as required by law, the prepared agenda, including proposed policy updates with policy number and description, for all regular and special meetings of the Board prior to the meetings. The Board shall also post, as required by law, approved open session minutes of Board meetings. A copy of the Board Policy Manual shall also be available to the Union on the District's website.

#### **C. Labor-Management Meetings**

The Superintendent and Union agree to make themselves available to each other for meetings to discuss mutual concerns as the need arises.

#### **D. Dues Deduction**

1. The Board shall deduct from the pay of each employee membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a current written authorization for dues deduction voluntarily executed by the employee. Such authorization shall specify the dues to be deducted from the employee's salary.
2. The amount specified shall be prorated and deducted in equal amounts from each paycheck.
3. The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits and costs resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Section.

#### **E. COPE Deduction**

The Board Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee's salary the amount authorized by the employee for the Lake County Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) days after such deductions were made, and the amount deducted for each. The Union shall defend and hold the Board harmless for any action properly performed pursuant to this Section. Union dues and COPE deductions shall be mailed in separate checks.

## **F. Fair Share**

All employees covered by this Agreement who are not members of the Union pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The Union shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after the certification. The fair share payments shall be deducted by the Board from the earnings of the non-member employees and be paid to the Union. Nothing in this Section shall preclude the non-member employee from making voluntary political contributions in conjunction with his/her fair share payment.

This fair share agreement shall safeguard the right of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the *Illinois Educational Labor Relations Act*. Additionally, non-member employees who object to the amount of the fair share fee have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union, except that the filing of such objection pursuant to the internal procedure may not be sufficient to preserve any rights the non-members may have under the IELRA. Upon any such filing, pursuant to said internal procedures and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made pending resolution of the charge, [which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

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, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

## **G. Employee Personnel File**

1. The Board shall maintain in the District a personnel file on each employee. The personnel file may be maintained electronically. An employee shall have the right to inspect this file during regular business hours, provided such inspection shall not interfere with the employee's regularly assigned duties and shall comply with the guidelines specified in Board Policy. Such inspection shall take place only in the presence of an administrator or

- administrative designee. Individual copies of any non-confidential material shall be given the employee on request.
2. No portion(s) of an employee's file shall be disclosed to third parties except as permitted by law or as shall be necessary in the performance of the Board's or Administration's duties.
  3. An employee shall be given a copy of any document placed in his/her personnel file that is disciplinary in nature or may otherwise have a negative impact on the continuing employment of the teacher. The employee's receipt of a copy of such documents shall be acknowledged by the signature of the employee.
  4. Employees shall have the right to attach written responses to documents placed in their personnel file. Such written responses must be filed within fifteen (15) working days of the date the document is placed in the personnel file.
  5. All personnel files are kept in the District Office (or, if maintained electronically, the personnel file is accessible in the District Office) and may include, but are not limited to, the following types of information:
    - Job application
    - Official transcripts of all course work completed
    - Health/physical forms
    - References
    - Dates of employment
    - Contracts
    - Valid certificate(s) for services performed
    - Supervisory evaluations
    - Promotions
    - Disciplinary actions
    - Awards received
    - Letters of resignation or retirement
    - DischargeAny other information the Administration deems to be relevant to the employee's job and continued employment in the District

Additional information required to be kept for school employees shall also be maintained by the District (e.g., IMRF records, payroll information, leaves of absence data).

#### **H. Right to Address Employees**

The Union President or designee shall have the right to briefly address the employees at the first Institute Day of the school year and shall have the right to address new employees at a mutually agreeable time.

#### **I. Use of School Facilities and Equipment**

1. The Union shall have the right to hold its membership meetings outside the normal employee workday on school property provided the Union completes the appropriate paperwork/process for reserving the room.
2. The Union shall have the right to use the District's employee mailboxes for official Union materials, provided that such use is reasonable, that the Board incurs no cost in the process of distribution, and a copy of the material is provided to the Superintendent or designee in advance of the distribution.
3. The Union shall have the right to post official Union announcements and publications on a designated bulletin board, provided a copy of the material is given to the Superintendent or designee in advance of the posting.

4. The Union shall have the right to use school copying equipment, if available, for official Union announcements. The Union shall pay for the reasonable cost of materials and supplies incidental to such use.
5. Union members shall not engage in any of the above activities during paid working hours and may not use District resources for any prohibited election activities.

**J. New Employee Information**

The Union President or designee shall have the right to request the names, addresses, and the salary of new employees.

**K. Release Time for Union Officers**

The Union President and/or designee shall be granted three (3) days per year without loss of pay to attend to Union duties and/or to attend Union functions, provided the Union pay for the cost of the substitute.

Elected or designated Union members may engage in Union activities directly relating to the Union's duties as representative of the employees during the school day, without loss of pay, provided such activities do not infringe upon the members' assigned duties or the duties of any other employee.

## **ARTICLE IV**

### **EMPLOYEE EVALUATION**

#### **A. Evaluation Committee**

Upon execution of this Agreement, the parties may choose by mutual agreement to form an evaluation committee made up of equal representation of Administration, as appointed by the Board, and Paraprofessionals, as appointed by the Union President, to revise the evaluation instrument for Paraprofessionals. The Board does not waive its right to refuse to bargain over substantive components of the evaluation plan. Any such evaluation instrument shall require final approval by the Administration prior to its adoption.

# ARTICLE V

## WORKING CONDITIONS

### A. Work Year

The Superintendent or designee shall have the right to establish the yearly work calendar, as well as the start and end times for the daily work schedule.

Not including paid holidays, Paraprofessionals shall ordinarily work one hundred seventy-seven (177) days per year subject to adjustment for routine variance in the scheduled work year. Additional days/hours may be required for training, special events and/or activities.

Custodial/Maintenance/Grounds staff shall work a full-time, twelve-month schedule, subject to adjustment for routine variance in the scheduled work year.

Before and After School Club employees shall work on all student attendance days, plus additional days as determined by the Superintendent and/or his/her designee based on student enrollment in the Before and After School Club on non-student attendance days and breaks.

### B. Work Day

Paraprofessionals shall work seven and one-half (7 ½) hours per day, of which seven (7) hours will be paid, and Custodial/Maintenance/Grounds staff shall work eight and one-half (8 ½) hours per day, of which eight (8) will be paid. The remaining half-hour shall be used for an unpaid duty-free lunch (See V.C), which shall be taken during the work day.

All absences and late arrivals will be recorded in AESOP (or another attendance-keeping program if AESOP is not used in the future) as early as possible. Additionally, if an employee who is responsible for opening a building will be late or absent, he/she is required to call his/her supervisor in a timely manner so alternate arrangements can be made to ensure the building is opened for staff and students.

### C. Duty-Free Lunch

Full-time Paraprofessionals and Custodial/Maintenance/Grounds staff shall receive a daily unpaid duty-free lunch of thirty (30) minutes.

### D. Breaks

Custodial/Maintenance/Grounds staff shall receive two (2) fifteen (15) minute rest breaks per day.

### E. Notification of Assignments

Paraprofessionals will be notified at least one (1) week before the end of the school year as to their tentative assignment for the subsequent school year, such notice shall be subject to change. At the beginning of each school year, Paraprofessionals will have access to IEPs and other relevant information regarding the particular students with whom they will be working. It

is the Paraprofessional's responsibility to communicate with the teacher and/or case manager concerning students on their caseload.

**F. Duty**

By not later than the start of the 2018-19 school year, Paraprofessionals will be provided with a procedures list for all duties (door, bus, playground, and lunch). It is agreed that Paraprofessionals will participate in the development of such procedures.

**G. Orientation**

Administration will provide orientation for all new employees. This orientation may include, but is not limited to, providing the employees with a schedule, instructions for completing any required paperwork, and a tour of the building.

**H. Custodial/Maintenance/Grounds Overtime Procedure**

The District shall develop a system for tracking the overtime hours worked by employees while the employee is performing snow removal or responding to an emergency call. Employees will then be ranked according to the number of such hours worked – high to low – in descending order. When overtime hours are available for snow removal, emergency calls or weekend events, such hours shall be offered to employees in order of the employee's placement on the list – high to low. Employees are not permitted to work overtime without the advance approval of a supervisor. If a genuine emergency exists and an employee is unable to reach a supervisor to request approval of overtime, the employee is expected to attend to the emergency, but shall continue to try to contact a supervisor as often as practical under the circumstances. Overtime will be performed by Custodial/Maintenance/Grounds employees and not by the head of buildings and grounds or seasonal help unless it is declined by Custodial/Maintenance/Grounds employees. An employee shall receive payment for a minimum of two (2) hours of wages if he/she is called in on a day off, or at a time not contiguous to his/her normal shift, for snow removal, flood response, or other emergency response authorized by the Superintendent.

**I. Employee Training**

Administration shall have the right to require employees to participate in job-related training. Such training may be held before, during or after the start of a work shift, on an institute day, or on an early dismissal day. Additionally, individual employees and/or a Union representative shall have the right to request training.

The Union President may designate an employee covered by this Agreement to submit ideas related to the content of the training offered.

**J. Professional Courtesy and Respect**

The Board of Education acknowledges that employees should be treated with appropriate courtesy and respect by supervisors and Administrators.

Sensitive discussions, which shall include, but not be limited to, investigations and reprimands shall not be conducted in the presence of students, parents, or other employees, or in a public setting.

An employee who believes that this Section (Article V, Section P) has been violated may use the grievance procedure found in Article IX of this Agreement through Step Three only, but shall not be able to use the arbitration provision in Article IX, Section 4 Step Four.

**K. Job Postings**

After the Board has determined to fill a vacancy, including any summer work, the Administration shall issue an email to employees and post notice of any established and available vacancy in the bargaining unit. Such positions shall not be permanently filled until the notice is posted for a period of five (5) working days\* unless the Administration determines that an emergency exists. When filling new and vacant positions, the District shall take into consideration certifications, qualifications, merit and ability, including performance evaluations and relevant experience, when these factors are equal, the District shall base its decisions on the length of continuing service with the District. The District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure in this Agreement.

\*(Working days shall be defined as days on which the Administration offices are open)

**L. Transfers**

Voluntary transfers are those transfers which are requested by the employee. Employees wishing to be considered for transfer must notify the Superintendent in writing by April 15, indicating reasons for requesting the transfer and the position desired. If an employee who requests a transfer does not receive the reassignment, he/she shall be given the reason(s) in writing why his/her request was denied.

Involuntary transfers are those transfers that are initiated by the Administration. Prior to transferring an employee involuntarily between grades or buildings, the Administration and affected employee(s) shall consult regarding said change in assignment. The Administration will make a good faith effort to match positions with employees' strengths, styles, personalities, and interests.

**M. Snow Gear and Uniforms Shirts for Custodial/Maintenance/Grounds Staff**

The Board shall provide its Custodial/Maintenance and Grounds staff with snow gear (to be worn for snow removal), the cost of which will not exceed one hundred fifty dollars (\$150) per employee, per year. In the event the cost of the snow gear provided is less than one hundred fifty dollars (\$150) per employee, per year, the District may designate a portion of the remainder to be used for the purchase of District-approved and District-logoed uniform shirts.

**N. Weather**

Unless specifically excused by Administration, all Custodial/Maintenance/Grounds staff are required to report for duty on days of inclement weather. Some staff members may be required to report ahead of their regular scheduled work day. If unable to report to work, the Employee may use a vacation or personal leave day. If the Employee has used all vacation and personal leave days, he or she shall be docked for the hours missed.

**ARTICLE VI**  
**HOLIDAYS AND VACATION**

**A. Paid Holidays**

Twelve-month employees will receive the following paid holidays:

New Year's Eve	Independence Day
New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Casmir Pulaski Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
	Christmas Day

All non-twelve-month employees will receive the same paid holidays with the exception of Independence Day, New Year's Eve, and Christmas Eve.

**B. Vacation for 12-Month Employees**

1. Twelve-month employees will receive paid vacation according to the table below based on their years of service with the District.
  - a. One through ten years completed prior to July 1: 10 Days  
Eleven through twenty years completed prior to July 1: 15 Days  
Twenty-one or more years completed prior to July 1: 20 Days
  - b. An employee who has not completed one year of employment as of July 1 shall receive (0.83) day of vacation for each month worked, up to a maximum of ten (10) days.
  - c. Part-time 12-month employees who work at least half time are entitled to vacation days on the same basis as full-time employees, but the pay shall be based on the employee's scheduled hours at the time the vacation day is used.
  - d. An employee who is on an authorized unpaid leave of absence for more than 60 consecutive work days in the same fiscal year (*i.e.*, July 1 – June 30) shall not earn any additional vacation days during that period, and hence his/her upcoming vacation entitlement shall be pro-rated for the upcoming year based on the formula set forth in B.(1)(a). Additionally, an employee on an authorized unpaid leave of absence for more than 60 consecutive work days, as of July 1, shall not receive a grant of vacation days until he/she returns to duty.
2. Using Vacation Days
  - a. Depending on staffing levels, the District may refuse an employee's vacation request.
  - b. Full-time employees shall receive priority over part-time employees when considering multiple requests for vacation time on the same day. However, once an employee receives approval for a requested vacation, the approval will not be rescinded.

- c. Vacation days are granted annually on July 1<sup>st</sup> in accordance with the service requirements reflected in the tables above. All vacation days must be used by the following June 30<sup>th</sup> except that employees may carryover up to five (5) unused vacation days to be used by no later than December 31 of the same calendar year. Notice of any intent to carry over vacation days must be submitted to the supervisor by June 1.
- d. In the event an employee has any earned and unpaid vacation days upon resignation from employment for the purpose of retirement through the IMRF, the Board reserves the right to pay such days in a manner that shall be considered non-reportable income for purposes of IMRF.

## ARTICLE VII

### LEAVES

#### A. Sick Leave

Employees who meet the 600 hour IMRF standard shall be granted thirteen (13) sick leave days per year without loss of pay. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family, for the purposes of this Section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave may accumulate to a maximum of 240 days. All partial-year full-time employees (i.e. those who are contracted for a full school day but less than the adopted school calendar year) and all part-time employees (i.e. those who are contracted for less than a full school day) shall receive these benefits on a pro-rata basis.

#### B. Personal Leave

Employees who meet the 600 hour IMRF standard shall be granted two (2) personal leave days per year without loss of pay. All partial-year full-time employees (i.e. those who are contracted for a full school day but less than the adopted school calendar year) and all part-time employees (i.e. those who are contracted for less than a full school day) shall receive these benefits on a pro-rata basis. Personal leave is interpreted as time needed by employees to conduct personal business that cannot be conducted on a non-school day. Personal absence shall be granted only upon written notice to the Principal a minimum of two (2) school days prior to the intended day of absence.

Personal days will not be granted to Paraprofessionals for the first day or the last day of required employee attendance on the adopted school calendar or days just prior to or immediately following holidays or holiday recesses. Exceptions may be granted at the discretion of the Superintendent on a limited basis.

Personal leave is non-cumulative and, if unused, will be converted to accumulated sick leave at the conclusion of each school year.

#### C. Bereavement Leave

All full-time employees shall be granted three (3) bereavement days annually with pay for use for death in the immediate family. Unused bereavement days do not carry over. If annual personal leave has been exhausted, sick leave may be utilized to attend the funeral of a person outside the immediate family, not to exceed one (1) day per funeral and not to exceed three (3) days per year. All partial-year full-time employees (i.e. those who are contracted for a full school day but less than the adopted school calendar year) and all part-time employees (i.e. those who are contracted for less than a full school day) shall receive these benefits on a pro-rata basis. Use of bereavement leave must be scheduled with the employee's supervisor.

**D. Maternity/Child-Rearing Leave of Absence**

An employee shall be eligible for maternity/child-rearing leave without pay or other benefits, except as indicated below, subject to the following conditions and to the general conditions for unpaid leaves set forth in Section F of this Article:

1. An employee who desires a maternity/child-rearing leave shall request approval for such leave in accordance with Section F of this Article. The effective dates of the leave shall be determined pursuant to Section F.
2. An employee may use up to a maximum of sixty (60) school days (work days for twelve-month employees) of accumulated sick leave time. Sick leave use beyond this limit shall also be permitted upon a physician's certification that the employee is physically/medically unable to perform her duties. Any accumulated sick leave not utilized during the leave shall be available to the employee upon return to employment in the District. **[Note: See Section E of this Article for concurrent application of sick leave during FMLA.]**
3. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the dates needed for the adoption. It shall be the responsibility of the applying employee to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.
4. A male employee shall be entitled to a child-rearing leave of absence. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered or upon his planned adoption of a child and shall be subject to all of the applicable notice and other requirements as set forth in Section F of this Article.
5. Insurance benefits may be maintained in accordance with Section F of this Article.
6. Nothing in this Section shall be construed as requiring any employee to apply for a maternity/child-rearing leave. An employee not eligible for or not desiring maternity leave (1) may utilize accumulated sick leave for the birth or adoption of a child, and/or (2) may exercise his/her rights under the federal *Family and Medical Leave Act*.

**E. Family and Medical Leave**

Full-time employees are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act* ("FMLA") of 1993. Such leave is unpaid unless accumulated sick leave or personal leave is available to the employee for the reason for which FMLA leave is requested. Employees shall use accumulated sick leave, when applicable, concurrently with FMLA leave. In the event of birth or adoption, unless a physician substantiates the need for additional use of sick leave, employees may use up to sixty (60) school days of accumulated sick leave, which shall be used concurrently with FMLA. **[Note: See Article VII, Section D above.]** The total FMLA leave cannot exceed twelve (12) weeks in any 12-month period, as calculated under the "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. A minimum of thirty (30) days written notice to the Superintendent is required before a foreseeable FMLA leave is to begin.

FMLA leave may be used for:

1. The birth and first-year care of a newborn child;
2. The adoption or foster placement of a child within the first year of placement;

3. The care of an employee's spouse, parent, or child with a serious health condition; or
4. The treatment of an employee's own serious health condition that makes the employee unable to perform the functions of the job.

**F. Leave of Absence Without Pay**

Leaves of absence without pay may be granted to employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board. Each approved leave of absence shall be of the shortest possible duration to meet the purpose for the leave consistent with a reasonable continuity of operations for the District and instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to employees according to the following conditions:

1. Written request for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leaves may be granted for:
  - a. Advanced study leading to a degree in an approved university
  - b. Educationally-related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program
  - c. Extended personal illness or illness of a member of the immediate family
  - d. Military service
  - e. Child rearing and adoption
  - f. Other reasons acceptable to the Board
4. With the insurance carrier's approval, employees on such leave may continue insurance benefits if they choose at their own expense.
5. Employees may earn one (1) year of seniority and receive any salary adjustment during a year in which they took an approved leave of absence by working at least ninety-one (91) days in the school year (if a school year employee) or at least one hundred thirty-one (131) days in a work year (if a 12-month employee) in which the leave occurred.
6. The Board has the right to limit the duration of a requested leave to two (2) consecutive years.
7. Employees on leave shall notify the Board in writing or through email of their intent to return no later than February 1 prior to the returning year. Failure to give such notification shall be deemed to be the submission of a resignation. An employee who has been on leave and gives notice of return by February 1<sup>st</sup> and fails to return to the District for the following school year shall be liable to the District for liquidated damages in the amount of one thousand dollars (\$1,000) plus reasonable collection fees, if applicable, to compensate the District for the costs of securing a replacement employee. Further, for every month that passes, an additional two hundred dollars (\$200) shall be billed to the employee until such sum reaches two thousand dollars (\$2,000) maximum in the month of August. This sum shall not be collected if it is determined that an employee needed to resign due to a life-changing event such as health issues, spouse relocation, or if the employee was asked to resign or was reduced-in-force or dismissed.

**G. Jury Duty Leave**

The Board shall pay the regular salary to employees called as jurors. Employees called as jurors shall remit to the District any jury duty pay received from the court/county. However, employees shall be entitled to keep any mileage reimbursement received from the court/county.

As soon as possible prior to the start of an employee's jury duty, the employee is responsible for notifying his/her supervisor of the required juror service and for providing a copy of the summons for jury service. After completion of their juror duties, employees are required to return to work on the first subsequent workday.

## ARTICLE VIII

### REDUCTION IN FORCE

#### **A. Definitions**

1. "Seniority" shall be defined as total years of continuous service within a category of position in the School District. Where an employee joins a new category of position, his/her seniority will not carry over into the new category, and he/she will begin accruing seniority in that category anew. However, his/her period of continuous service in the previous position(s) will be retained for that category of position as it existed at the time of his/her departure from that category. Part-time employees shall accrue seniority in proportion to their employment status.
2. Employees shall be ranked by their seniority within the following categories of position:
  - teachers' aides/classroom assistants/library clerks
  - before/after school club counselors
  - site supervisors
  - maintenance/custodial/grounds staff
3. If years of continuous service with the School District are equal between two (2) or more employees, then the following process shall be used to determine seniority:
  - a. Total service in the District, whether or not continuous
  - b. Total service in the District plus any leave granted in accordance with this Agreement
  - c. By lot

#### **B. Seniority List**

Prior to January 20<sup>th</sup> annually, the Superintendent or designee shall post a tentative listing of seniority of all employees. The listing shall provide the name and current position of employees. A copy of the tentative listing shall be distributed to employees via email. Employees shall have ten (10) work days from the date of posting to file written objections with the Superintendent regarding the information on the list. The objection shall specify any alleged error. Failure of employees to make a timely objection shall be deemed to be an acceptance of the listing, and employees shall be prohibited thereafter that year from challenging the rankings for a position until the posting of the seniority list in the following year.

#### **C. RIF Procedures**

If the Board, in its sole discretion, determines to decrease the number of employees employed or to discontinue a particular type of position, the Board shall notify, in writing, the affected employee(s) no later than 30 calendar days before the employee is removed or dismissed or the hours he or she works are reduced. However, if the hours are reduced due to an unforeseen reduction in the student population, then the written notice may be given to the employee no later than 10 business days before the hours are reduced. The Board shall

conduct any Reduction in Force (RIF) according to inverse seniority within the above categories of position.

**D. Recall Procedures**

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered, in seniority order, to the employees so removed or dismissed from that category of position, so far as they are qualified to hold such positions. This language shall not preclude the Board from recalling an employee who previously held a non-bargaining unit position to one of the positions covered by this Agreement, so far as the employee is qualified to hold such position and all qualified bargaining unit members and former bargaining unit members on a recall list have been offered the position. An employee who fails to respond to a recall notice or who rejects the position, shall be deemed to have waived his/her recall rights. Any recalled employee shall retain his/her accrued rights and any and all accumulated seniority; however, any period after the RIF during which the employee did not work shall not be counted toward seniority.

# ARTICLE IX

## GRIEVANCE PROCEDURE

### **A. Definitions**

1. A grievance is any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the express terms of this Agreement.
2. As used in this Article, the term "days" shall mean employee workdays, excluding summer vacation. During summer vacation, "days" shall mean days on which the District Business Office is open. The time limits specified in this grievance procedure may be extended in any specific instance by mutual agreement of the parties in writing.

### **B. Informal Procedure**

The Board and Union acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

### **C. Formal Procedure**

1. Step One:
  - a. A written statement of the grievance shall be submitted to the Principal or immediate supervisor by the Union and/or employee within twenty (20) days of the occurrence, giving rise to the grievance or within twenty (20) days of when such occurrence becomes known. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the facts on which the grievance is based, and the specific relief requested.
  - b. Within five (5) days after the written grievance is submitted, the Principal or immediate supervisor and the grievant shall meet to resolve the grievance at a time mutually agreed to by all parties concerned.
  - c. Within ten (10) days after such meeting, the Principal or immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish copies to the aggrieved employee, if any, and to the Union.
2. Step Two:
  - a. If the employee or Union is not satisfied with the First Step decision, the grievance may be appealed to the Superintendent within ten (10) days after the First Step answer is received.
  - b. Within ten (10) days thereafter, a meeting shall be held with the Superintendent at a time mutually agreed to by all the parties concerned.
  - c. Within ten (10) days after such meeting, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the Union and the aggrieved employee.
3. Step Three:
  - a. If the employee or Union is not satisfied with the Second Step decision, the grievance may be appealed to the Board within ten (10) days after the Second Step answer is received.

- b. At the next regular Board meeting, the Board shall establish, by mutual agreement with the employee and the Union, a date for a meeting on the grievance. Such meeting is to be held in no case later than the next regularly-scheduled Board meeting.
  - c. Within ten (10) days after such meeting, the Board shall communicate its decision in writing, together with the supporting reasons, to the Union and the aggrieved employee.
4. Step Four:
- a. If the Union is not satisfied with the Third Step decision, the Union shall submit a request to enter into impartial binding arbitration within thirty (30) days after the Third Step answer is received. The American Arbitration Association shall act as the administrator of the proceedings unless the parties can mutually agree on another arbitrator. The parties shall operate under the Voluntary Rules of the AAA unless they both agree to the expedited rules. The decision of the Arbitrator shall be binding on the parties.
  - b. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He/she shall consider and decide only the specific violation(s) of the Agreement alleged at Step 3 and any issue raised in the Board's responses and shall have no authority to make any decision or recommendation on any other issue. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. Expenses for the Arbitrator's services shall be borne equally by the District and the Union.

#### **D. General Provisions**

- 1. The grievant is allowed Union representation of his/her choosing at any step of the process.
- 2. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
- 3. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
- 4. The failure of the employee or 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 highest level.
- 5. If the Union, employee, and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

# ARTICLE X

## COMPENSATION AND BENEFITS

### A. Pay Periods

The District shall follow the pay periods set forth in the Agreement between the Board of Education and the Millburn Federation of Teachers.

### B. Salary

The minimum starting salaries for the positions covered by this Agreement are set forth below. However, the Board reserves the right to offer more than the minimum starting salary to a new hire based on the new hire's skills, experience, the needs of the District and the external market conditions. Any such use of this right shall be non-precedential.

#### Starting Rates:

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Paraprofessionals; Before & After School Care Counselors; Library Clerks	\$10.80	*	*
Custodians; Grounds & Maintenance	\$13.00	*	*

\*Starting salaries for 2018-2019 and 2019-2020 shall be determined by multiplying the previous year's starting salary by  $\frac{1}{2}$  the CPI rate increase granted to employees in the bargaining unit as set forth by the formula below.

#### Salary Increases:

##### **2017-2018**

All employees hired by the District on or before July 1, 2017 shall receive a 3% increase to their hourly wages.

Employees in the categories of Paraprofessional, Before & After School Club Counselor, and Library Clerk shall receive an additional one-time market increase of 2.75% to their hourly wages.

##### **2018-2019**

All employees hired by the District on or before July 1, 2018 shall receive an increase to their hourly wages equal to the percentage attributable to the corresponding fiscal year in accordance with the Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap,"; however, the percentage increase shall not be less than 3.00% (floor) nor more than 4.25% (ceiling). More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two (2) calendar years prior to the year in which taxes are actually extended (collected). For example, the increase for the 2018-2019 school year will reflect the CPI-U for 2016 (which represents the percentage increase between December 2015 and December 2016).

### **2019-2020**

All employees hired by the District on or before July 1, 2019 shall receive an increase to their hourly wages equal to the percentage attributable to the corresponding fiscal year in accordance with the Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap,"; however, the percentage increase shall not be less than 3.00% (floor) nor more than 4.25% (ceiling). More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two (2) calendar years prior to the year in which taxes are actually extended (collected). For example, the increase for the 2019-2020 school year will reflect the CPI-U for 2016 (which represents the percentage increase between December 2016 and December 2017).

### **C. Tuition Reimbursement**

1. Reimbursement for undergraduate tuition shall be one hundred dollars (\$100) per semester hour and graduate tuition shall be two hundred dollars (\$200) per semester hour (or the credit equivalent for quarter hours) but shall not exceed the actual cost of tuition. Anyone receiving such reimbursement must agree to remain employed with District 24 for one (1) year after reimbursement, unless said employee incurs health issues, was asked to resign, was reduced-in-force, was dismissed, or his/her spouse was relocated, or the reimbursement must be repaid to the district.
2. Such courses must be preapproved and earned at an accredited college.
3. Part-time employees will be reimbursed on a prorated basis equivalent to their contracted employment time.
4. Course(s) eligible for reimbursement must be in an area which, in the judgment of the Superintendent or designee, shall be of professional benefit to both the employee and District.
5. A grade of B or higher must be obtained in the course, or the grade of "Pass" in the event the course is offered on a pass/fail basis.
6. Evidence of completion of the course must be submitted to the Superintendent or designee, in the form of an official transcript of credits.
7. Evidence of tuition payment must be submitted in the form of a paid receipt which identifies the amount of tuition paid.

### **D. Term Life Insurance**

The Board will pay full premium for \$50,000 of life insurance for each eligible (as eligibility is defined in the Certificate of Insurance) employee. The amount of life insurance will be subject to the group insurance carrier's required age reduction schedule that is included in the Certificate of Insurance.

**E. Health, Dental, and Vision Insurance**

Eligible Employees may elect to enroll in an HMO or PPO plan, a Dental Plan and a Vision Plan and the Board shall make the following contributions on the employee's behalf.

Employed in at least a 9-month position and scheduled to work at least 30 hours per week.  
100% of a single coverage plan.

Employed in at least a 9-month position and scheduled to work at least 17.5 hours per week, but not more than 30 hours per week.  
50% of a single coverage plan.

Eligible employees may elect to enroll in dependent coverage and apply the amount they are entitled to receive from the Board for single coverage towards the cost of the dependent coverage. The employee shall be responsible for paying the balance.

Insurance Committee

Administration and employee representatives on an annual basis shall review all insurance coverages and options jointly and educate employees about pertinent insurance-related issues. The Board and the Union agree to impact bargain any significant changes in the level of coverage, plan design and deductible.

**F. Mileage**

Any employee using a personal automobile to travel in the performance of his/her duties and responsibilities shall be reimbursed at the Internal Revenue Service rate per mile for the use of such vehicle.

**G. Long Term Disability**

Long-term disability insurance shall be available for each eligible (as eligibility is defined in the Certificate of Insurance) District employee to use for an illness or accident that qualifies the employee for long-term disability benefits under a District-purchased group plan.

**H. Overtime Computation**

All time worked over forty (40) hours per week shall be paid at the rate of time and one-half. Legal paid school holidays shall be included in the computation of "all time worked" during the forty (40)-hour workweek. The workweek shall be computed from 12:00 a.m. on Monday through 11:59 p.m. on Sunday.

**I. Longevity Pay –**

Employees shall be entitled to receive the following longevity increases at the beginning of the fiscal year during which they will first reach the service milestone. The longevity increase shall initially be added to an employee's hourly wage after any percentage of salary increase is added and shall be included in the hourly wage for any future percentage increases.

5 <sup>th</sup> Year:	\$0.15 added to hourly wage
10 <sup>th</sup> Year:	\$0.30 added to hourly wage
15 <sup>th</sup> Year:	\$0.45 added to hourly wage
20 <sup>th</sup> Year:	\$0.60 added to hourly wage

(For the 2017-2018 school year those employees in years 5-9 shall receive the 5<sup>th</sup> year longevity amount, those employees in years 10-14 shall receive the 10<sup>th</sup> year longevity amount, those employees in years 15-19 shall receive the 15<sup>th</sup> year longevity amount, and those employees with 20 or more years of service shall receive the 20<sup>th</sup> year longevity amount.)

For the purpose of computing an employee's eligibility for longevity pay, service milestones will be computed based upon years of total continuous service with the District. For the purpose of this Section, time on an approved leave of absence or the time period in which an employee is subject to recall from a reduction in force shall not constitute a break in service, though the actual time on approved leave or the time period in which an employee is subject to recall will not count toward accruing additional service toward longevity milestones. The employee must return to work in order to continue accruing the additional service.

**J. Extracurricular Duty Pay**

Employees who are selected to sponsor extracurricular activities per Article V, Section O shall be compensated at the same stipend as delineated in the Millburn Federation of Teachers contract for the applicable school year, or at a higher rate if required by law.

**ARTICLE XII**  
**NEGOTIATIONS AND RELATED TECHNICAL CLAUSES**

**A. Commencement of Negotiations**

Negotiations for a successor Agreement shall commence not later than March 1 of the last year of this Agreement unless the parties mutually agree to some other date.

**B. Copies of Agreement**

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for one-half (1/2) the cost of such printing.

**C. Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

**D. No Strike Provision**

The Union and its membership hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete service to the Board for the life of this Agreement.

**E. Savings Clause**

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

**F. Duration**

This agreement shall become effective on the date of execution set forth below and shall terminate at 11:59 P.M. on July 1, 2020.

This Agreement made and executed this \_\_\_\_ day of \_\_\_\_\_, 2018 by the duly authorized representatives of the parties designated below.

***IN WITNESS WHEREOF:***

**MILLBURN PSRP  
LAKE COUNTY FEDERATION OF TEACHERS,  
LOCAL 504, IFT-AFT/ AFL-CIO**

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**Alma Maynez, President**

**BOARD OF EDUCATION,  
MILLBURN COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT #24,  
LAKE COUNTY, ILLINOIS**

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**Carissa Casbon LaTourette, President**