

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 146
TINLEY PARK, ILLINOIS**

AND

**TINLEY PARK ESP COUNCIL
AFT LOCAL 604**

2006-2007

2007-2008

2008-2009

ARTICLE I

RECOGNITION

1.1 **Recognition**

The Board of Education of Community Consolidated School District 146, Tinley Park, Illinois, hereinafter referred to as the “Board,” hereby recognizes the Tinley Park ESP Council of American Federation of Teachers, Local 604, IFT-AFT, AFL-CIO, hereinafter referred to as the “Union,” as the sole and exclusive bargaining representative for all full and part-time educational support staff employees in the bargaining unit described by the following positions and/or categories:

Nurses; Secretaries (Administrative Assistant to Director of Special Services, District Secretary/Receptionist, Grant Clerk/Administrative Center Assistant, Accounts Payable/Food Service Specialist, Student Information Specialist, Building Secretaries); Clerks (Health Clerk, Safety Clerks, Media Center Clerks); and Aides (Building Aides, Special Education Aides, Early Learning Aides, Bilingual Aides, Enrollment Aides, Nurse Assistant).

The following positions and/or categories are excluded from the bargaining unit:

Administrative Assistant to the Superintendent; Administrative Assistant to the Assistant Superintendent for Programs and Staff Development and to the Superintendent; Administrative Assistant to the Assistant Superintendent for Business Affairs; Business Office Assistant/Payroll Specialist; Substitute Coordinator; Health Service/Coordinator; Grant Funded Part-Time Aides; Occupational Therapists (OT); Occupational Therapists’ Assistants (OTA) ; Technology Support Personnel; Substitute Coordinator; custodians, food service personnel, and any other supervisory, managerial, confidential, and short-term employees.

1.2 **Definition of “Employee”**

When used hereinafter in this Agreement, the term “Employee” shall refer to a member of the educational support staff bargaining unit as described in Section 1.1 above, except as expressly stated otherwise.

1.3 **Conflict Between Policy and Contract**

In the event any policy, rule or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE II

UNION-BOARD RELATIONS

2.1 **Union Right to Meet with Superintendent**

The Superintendent or designee shall meet once a month or at mutually agreeable times with officers of the Union to discuss matters relating to the implementation of this Agreement.

2.2 **Union Right to Meet with Principals**

The Principal of each school shall meet once a month or at mutually agreeable times with the Union Building Representative to discuss school operations and matters relating to the implementation of this Agreement.

2.3 **Union Right to Information**

The Board shall furnish the Union President with the following documents and kinds of information as they are regularly received, completed or compiled:

- A. Board agendas
- B. Official minutes of Board meetings
- C. Monthly budget summaries as prepared by the Township School Treasurer or by the central administrative office
- D. School policy manual and revisions
- E. Annual auditor's report
- F. Current fiscal year budget
- G. Employee lists including home addresses and telephone numbers

The Board and the Union shall make available to each other, upon request, any and all information, statistics, and records of a non-confidential nature which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

2.4 **Use of School Equipment and Facilities**

- A. The Union shall have the reasonable use of typewriters, photocopy machines, computers, and communication systems, including email and bulletin boards, for the conduct of its business as long as there is no interference with the normal operation of the school, does not occur during Employee work hours, and complies with the District's acceptable technology use policy.
- B. Upon request made to the Principal and forwarded to the Superintendent, and provided that it does not interfere with the educational program, the Union shall

be permitted the use of a school building room for the purpose of holding meetings.

2.5 Union Right to Address Employees

The Union President or designee shall be allotted at least five (5) minutes during the first Institute or School Improvement Planning Day of each school year to address Employees.

2.6 Agreement Printing and Distribution

- A. The Agreement shall be reproduced by the Board as soon as possible after the date of ratification by both parties.
- B. The Board shall deliver one copy of the Agreement to each Employee, including new hires.
- C. The Union shall be provided with an additional ten (10) copies of the printed Agreement.

2.7 Union Listings

The Union officers shall be listed in the District 146 directory.

2.8 Management Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States including but not limited to the responsibility for and the right:

- A. To maintain executive management and administration control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion, their assignment, and to promote and transfer all such employees.
- C. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.
- D. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

ARTICLE III

EMPLOYEE RIGHTS

3.1 Personnel Files

- A. Only one official file shall be kept for each Employee in the District. Such file shall be in the Central Administration Office and shall be available to the employee except for confidential materials such as credentials and employment references.
- B. Each Employee shall have reasonable access to his/her file.
- C. Employees shall have the right, at their expense, to have photocopies of any material, except the confidential material. Neither an Employee's complete file nor any of its contents shall be copied nor made known to any unauthorized persons without his/her permission.
- D. No derogatory material shall be added to an Employee's file unless the actual copy to be filed has been signed and dated by the Employee. The signature indicates that the Employee has read the materials; however, it does not imply agreement with its content. If the Employee refuses to sign and date the copy, a notation to that effect will be placed in the employee's file.
- E. The Employee shall have the right to attach dissenting materials to any item in his/her file.

3.2 Notice of Vacancies

The Union President shall be notified electronically, in a timely manner, of all District vacancies in the bargaining unit, as established by the Board. The District shall post such vacancies on the District employment website. Employees interested in such positions shall submit their applications electronically to the Superintendent or designee.

3.3 Transfers

- A. Employees who desire a transfer for the next school year shall notify the Superintendent, in writing, no later than March 15.
- B. If an Employee is transferred to a new position involuntarily, the Employee's seniority shall be maintained in the former category of position to the extent provided below in Article 3.4 of this Agreement.

3.4 Seniority

Seniority shall be defined as the length of consecutive service in the District within the respective category of bargaining unit position and shall accumulate from the date of original hire in that respective category. The original date of hire shall be deemed to be either the first day worked in that category or the Board's employment approval date, whichever occurs first. In the event of any ties in seniority, then the total duration of an Employee's continuous consecutive years of service in the District, regardless of category of position, shall be used to determine seniority ranking. If a tie still exists, then total years of non-consecutive service in the District shall be used as the deciding seniority factor.

In the initial year of employment, any Employee whose start date is prior to November 1 shall earn one (1) full year of seniority credit. An Employee whose initial start date is November 1 or later shall not earn seniority credit for that year. Full-time Employees shall earn one (1) year of seniority credit for each year worked in the District. Part-time Employees shall earn one half (½) year of seniority credit for each full year worked. An Employee does not accrue seniority while on an unpaid leave of absence (excluding FMLA leave for eligible Employees) or while on recall.

Examples: If an Employee eligible for FMLA uses 18 weeks of temporary disability leave for a personal illness one year, the first 12 weeks designated as FMLA (see Appendix C) leave are credited towards seniority and only the 6 remaining weeks of unpaid disability leave are deducted from the Employee's seniority credit for that year. If the Employee has enough accumulated sick leave to cover up to these 6 weeks, then no time is deducted from the Employee's seniority credit.

If an Employee not eligible for FMLA uses 12 weeks of temporary disability leave (see Appendix C) for a personal illness one year, the first 4 weeks of the leave are credited towards seniority because the Employee is paid while using accumulated sick leave. The remaining 8 weeks of the disability leave are unpaid, so these weeks will be deducted from the Employee's seniority credit for that year.

The District shall maintain separate seniority lists for full and part-time Employees, categorized by positions. Annually, but no later than January 15, the District shall post seniority lists for Employees and provide a copy to the Union President. Employees shall be afforded at least five (5) work days to submit corrections to the seniority list to the Superintendent; no further corrections to the list shall be made until the following year. Employees who are absent during the corrections time period may contact the Superintendent upon their return to submit changes. Final copies of the seniority list shall be prepared by each February 1st for posting, with a copy provided to the Union.

The seniority categories for Employee bargaining unit positions shall be as follows:

Accounts Payable/Food Service Specialist
Administrative Assistant to Director of Special Services
District Secretary/Receptionist
Grant Clerk/Administrative Center Assistant
Student Information Specialist
Building Secretaries
Nurses
Media Center Clerks and Health Clerk
Safety Clerks
Bilingual Aides
Pre-K through Grade 5 Aides (Early Learning, Building, Enrollment, Nurse Assistant, and Special Education)
Grades 6-8 Aides (Building, Enrollment, Nurse Assistant, and Special Education)

Any Employee who moves to a new position within a different category shall maintain seniority in the original position category but shall not accrue any further seniority in that category. In the new position category, the Employee must begin to accrue seniority anew (i.e., the Employee does not carry over the years of seniority from the prior position).

3.5 Reduction-in-Force and Recall

If a full-time Employee is removed or dismissed as a result of a decision by the Board to decrease the number of ESP employees or to discontinue some particular type of educational support service, the following provisions shall apply:

- A. Written notice shall be mailed to the full-time Employee and also given to the Employee either by certified mail, returned receipt requested, or by personal delivery with receipt, at least thirty (30) days before the Employee is removed or dismissed, together with a statement of honorable dismissal and the reason for the reduction-in-force.
- B. The Employee with the shorter length of seniority in the District within the respective category of position, as calculated under Article 3.4 above of this Agreement, shall be dismissed first.
- C. If the Board has any vacancies during the recall period established under the *School Code*, the positions becoming available within a specific category shall be offered to the full-time Employees removed or dismissed from that category according to reverse seniority at the time of their release, provided they are qualified to hold such position.

Employees shall be returned to the category of position which they held prior to release, if vacant. If no positions are available in an Employee's category, then the Employee shall be eligible for any other vacancies in other categories for which he/she has accrued seniority from prior positions held in the District.

Employees who have been released may also be given consideration by the administration, in its sole and non-grievable discretion, for any posted District vacancy for which they apply and are qualified, but only after all released Employees within their respective categories have been placed.

- D. Notice of recall shall be sent to an Employee by certified mail (return receipt requested) to the last address submitted to the Board by the Employee. The Employee must notify the Board in writing, within ten (10) calendar days of receipt of the offer, of the acceptance or rejection of any vacant position tendered to the Employee during the recall period. Any Employee who fails to notify the Board of his/her acceptance or rejection of an offered position within the time lines set forth above shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. An Employee who timely responds but declines the offered position shall remain on the recall list, but will be placed at the bottom of the list of the respective category.
- E. If an Employee is released and recalled to a position within the legal recall period, the reduction-in-force shall not constitute a break in service with District 146.

3.6 Discipline, Suspension, and Termination

If an allegation(s) or charge(s) of a substantive nature is brought against an Employee, the Superintendent may suspend the Employee with pay until such time as the District concludes its investigation of the allegation(s) or incident(s) that led to the suspension.

In the event an Employee is to be suspended without pay or terminated for disciplinary or job performance reasons (i.e., not for reduction-in-force), the District shall provide the Employee in writing with notice of the following:

- A. Reasons for the unpaid disciplinary suspension or employment termination;
- B. The date(s) and duration of the suspension or the effective termination date; and
- C. Notification of the Employee's right to request a review hearing on the reasons for the unpaid suspension and/or termination before the Superintendent, with a representative of the Union, if the Employee so elects. The Superintendent's decision shall be considered final and is not subject to the grievance and arbitration procedures set forth in Article IV of this Agreement.

3.7 Liability Protection

The Board will, in accordance with the *Illinois School Code*, indemnify and protect Employees against any loss or liability by reason of death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definitions

- A. A grievance shall consist of any complaint that there has been a violation or misinterpretation of any of the express terms of this Agreement.
- B. As used in this Article, the term “days” shall mean days on which the District Business Office is open, excluding Winter and Spring Break. In the event the grievance occurs during the summer, the grievance shall be put in abeyance for a period not to exceed 35 days. This abeyance period may be shortened or extended if mutually agreeable to both parties.

4.2 General Provisions

- A. A grievance may be initiated and/or conducted by an Employee in his/her own behalf or by an Employee accompanied by a Union representative, if the Employee so elects.
- B. No Employee at any stage of the grievance procedure will be required to meet with any administrator without a Union representative, if the employee so elects.
- C. In all steps of the grievance procedure, the grievance shall be heard during non-school hours, at a mutually agreed time. If at any step of the grievance procedure it becomes necessary for an individual to be involved during school hours as determined by the Board, they shall be excused without loss of pay for that purpose.
- D. If a grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at the appropriate step of the grievance procedure.
- E. An Employee who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- F. The Employee and his/her representative, if any, have the right to be present at all hearings and meetings concerning his/her grievance.
- G. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- H. In any instance where the Union is not represented in the grievance procedure, the administrator making the decision shall notify the Union in writing of the resolution of the grievance at each level.

4.3 Procedure for Adjustment of Grievances

A. Informal Conference.

A complaint shall first be discussed with the appropriate administrator with the object of resolving the matter informally.

B. Formal Procedure

1. Step 1, Principal Level. In the event the matter is not resolved informally, the grievance, stated in writing, may be submitted by the Employee or his/her representative, if any, to the appropriate administrator within thirty (30) days after the occurrence of the act or condition which is the basis for the grievance.
 - a) The administrator shall meet and confer on the grievance within five (5) days after the filing thereof, with a view to arriving at a mutually satisfactory adjustment. Participants in this conference and throughout the procedure shall be those guaranteed in the general provisions.
 - b) Within five (5) days after hearing the grievance, the administrator shall state his/her decision in writing, together with supporting reasons, and shall furnish one copy to the grievant Employee, and two copies to the Union President.
2. Step 2, Superintendent Level. Within ten (10) days after receiving the decision of the administrator, an appeal from the decision may be made to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or conditions and the grounds on which the appeal is based, and shall be accompanied by a copy of the decision in Step 1.
 - a) The Superintendent shall meet and confer on the grievance within ten (10) days, with a view to arriving at a mutually satisfactory adjustment.
 - b) Within five (5) days after hearing the appeal, the Superintendent shall communicate his/her decision in writing, together with supporting reasons, to the administrator, the Union president or his/her designee, and the aggrieved.
3. Step 3, Board Level. Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. This appeal shall be in writing and shall be accompanied by a copy of the appeal at Step 2 and of the decision at Step 2.

- a) No later than thirty (30) days after receipt of the appeal the Board shall hold a hearing on the grievance. The hearing shall be informal, but shall allow all parties to air their views. The grievants, their representatives, if any, and other parties to the grievance shall be allowed to attend the entire hearing.
 - b) Within ten (10) days after the hearing on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons to the Superintendent, the administrator, the Union president or his/her designee and to the aggrieved.
4. Binding Arbitration. If the decision at Step 3 is not satisfactory to the Union, there shall be available a 4th step of impartial arbitration. The Union must submit in writing, within ten (10) days after receiving the Board's decision in Step 3, a request to enter into such arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within the above ten (10) day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said association. The decision and/or award of the arbitrator will be binding upon the parties. Expenses for the arbitration shall be borne equally by the Board and the Union.

The arbitrator shall have no power to alter, amend, nullify, add to, or subtract from the express terms of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decisions solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

ARTICLE V

WORKING CONDITIONS

5.1 Work Schedules

Employees shall work the hours and days, including lunch breaks, as shown in Appendix B.

Employees shall be expected to arrive to work on time and not leave prior to the end of their scheduled work day without authorization. To comply with legally-required wage recordkeeping obligations, Employees must initial-in at the designated location upon their daily arrival. Separate attendance sheets must be completed by Employees who arrive late or depart early. Any Employee who works overtime will complete the District time sheet. Any infraction of the Employee's workday schedule shall be dealt with on a case-by-case situation.

During the school year on days when school sessions are canceled due to emergency situations and teachers are not required to report for work, Employees at the building level, except for 12-month Employees, will not be required to report to work. Twelve-month Employees' work attendance on such days will be at the discretion of the District.

5.2 Evaluation

Each Employee's job performance shall be evaluated by his/her direct supervisor. The evaluation process includes scheduled annual evaluations, on forms applicable to the job classification, and day-to-day appraisals. Additional evaluations may occur, if needed.

Supervisors shall provide a copy of the completed evaluation to the Employee and shall provide an opportunity to discuss it. As appropriate, supervisors should discuss job performance issues that require attention with Employees. The original evaluation form should be signed and the appropriate box checked as Agree or Disagree by the Employee and filed with the Superintendent. The Employee's signature does not indicate concurrence, but merely that the Employee has seen the completed form. An Employee may file a signed statement on his/her behalf relating to any evaluation in his/her personnel file with which he/she does not concur. Such dissenting statements shall be attached to the original material.

ARTICLE VI

LEAVES, VACATIONS, AND HOLIDAYS

6.1 Sick and Disability Leave

- A. Full and part-time Employees who work at least 600 hours per year shall be granted twelve (12) work days of paid sick leave at the beginning of each year. A work day equals the number of hours that an Employee is scheduled to work. There shall be no limits on accumulation of unused sick days. Sick leave shall be used in cases of personal illness, quarantine at home, or serious illness or death of anyone residing in the household or immediate family. Immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law or legal guardian
- B. The Board may require a physician's certificate as a condition for paying sick leave after an Employee has been absent for three (3) consecutive days for personal illness, or as it deems necessary in other cases. If the Board requires a certificate during a leave of less than three (3) days or directs an Employee to undergo a physical examination after the initial medical examination required for employment, it shall pay the expenses incurred by the Employee. Employees must provide, at their own expense, any medical verification required for a leave of absence.
- C. Any Employee who works at least 1000 hours annually and desires a temporary disability leave for extended personal illness shall be afforded a leave of absence as indicated on Appendix C, incorporated into this Agreement. Temporary disability leave shall run concurrently with any accumulated sick leave, personal leave, vacation days, and FMLA leave available to the Employee and shall be calculated on the "rolling backwards" method used for FMLA eligibility during a 12-month period (see Article 6.6 of Agreement).

6.2 Personal Leave Days

Full and part-time Employees who work at least 600 hours per year may be excused up to three (3) work days per school year with pay for reasons of personal business. For the third day, the Employee shall provide a reason. Except in an emergency situation, an Employee must provide at least two (2) days' written notice to his/her supervisor requesting use of personal leave. Such leave days will not be permitted on the day before or after a school break, holiday, or a SIP or Institute Day. Personal business leave authorized, but not used, shall be added to the individual Employee's accumulated sick leave. Employees hired during the year shall have personal leave in proportion to the amount of time or part of the year for which they are employed.

6.3 Leave for Military Service and Annual Training

- A. The Board will provide military leave for Employees who are called or volunteer for military service while under full time contract in District 146. Such Employees shall, upon return, be entitled to all benefits provided them by federal and state laws, provided that the Employee gives notice at least ninety (90) days prior to the start of the school year of his/her intent to return to the District upon honorable discharge from service.
- B. An unpaid leave of absence for annual military training tours will be granted upon written request. An Employee's written request shall be delivered to the Board no less than forty-five (45) days prior to the start of the training tour, except in cases of emergency. The Board may consider requests for leave of absence with pay for such training tours, provided that the Employee cannot arrange a tour of duty at a time other than during the school year. If the Board determines to grant a leave of absence with pay, the Board shall deduct from such salary any amounts received by the Employee for such service.

6.4 Jury Duty

Employees called for jury duty or subpoenaed as a witness for District business shall turn over to the District business office evidence of participating in such court service, and no deduction shall be made from the Employee's regular salary because of such absence. Employees may keep their jury payment provided to compensate them for mileage, travel and/or food expenses.

6.5 Union Leave

The Union shall be granted two (2) days released time, at full salary, to be used by the President of the Union, or his/her designee, for the purpose of attendance at meetings, conventions, or other business matters relating to the Union, provided that the Union assumes the cost of substitutes and meeting expenses. Requests for such released time must be made by the President, in writing, to the Superintendent, with a copy to the supervisor when appropriate, not less than five (5) days prior to the date of such absence.

6.6 Family and Medical Leave

Full-time Employees who have been employed by the Board for at least twelve (12) months, and have worked at least 1,250 hours during the preceding twelve (12) months, shall be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act of 1993* ("FMLA"). Such leave shall be unpaid unless accumulated sick, personal, and vacation leave is available to an Employee; any such available paid leave must be used concurrently with FMLA leave. An eligible Employee is entitled to FMLA leave for up to twelve (12) work weeks during a twelve (12) month period, as calculated under the "rolling" 12-month period measured backward from the date the Employee uses any FMLA leave.

Each time an employee takes FMLA leave, the remaining leave to which the employee is entitled would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Example 1: If an employee has taken eight (8) weeks of leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken.

Example 2: An employee takes four (4) weeks of FMLA leave beginning February 1, 2000; four (4) weeks beginning June 1, 2000; and four (4) weeks beginning December 1, 2000. In this case, the employee would not be entitled to any additional FMLA leave until February 1, 2001. However, beginning on February 1, 2001, the employee would be entitled to four (4) weeks of leave; on June 1, 2002, the employee would be entitled to an additional four (4) weeks, and on December 1, 2001, an additional four (4) weeks of FMLA leave.

FMLA leave may be used for the following purposes:

- A. the birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
- B. the placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
- C. the care of the Employee's spouse, child or parent with a serious health condition;
or
- D. the treatment of a serious health condition that makes the Employee unable to perform the functions of the job.

An Employee shall provide thirty (30) days notice to the Superintendent before a foreseeable FMLA leave is to begin based upon an expected birth, placement for adoption, foster care, or planned medical treatment. If thirty (30) days notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the Employee shall also advise the Superintendent of the reasons why the leave schedule is necessary, and of the schedule for treatment.

6.7 Religious Holidays

Employees whose recognized religious holidays are not observed on the regular school calendar as legal holidays shall be permitted to take up to two (2) work days annually without loss of pay.

6.8 School Visitation Leave

An Employee who has worked at least six (6) months in the District and who is employed the equivalent of one half (.5) time or more in the position for which hired is entitled to eight (8) hours during any school year to attend school conferences or classroom activities related to the Employee’s child. The leave shall be approved only if the conference or activity cannot be scheduled during non-work hours. Employees requesting school visitation leave must provide written notice no later than seven (7) calendar days in advance to their supervisors and must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the Employee, except sick and disability leave. No more than four (4) hours of school visitation leave may be taken by an Employee on any given work day.

6.9 Leaves for Victims of Domestic or Sexual Violence

Any Employee who (1) is a victim of domestic or sexual violence, or (2) has a family or household member who is a victim of domestic or sexual violence, may take an unpaid leave of absence from work pursuant to the terms and conditions of the *Victims’ Economic Security and Safety Act* to seek medical help, legal assistance, counseling, safety planning, and other assistance. Unless advance notice is not practicable, an Employee must provide at least 48 hours advance written notice to his/her supervisory when request such leave. An Employee is entitled to a total of twelve (12) work weeks of leave during a 12-month period for such leave. Neither the law nor this provision creates any right for an Employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal *Family and Medical Leave Act*.

6.10 Vacation

Twelve-month Employees will be eligible for annual vacation as credited during the District’s fiscal year (July 1- June 30). During an Employee’s first year in the District, vacation days shall be earned monthly at the rate of one (1) vacation day per month up to the maximum annual ten (10) days indicated below. Beginning July 1 after an Employee’s first year in the District, vacation days shall accrue and be available for use immediately.

Completed Years of District Service	Vacation Earned
0-8 years	10 days (2 weeks)
9-11 years	15 days (3 weeks)
12 or more years	20 days (4 weeks)

Vacation days will not be advanced to Employees in anticipation of continued future service to the District.

Accrued vacation time must be used prior to the end of the fiscal year (June 30) or those days will be permanently lost for use or further accrual (i.e., “use it or lose it” rule). The District will not pay Employees for vacation time accrued but not taken, except at the time of termination of employment.

6.11 Holidays

Twelve-month Employees, as indicated on Appendix B, shall be granted the day off with pay for the following legal holidays as scheduled on the District calendar, unless the District receives a waiver or modification of the *School Code* allowing it to schedule school on that holiday. Eligible employees will be paid for, but will not be required to work on, the designated holidays regardless of the day of the week upon which the holiday falls.

New Year’s Day	Independence Day
Martin Luther King Jr.’s Birthday	Labor Day
Abraham Lincoln’s Birthday (or Presidents’ Day)	Columbus Day
Casimir Pulaski’s Birthday	Veteran’s Day
Memorial Day	Thanksgiving Day
	Christmas Day

The District may require Employees to work on a school holiday during an emergency or to maintain the operational needs of the District.

In years with an extra work day (i.e., 261 days), eligible Employees shall be granted the Friday after Thanksgiving off as a floating holiday without pay. In general years with 260 work days, the Board will grant the Friday after Thanksgiving off as a floating holiday with pay. In years that have more than 261 work days for eligible Employees, the administration and Union shall meet to determine where the extra day is placed on the District calendar as an unpaid floating holiday.

ARTICLE VII

COMPENSATION AND BENEFITS

7.1 Compensation

- A. Employees shall be compensated during each year of this Agreement according to the Salary Schedules set forth in Appendix A. From these salary amounts, the Board shall deduct and pay on behalf of Employees all required pension contributions owed to the Illinois Municipal Retirement Fund. All full- and part-time Employees hired before November 1 shall advance each year on the applicable Salary Schedules for their compensation category.
- B. The administration shall place Employees new to the District on the applicable Salary Schedules and may credit new hires with up to seven (7) years for initial compensation placement for any prior years of non-consecutive service in District 146 or for comparable experience in other school districts or employment.
- C. Full-time Employees who move to a new District position in a different compensation category shall be credited with their prior years of consecutive service for salary schedule placement purposes (i.e., they move “straight over” on schedules). Part-time Employees who move into a full-time position in the District will be credited with one (1) year of experience for every two (2) years of part-time service in District 146 in determining their initial salary schedule placement.

7.2 Payroll Procedures and Deductions

Full-time Employees shall have the option to be paid over 22 or 26 pay periods. Employees who resign in the middle of the year shall be paid for the period of actual employment, plus any owed overtime and earned vacation pay, and shall have their final paycheck prorated accordingly.

The Board shall make payroll deductions as authorized by Employees to the following:

Credit Union

Tinley Park ESP Council of American Federation of Teachers-Local 604, IFT-AFT, AFL-CIO.

Tax sheltered annuities

Any other program mutually agreeable to the Board and Union

7.3 Overtime Pay

Employees shall receive overtime for hours worked in assigned, pre-approved or emergency response time that are in excess of forty (40) hours in a work week. For

overtime payment calculations, hours worked means only those hours actually on the job and working (i.e., sick, personal, holidays, vacation, and other leaves are not included). Overtime payment is at one and one-half (1+1/2) times the Employee's straight rate of pay.

7.4 Final Paycheck

A terminating Employee's final paycheck will be adjusted to include pay for any unused, earned vacation credit. Terminating Employees will receive their final pay on the next regular payday following the date of termination, except that an Employee dismissed due to a reduction in force shall receive his/her final paycheck on or before the third business day following the last day of employment.

7.5 Mileage Allowance

Employees who are required to use their automobiles for approved travel on District business shall be reimbursed for their mileage at the rate allowed by the Internal Revenue Service.

7.6 Medical Insurance

1. The Board will provide a group hospitalization and medical insurance program to all eligible Employees, with benefits as indicated in the District's program booklet. An eligible Employee is one who works 1,000 hours annually and meets any conditions of the group health insurance plan.
2. All eligible Employees who do not elect hospitalization and medical insurance may select one of the following Board-provided options:
 - A. \$100,000 group term life insurance policy; or
 - B. Annuity contribution with a company designated by the Employee in the amount equal to the premium costs for the life insurance policy.
3. The Board and eligible Employee shall split the group hospitalization and medical insurance premium costs as follows:

Board Contribution	Employee Contribution
Single 95%	5%
Family 75%	25%

The Board shall pay the first 15% of any annual increase in the individual and family premiums. Any annual increase beyond 15% will be split 50/50 between the Board and Employee.

7.7 Term Life Insurance

The Board will provide group term life insurance in the amount of \$20,000.00 to eligible Employees. An eligible Employee is one who works 1,000 hours annually and meets any conditions of the term life insurance plan.

7.8 Dental Insurance

The Board will provide dental insurance at its expense to eligible Employees and dependents. An eligible Employee is one who works 1,000 hours annually and meets any conditions of the group dental insurance plan.

7.9 Flexible Spending Account

The District will institute a flexible spending account program under the provisions of Section 125 of the *Internal Revenue* Code to provide premium conversion, dependent care, and medical reimbursement benefits to eligible Employees.

7.10 Internal Substitution Payment

Employees who substitute in another position for which a different salary rate is paid shall receive the higher rate of compensation (i.e., their regular rate or the rate of the position for which they are substituting) whenever the internal substitution duties exceed a minimum of 6 ½ hours of daily work.

ARTICLE VIII

FAIR SHARE

8.1 Fair Share Fees

- A. Each Employee, as a condition of his/her employment on or before thirty (30) days from the date of commencement of duties, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues.
- B. In the event that the Employee does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the fair share from the wages of the non-member in the same manner as deductions are made for the Union members.
- C. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction, except as may be otherwise required by Illinois statute relative to moneys deducted from an individual with bona fide religious objections.

8.2. Legal Action

- A. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives immediate notice of such action in writing to the Union, and permits the Union intervention as a party if it so desires, and
 - 2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- B. The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.
- C. The Board retains the option to be represented by its own general counsel or that of its Errors & Omissions insurance carrier. In that case, the Board shall first recover all moneys provided in its Error & Omissions insurance policy. The Union shall be obligated only to reimburse the Board for any costs—whether for defense or for damages—not covered by the Board through such insurance. In the event the Board exercises this option, the conditions enumerated in subsections 9.2, A1 and A2 above shall apply to both the Union and the Board. The Union shall retain the right to challenge the validity of any charges imposed by such attorney not directly employed by the Union.

8.3. Hold Harmless

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article. Nor will this save harmless provision apply if any attorney retained by the Board should fail to vigorously defend, or cooperate in the defense of, all provisions of this fair share Article.

ARTICLE IX

EFFECT OF AGREEMENT AND DURATION

9.1 **Maintenance and Amendment of Contract**

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 the Agreement.

9.2 **Savings Provision**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or Congress or the Illinois legislature enacts a law in conflict with any article, section, or clause of this Agreement, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

9.3 **No Strike Provision**

The Union, its members, and members of the bargaining unit agree not to strike, engage in any work stoppage, or picket, any of which of the foregoing in any manner would tend to disrupt the operation of any school in District 146 or its administrative offices, during the term of this Agreement.

9.4 **Waiver of Mid-Term Bargaining**

Beginning January 1, 2008, the parties acknowledge that, during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate any further agreements effective for or during the term of this Agreement.

9.5 **Duration**

This Agreement shall be effective as of December 22, 2006, and shall remain in full force and effect through June 30, 2009, [except that salary shall be retroactive to July 1, 2006.](#) [In addition, meeting attendance](#) by aides as required under Appendix B for the second semester of the 2006-2007 school year (Mondays in February, March, April, May and June, will be exchanged for non-attendance on the May 17, 2007, SIP day.

DATED THIS 21st DAY OF DECEMBER, 2006.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

WITNESSES:

FOR THE BOARD OF EDUCATION

Jerry Hughes, Vice President

John Mehalek, President

Dean Casper

Therese O'Brien, Secretary

Donna Framke

Julie Jackson

John Carey, Jr.

WITNESS:

**FOR THE ESP TINLEY COUNCIL OF
LOCAL 604 IFT - AFT**

Emily Vaccaro, Secretary

Vicki Leuck, President

Sue Oostman, Treasurer

Deb Brocious, Vice President

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