

**AGREEMENT
BETWEEN BOARD OF EDUCATION
OF SCHOOL DISTRICT #99,
BUREAU COUNTY, IL**

AND

**SPRING VALLEY ELEMENTARY
ASSOCIATION OF NON-CERTIFIED WORKERS AN
INDEPENDENT VOLUNTARY ASSOCIATION**

JULY 1, 2016 THROUGH JUNE 30, 2019

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**ARTICLE I
RECOGNITION**

- 1.1 **Bargaining Unit.** This Agreement covers all regularly employed full-time and part-time non-certified employees of the Board excluding the secretary to the Superintendent, the bookkeeper for the Board of Education, the secretaries to the building principals, and all other supervisors, managerial, confidential and short-term employees.

The Association shall designate in writing no more than three (3) persons to represent the Association. This designation shall be made each year during the first week of school and delivered to the Superintendent.

**ARTICLE II
MANAGEMENT RIGHTS**

- 2.1 **Management Rights.** The Board shall have and retain the sole and exclusive right to hire, fire, assign, promote, lay-off, direct, discipline, transfer and determine qualifications of employees. The Board has the complete and sole right to determine the extent and operations of the District and to make rules, determine the methods, standards and extent of work and to determine the content of jobs and to select and appoint supervisory personnel and have and retain all other management rights and functions not specifically modified or abridged by any provision of this Agreement.

**ARTICLE III
NON-DISCRIMINATION**

- 3.1 **General.** The Board and the Association agree that neither party shall unlawfully discriminate against any member of the bargaining unit because of race, creed, color, religion, national origin, sex, disability, or age.

**ARTICLE IV
GRIEVANCE PROCEDURE**

- 4.1 **Definition.** An employee, group of employees or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement define a grievance as a complaint.
- 4.2 **Time Limits.** All time limits consist of all weekdays when the District office is open for business.
- 4.3 **Failure to Proceed.** No grievance shall be processed or entertained unless it is filed in writing in accordance with the provisions of step 1 below. If an employee or the Union fails to pursue a grievance to the next step within the prescribed time limits, the grievance shall be dropped.
- 4.4 **Failure to Respond.** If the Employer fails to respond to any grievance within the prescribed time limit, the grievance will automatically proceed to the next step.
- 4.5 **Procedures.**

Step 1. A grievance shall be verbally presented to the Superintendent within five (5) days of the date upon which the grievant or the Association knew or reasonably should have known of the event giving rise to the grievance. The Superintendent or designee shall meet with the grievant and a Union representative within five (5) days of the verbal presentation of the grievance to discuss it. If the grievance is not resolved at this meeting, the grievant may within five (5) days of that meeting submit the grievance in writing to the Superintendent. The written grievance must state the provision of the Agreement involved and the remedy requested. The Superintendent shall provide a written response to the written grievance within seven (7) days of receipt of the written grievance.

Step 2. If the grievant is not satisfied with the decision at Step 1, the grievant may, within five (5) days of receipt of the Step 1 decision, refer the grievance to the Board of Education. The Board of Education will consider the grievance at its next regularly scheduled Board meeting provided that this meeting is scheduled for a date not less than seven (7) days after the date upon which the grievance was referred to the Board, otherwise, the Board will consider the grievance at the next regularly scheduled Board meeting. The Board may request the presence of the grievant at the Board meeting in which case the grievant is entitled to Association representation. The Board shall provide the grievant with a written response to the grievance within ten (10) days of the Board meeting at which it was considered. The decision of the Board shall be final.

ARTICLE V
PROBATIONARY PERIOD/SENIORITY/LAYOFF

5.1 **Probationary Period.** All employees shall be hired on a probationary basis for a period of ninety(90) days on the job, i.e., days actually at work. During the probationary period an employee may be disciplined or discharged in the sole discretion of the Board without stating any reason for such actions.

5.2 **Seniority.** Seniority shall be determined as the length of time of continuous employment effective with the date of last hire. Seniority shall be within each respective category of position, namely: (1) custodians; (2) cooks; and (3) teacher aides, with the following exception: one-on-one aides employed after July 1, 1997, are employed only to provide service to individual students and their employment will terminate when the student leaves the District or no longer needs an aide. The one-on-one aide hired on or after July 1, 1997, will be given thirty (30) calendar days notice of termination. A one-on-one aide employed after July 1, 1997, who has been employed for no less than one full school term, shall, however, have bumping rights described in section 5.3 below.

A seniority list will be prepared for each category listed above and made available on or before February 1 of each year. Length of time of continuous employment for seniority shall be measured by years (or school terms) of work as follows: (1) for the purpose of "seniority" under this Article 5 only, full-time employees are those who are regularly scheduled to work for a minimum of twenty-five (25) hours per week, these employees shall earn one year of seniority credit for each year (or school term) of work; (2) regularly employed part-time employees are those who are regularly scheduled to work less than twenty-five (25) hours per week. Employees who work (15) or more hours per week but less than (25) shall earn half a year (or school term) seniority credit for each year (or school term) of work; and (3) those employees who work less than (15) hours per week will not acquire seniority. Any employee hired on or after July 1, 2004 who works less than (25) hours per week will not earn seniority. Periods of paid leaves of absence shall be counted toward seniority. No seniority will accrue during unpaid leaves of absence in excess of 30 days.

5.3 **Layoff.** Layoff shall be based upon seniority within the appropriate category provided that the more senior employee in the category has the qualifications for and can fulfill the responsibility of the position of the less senior employee within that category. The order of layoff within each category shall be: probationary employees and employees who work less than 25 hours per week first, followed by regularly employed full-time (work 25 hours or more) employees.

An employee (except for a one-on-one aide hired after July 1, 1997, whose employment may terminate during a school term at any time the need for the aide no longer exists with thirty (30) calendar days notice of termination) who is to be laid off shall be given written notice at least 60 days prior to the end of the school term. If a one-on-one aide hired after July 1, 1997, is laid off after having been employed by the District for no less than one full school term, that aide may bump a less senior aide effective with the start of the next school term so long as the more senior aide has the qualifications for and can fulfill the responsibility of the position of the less senior aide.

Subsequent to any layoff, 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 to the employees laid off from such category so far as they are qualified to hold such positions. Employees shall be recalled in the reverse order of that in, which they were laid off. Notice of recall shall be mailed to the last known address of the employee. The employee must accept a recall within 10 days of the date of the notice. Failure to so accept the recall shall cause the employee to forfeit any further right to recall. Upon return to work after recall, an employee's seniority as of the date of layoff shall be reinstated.

5.4 **Termination of Seniority.** Seniority and the employment relationship is terminated when an employee:

- a. Quits; or
- b. Retires; or
- c. Laid off; or
- d. Absent without notifying the Building Principal or Superintendent; or
- e. Does not return to work after the termination of an authorized leave of absence; or
- f. Discharged for just cause.

**ARTICLE VI
DISCIPLINE AND DISCHARGE**

- 6.1 **Disciplinary Measures.** Disciplinary measures shall normally include oral reprimand, written reprimand, suspension without pay, and discharge. The Superintendent and/or the Board shall have the right to discipline employees for just cause, probationary employees without cause.
- 6.2 **Reprimands.** An employee who receives a reprimand shall have the right to attach a written response to it or file a written reply to any oral reprimand. A written reprimand may be processed through Step 2 of the grievance procedure. An oral reprimand shall not be subject to the grievance procedure.
- 6.3 **Suspension and Discharge.** Except in case of emergency, prior to any suspension without pay or discharge the employee shall be notified of the proposed discipline and directed to meet with the Superintendent and/or Board of Education. The employee shall have the right to any representation they see fit at any such meeting. At the meeting the employee shall be told of the reasons for the proposed discipline and be given an opportunity to state his/her side of the story. Subsequent to any suspension without pay or discharge decision made by the Superintendent, the employee may invoke Step 2 of the grievance procedure provided that the employee gives written notice of his/her desire to refer the matter to the Board within three (3) days of the date of the decision to suspend or discharge. The following is a representative list of employee actions that constitute cause for suspension or discharge. The list includes but is not limited to:
- a. Unauthorized absence;
 - b. Disorderly or immoral conduct;
 - c. Theft;
 - d. Lying or misrepresentation regarding any work related matter;
 - e. Incompetence or inefficiency;
 - f. Insubordination;
 - g. Use of alcohol while on duty or being under the influence of alcohol at work;
 - h. Use of illegal drugs;
 - i. Negligent or willful damage to public property;
 - j. Conviction of any criminal act; or
 - k. Excessive tardiness.

**ARTICLE VII
LEAVES**

- 7.1 **Sick Leave.** Employees eligible for sick leave pursuant to Section 5/24-6 of the Illinois School Code shall be entitled to paid sick leave in the amount of 15 days for staff with 0-10 years of service, 17 for 11-20 years of service and 19 for staff over 20 years of service in each school year accumulative to a maximum of 240 days including the leave of the current year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family. The Board may require, as a basis for pay, a physician's certificate after any absence of more than three consecutive days, or as it may deem necessary in other cases. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.
- 7.2 **FMLA Leave: Serious Health Conditions.** Any eligible employee who does not have sufficient paid leave time available to allow such employee at least 12 workweeks of leave in any 12-month period for absences caused by a serious health condition of the employee and absences required by the need to care for a spouse, son, daughter or parent who suffers from a serious health condition, shall be granted sufficient unpaid leave days so as to assure such employee a minimum of 12 workweeks of leave in any 12-month period for such absence. For the purpose of leave under this section, eligible employees are defined as those who have been employed by the District for at least 12 months and for at least 1250 hours of service during the previous 12 month period. With regard to leave under this section, the Board reserves the right to require medical certification and to apply the Rules Applicable to Periods Near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993.
- 7.3 **FMLA Leave: Paternity - Maternity - Adoption Leave.**
- a. An employee who is unable to work due to a disability caused or contributed to by pregnancy, childbirth, or related medical conditions may utilize available sick leave for such absences in the same manner as it may be used for any other sickness or disability.

b. An employee who is an "eligible employee" as defined in the Family and Medical Leave Act of 1993 is entitled to elect to take up to 12 workweeks of parental leave because of the birth of a son or daughter or because of the placement of a son or daughter with the employee for adoption. An employee shall provide at least 30 days advance notice of intention to take leave under this Part b except that if the date of birth or placement requires the leave to begin in less than 30 days, the employee shall provide such notice as is practicable. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption. This parental leave shall not be taken intermittently without the written consent of the Superintendent. Any paid sick leave used by an employee due to disability caused or contributed to by pregnancy, childbirth or related medical conditions shall constitute part of the 12-week parental leave provided for herein. Parental leave under this Part b shall be without pay and no benefits shall accrue during the period of leave. However, an employee shall not lose any benefits accrued prior to the date on which the leave began and during the period of this leave. The District shall maintain the employee's coverage under any applicable group health plan for the duration of the 12 workweek leave at the level and under the conditions of coverage that would have been provided if the employee had continued to work during the period of leave. Pursuant to the provisions of the Family and Medical Leave Act of 1993, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the employee fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or for other conditions beyond the control of the employee. When an employee returns from a leave, the Superintendent will give first consideration to returning the employee to the same position he/she held prior to the leave. However, the Superintendent may assign him/her to a different, similar available position if deemed to be in the best interest of the School District. An employee on leave hereunder shall be subject to dismissal due to reduction in force on the same terms as employees not on leave.

7.4 **Bereavement Leave.** Employees shall be granted a total of up to three (3) days of bereavement leave where death has occurred in the "immediate family" as defined in 7.1 above. One (1) day of bereavement leave shall be granted for a death in the "household." The term "household" shall mean aunt, uncle, nephew, niece and grandparents-in-law. Bereavement leave will not accumulate or affect sick leave.

7.5 **Vacation.** Full-time regularly employed 12-month employees will be granted paid vacation as follows:

- a. After one (1) year of service and through four (4) years of service - 5 days.
- b. After five (5) years of service and through nine (9) years of service - 10 days.
- c. After ten (10) years of service and through fourteen (14) years of service - 15 days.
- d. After fifteen (15) years of service - 20 days.

7.6 **Scheduling Vacation.** Vacation shall be scheduled in no less than one-day increments. Vacation shall be scheduled during the summer months provided that those employees who are eligible for 20 days of vacation may schedule two weeks (10 days) of vacation during the school term. During the period from August 15 through June 15 of each year, only one employee from each building will be allowed to schedule vacation during the same period of time. During the summer months no more than two district custodial employees may schedule vacation during the same period of time and no longer than two consecutive weeks. In case of conflict in vacation requests, seniority shall prevail. All vacation requests shall be subject to the advance approval of the Superintendent or designee.

7.7 **Personal and Emergency Leave.** Employees are entitled three (3) personal leave days (2 Unrestricted, 1 Restricted) per year at the regular rate of pay to attend to personal business that cannot reasonably be scheduled for non-work hours. Written notice requesting permission to take personal leave must be to the Building Principal or Superintendent at least 24 hours in advance. Employees may accumulate up three (3) days of personal leave or "roll over" the days into accumulated sick leave or receive payment at the end of the year for an unused personal day in an amount equal to the base rate of pay for the category times the number of regular hours of work in the employee's regular work day. The employee must provide written notice to the fiscal office of their preference for unused sick leave by May 30 each year. If no notice is received, the days will be automatically added to the employee's accumulated sick leave. In the event an employee has no available personal leave and due to an emergency, which requires the employee is unable to attend work, the employee shall receive up to two (2) additional emergency leave days without pay.

**ARTICLE VIII
HOURS OF WORK AND OVERTIME**

- 8.1 **Scheduling.** The Superintendent in accordance with school requirements shall establish starting and quitting time. It is recognized that it may be necessary for employees to work overtime so that the schools can function in the most efficient manner. The Superintendent or designee may assign overtime and all overtime must be approved by the Superintendent or designee. Hours of work and number of workdays per year shall be assigned each contract year. The hours of work and work days per year are as follows:
- 8.1.1 **Cooks.** Full-time cooks will work five (5) to eight (8) hours per day, exclusive of lunch breaks. Cooks shall be employed to work for up to 175 student attendance days and on such additional days during the school term as may be assigned by the Superintendent.
- 8.1.2 **Custodians.** Full-time custodians will work five (5) to eight (8) hours per day (25 or more hours per week), exclusive of lunch breaks. They shall be scheduled to work 52 weeks per year.
- 8.1.3 **Teacher Aides.** Teacher aides shall work four (4) to seven and one-half (7 1/2) hours per day, exclusive of lunch breaks. Those assigned to five (5) or more hours shall receive 30 minute unpaid lunch breaks. They shall be employed to work for up to 176 student attendance days and on such additional days during the school term scheduled for teacher institutes, teacher training, and parent conferences, as may be assigned by the Superintendent.
- 8.2 **Extra and Overtime Pay.** Employees shall be paid at the rate of time and one-half (1½) their regular hourly rate of pay for all hours of actual work beyond 40 hours in a week. Any necessary extra hours beyond the regular workday or week that do not exceed 40 hours for the week are paid at the regular rate. Any overtime or extra hours must be pre-approved by the Superintendent or designee.
- 8.3 **Holidays and Waivers.** Any full-time non-certified employee (work over 25 hours) shall receive twelve paid holidays as follows, regardless of whether school is in session:
- 1) Columbus Day
 - 2) Thanksgiving
 - 3) Christmas Eve
 - 4) Christmas Day
 - 5) New Year's Eve
 - 6) New Year's Day
 - 7) Friday before Easter
 - 8) Labor Day
 - 9) Friday following Thanksgiving
 - 10) Memorial Day
 - 11) Veteran's Day (Aides & Cooks) – July 4 (Custodians)
 - 12) Casimir Pulaski

Holiday pay shall be calculated by multiplying the number of regular assigned hours times the employee's regular rate of pay. If the District receives a waiver and conducts school on any of the listed holidays, then the employee shall receive another day off with pay.

**ARTICLE IX
SALARY AND BENEFITS**

- 10.1 **Salary.** Employees shall be paid on an hourly basis in accordance with the pay plan attached hereto as Appendix A. In addition, teacher aides and cooks will be paid over twelve months through automatic deposit. The employee must provide district office necessary documentation regarding banking information.
- 10.2 **Professional Development & Travel Allowance.** The District shall pay professional development or classes required for certification. The day will be documented as Professional Days and must be pre-approved. Pre-approved travel that is required by the district shall be subject to mileage reimbursement equal to the current IRS rate.

- 10.3 **Health/Life Insurance.** Regularly employed full-time employees defined as those regularly scheduled to work 25 hours or more each work week during the school term or school year, provided they are eligible, pursuant to the terms, conditions, and limitations of the plan, may elect to participate in the District's health/life insurance plan as that plan may exist and be selected from time to time by the Board. Except as provided for herein, eligible employees who elect to participate in the District's health/life insurance plan shall pay the cost of their participation. For these contract years, the Board shall contribute toward the cost of employee participation in the health/life plan to the extent and in the manner stated below:
- The Board will contribute up to the total sum of \$3,557.00 toward the cost of insurance/plan premiums for each regularly employed full-time employee who is scheduled to work eight (8) hours per day on a 12-month basis for 2080 hours and who is eligible for and elects to participate in the District's health insurance plan.
 - The Board will contribute up to the total sum of $(8 \text{ hours} \times 187 \text{ days} \times \text{lowest salaried non-certified hourly rate} \times 9.5\% = \text{the total paid by employee towards the Bronze Insurance Plan})$ (2015-16 Example: $8 \times 187 \times \$10.50 = \$15,708 \times 9.5\% = \$1492.26$ [employee cost] Bronze cost = $\$4769.88 - \$1492.26 = \$3277.62$ [District cost]) (staff may elect to take the Gold plan, but the District Cost does not change) toward the cost of health insurance premiums for each regularly employed full-time employee scheduled to work during the 9-month school term.
 - The Board shall provide group term life insurance in the amount of \$50,000 to each full-time employee.
- 10.4 **Retirement Compensation & Lay-Offs.** Any teacher aide, cook, or custodian who is retiring after fifteen (15) or more years of consecutive service in the District may choose to notify the District four years prior to their retirement date and receive 6% salary increases each of the four (4) years. Those employees may submit a letter of intent to retire prior to August 1 before the receiving of four (4) years of 6% salary increases. This benefit is based upon the principle that the employee is retiring and not simply leaving his/her job at the District to take up employment elsewhere. Any teacher aide, cook or custodian who is either retiring or being laid-off and not recalled shall be able to bank with IMRF their number of unused accumulated sick leave days, regardless of the number of years of service.

ARTICLE X USE OF FACILITY

- 11.1 **Use of School Facilities.** The Association shall have the right to request and, upon approval of the Superintendent, to use the school building for meetings. The Association shall pay all cost incurred by the Association for any use of the building, or any use of school equipment, or material. The Association may use school equipment or materials only upon the express prior approval of the Superintendent and only during non-work hours.

ARTICLE XI NO STRIKE

- 12.1 **No Strike.** During the term of this contract, or during any extension or renewal thereof the Association will neither cause, authorize, or support, nor will any of its members take part in a strike, concerted failure to report to duty, willful absence from duty or stoppage of work, picketing or abstinence from work in whole or in part. The Association further agrees not to participate in any "sympathy strikes."

ARTICLE XII GENERAL

- 13.1 **Amendments.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during the term by the parties' mutual agreement in writing.
- 13.2 **Duration.** This Agreement is effective as of July 1, 2016, and shall remain in full force and effect until June 30, 2019, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, on or before April 1st, of the year in which this Agreement is to expire, that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date no later than May 15th of the year in which this Agreement is to expire.

**ARTICLE XIII
SALARY SCHEDULE**

Step	2016-17	2017-18	2018-19
COOKS			
1	10.67	10.85	11.10
2 to 3	12.94	13.16	13.46
4 to 5	15.28	15.54	15.89
6 to 10	15.64	15.90	16.26
11 to 15	16.01	16.28	16.65
16 to 20	16.77	17.06	17.45
21 +	17.07	17.36	17.75
AIDES			
1	12.94	13.16	13.46
2 to 3	14.50	14.74	15.08
4 to 5	15.28	15.54	15.89
6 to 10	18.52	18.83	19.26
11 to 15	18.67	18.99	19.42
16 to 20	19.08	19.40	19.85
21 +	19.35	19.68	20.13
CUSTODIANS			
1	13.73	13.96	14.28
2 to 3	16.40	16.68	17.06
4 to 5	16.77	17.06	17.45
6 +	19.82	20.16	20.62

Summer Custodial

13.24

Cook Stipends

Lunch Director receives an additional \$1.50 per hour.
Assistant Lunch Director receives an additional \$0.75 per hour.

Salary Schedule Movement

~ Vertical movement on the salary schedule shall occur on July 1 of the appropriate year for 12-month employees (Start of the school year for all other); however, an employee first employed on or after February 1 shall not advance to the next year (year 2) until July 1 of the following year (e.g., an employee hired February 1, 2013 would not advance to year 2 until July 1, 2014)

This Agreement is signed and adopted this 18th day of May, 2016

ASSOCIATION:

BOARD OF EDUCATION:

