AGREEMENT

BETWEEN

BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS

AND

THE SUPPORT STAFF COUNCIL OF DISTRICT 64,

IFT LOCAL 1274, AFT, AFL/CIO

2017 -2018

2018 -2019

2019 -2020

PROFESSIONAL NEGOTIATIONS AGREEMENT BETWEEN BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS AND THE SUPPORT STAFF COUNCIL OF DISTRICT 64, IFT LOCAL 1274, AFT, AFL-CIO

TABLE OF CONTENTS

PREAMBLE 3
ARTICLE I: DEFINITION OF TERMS 4
ARTICLE II: RECOGNITION 5
ARTICLE III: BOARD RIGHTS 6
ARTILCE IV: EMPLOYEE AND UNION RIGHTS 7
ARTICLE V: PROBATIONARY PERIOD AND DISCIPLINE 10
ARTICLE VI: WORKING CONDITIONS 11
ARTICLE VII: VACANCIES AND TRANSFERS 12
ARTICLE VIII: SENIORITY, LAYOFF, AND RECALL 13
ARTICLE IX: GRIEVANCE PROCEDURES 15
ARTICLE X: EMPLOYEE PERSONNEL FILES 18
ARTICLE XI: SALARIES AND BENEFITS 19
ARTICLE XII: LEAVES OF ABSENCE 25
ARTICLE XIII: VACATIONS AND HOLIDAYS 28
ARTICLE XIV: PERFORMANCE EVALUATIONS 30
ARTICLE XV: JOB DESCRIPTIONS 31
ARTICLE XVI: PRIORITY OF DOCUMENTS 32
ARTICLE XVII: NEGOTIATION PROCEDURES 33
ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER OF BARGAINING 34
ARTICLE XIX: NO STRIKE AND NO LOCKOUT 35
ARTICLE XX: APPLICABLE STATE LAW 36
ARTICLE XXI: SAVINGS CLAUSE 37
ARTICLE XXII: DURATION OF CONTRACT 38
ARTICLE XXIII: REOPENING OF NEGOTIATIONS 39
ARTICLE XXIV: APPROVAL 40

PREAMBLE

WHEREAS, the Board of Education and the Support Staff Council of District 64 agree that this Agreement must be predicated upon the educational welfare of the students of the District; and

WHEREAS, the Board and Support Staff Council have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the support staff insofar as such practices and procedures are not inconsistent with the statutory obligations of the Board to retain the right effectively to operate the District's schools and are consonant with the paramount interest of the public and the students of the District;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

DEFINITION OF TERMS

The term "Union" or "Council" when used hereafter shall mean the Support Staff Council of District 64, IFT Local 1274, AFT, AFL-CIO.

The term "Board" or "District" when used hereafter shall mean the Board of Education of District 64 or its administrators.

The term "employee" or "member" when used herein shall refer to all secretarial, clerical, custodial, or maintenance employees included in the bargaining unit represented by the Union as defined in Article II.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours and terms of conditions of employment for all full and part-time secretarial, clerical, custodial and maintenance employees of District 64 including head custodians, night custodians, swing shift custodians, permanent substitute custodians, maintenance staff, plumbers, painters, drivers, electricians, carpenter grounds staff, secretaries-school, head secretaries, secretaries/office associates, secretary-channels of challenge, administrative secretary-technology, secretary-science center/office associate, secretary-student learning, accounting assistants, payroll assistants, payroll specialists, administrative secretary-facilities, administrative secretary-student services, secretaries-human resources, administrative secretary-student learning, secretary/receptionist, and secretary-special education/pupil services, excluding all other employees of the employer, including, but not limited to anyone who does not meet the definition of an educational employee as defined under the IELRA and managerial, supervisory, confidential, and short term employees, as well as teachers, teachers' assistants, teachers' aides and health assistants, administrative assistant to the superintendent, benefits specialist, confidential secretary-human resources, administrative secretary-human resources, administrative secretary-business, occupational therapists, physical therapists, building technologists, lunch room supervisors, data manager-student learning and nurses.

ARTICLE III

BOARD RIGHTS

The Board, on behalf of the electors of the District, and consistent with applicable law, retains and reserves the ultimate right and responsibility for the proper management of the District in all of its various aspects, including, but not limited to, the responsibility for and the right to make and implement decisions with respect to the following:

(1) To maintain management, organization, and administrative control of the District, its functions, its properties and facilities, its overall budget, and the professional activities of its employees;

(2) To determine the organizational structure of and selection of new employees; to direct, supervise, evaluate, promote, assign, and transfer employees; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and to determine employee qualifications and the conditions for their continued employment, discipline, dismissal, or demotion.

(3) To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; and to determine the standards of educational services and the methods and means of providing those services, including scheduling of classes and establishing, modifying, or eliminating courses of instruction, specific programs, athletic, recreational and social events, as deemed necessary or advisable by the Board; and

(4) To establish rules and regulations and to revise, modify, or delete rules and regulations from time to time. The exercise of the foregoing rights and responsibilities shall be limited only by the Board's legal duties and obligations as an "educational employer" subject to the *Illinois Educational Labor Relations Act*, other applicable laws, and the specific and express terms of this Agreement and then to the extent such specific and express terms are not in violation of the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Illinois *School Code* or any other national, state, county, district, or local laws or regulations as they pertain to education.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any monetary obligation or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

ARTICLE IV

EMPLOYEE AND UNION RIGHTS

A. Non-Discrimination and Duty of Fair Representation: The Union shall fulfill its duty of fair representation to all employees covered by this Agreement. The Union shall indemnify and hold the Board harmless from any and all liability that might arise if the Union fails to fulfill its duty of fair representation. The Board shall not discriminate against any employee covered by this Agreement with respect to hours, wages, terms or conditions of employment by reason of an employee's membership or non-membership in the Union or participation or non-participation in negotiations between the parties.

B. Pertinent Information to Negotiations: The Board shall furnish to the Union upon written request the most recent (1) annual financial report as reported on ISBE Form #50-35; (2) final annual budget as reported on ISBE Form #50-36; (3) tentative approved budget; (4) local audit and adopted budget; (5) information concerning each employee's position on the current salary schedule; (6) pupil enrollment data; (7) insurance and annuity program information; and/or (8) agency tax rate report. The Union shall be provided with access to public information and records and have the right to make copies of public information and records of which no extra copies are available. Nothing herein shall require the Board to compile any information or data which has not already been compiled. Publication of information requested by the Association on the District's website shall be deemed to satisfy the Board's obligations under this provision.

C. Employee Protection: Any case of assault upon an employee shall be promptly reported to the Board or its designee. The Board agrees to protect and indemnify employees employed by the District and covered by this Agreement from suit to the extent provided by Section 10-20.20 of the School Code of Illinois.

D. Board Agenda: The Union may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures concerning same.

E. Board Meetings: The Board shall notify electronically the Union of all regular meetings, special meetings, and committee meetings. The Board shall advise the Union of any cancellations or postponements of those meetings. The Union shall provide the Board with the name of the individual to whom such notification is to be given. Publication of Board meeting information on the District's website shall be deemed to satisfy the Board's obligations under this provision.

F. Board Minutes: The Union President shall be provided electronically with one (1) copy of the minutes of the Board after said minutes have been officially approved by the Board. Publication of Board meeting information on the District's website shall be deemed to satisfy the Board's obligations under this provision.

G. Use of District Facilities and Equipment: Subject to scheduling and availability and with prior notification of the building principal or the Superintendent, the Union may meet within District facilities outside of secretarial/clerical work hours. The Union's use of District facilities must be without disruption to the school's operation. The Union may also have reasonable use of District equipment on District property (e.g., photocopy machines, projectors, screens, etc.). Such uses of District facilities and

equipment shall not interfere with the conduct of school business nor in any case take precedence over school needs, and any materials used, substitute cost, overtime pay or other costs incurred shall be reimbursed by the Union. If a member needs to attend the meeting during his/her workday, the employee must provide his/her supervisor at least 3 work days prior notice and the supervisor may direct the employee to make up any missed time that same day. Time at such meetings shall not be paid.

H. Interschool Mail Services: The Union President, members of the Union Executive Board, and the Union Negotiation Team members shall be permitted reasonable use of the interschool mail, e-mail, wireless networks, District computers, and voice mail systems for the conduct of legitimate Union business in accordance with the District's policy and guidelines on acceptable use of school computers and technology equipment. The Union's business communications cannot interfere with the normal operation of the schools and cannot occur during employee work hours, except for duty-free lunch. Employees, however, may read Union business communications, and Union officers may communicate with District administration during work hours. Union officers may also conduct Union business/communication with members during work hours when such business/communication is in response to administrative action.

I. Bulletin Boards: The Union shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Union notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan or political nature.

J. New Employees: The District shall provide the names and addresses of new employees covered by this Agreement after approval of their employment by the Board. All newly hired employees shall be given a copy of their job description.

K. Copies of Agreement: The District will provide the Union with copies of this initial Agreement so that the Union can distribute such copies to the employees covered by this Agreement. The District shall provide a copy of this Agreement to employees hired after the effective date of this Agreement. The cost of printing and assembly shall be divided equally by the parties. Distribution of printed copies of this Agreement shall only be applicable for the initial CBA; thereafter, the Agreement shall only be posted on the District website and any hard copies of the Agreement provided to members shall be solely at Union cost.

L. Policy Handbooks: The District will post the *Board of Education Policy Handbook* on the District website. Changes of policies or procedures shall be furnished to the Union President within ten (10) days of the publication.

M. Fair Share: During the term of this Agreement, all employees covered by this Agreement who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for the services rendered by the Union in negotiating and administering this Agreement as the exclusive representative of the employees covered by this Agreement, provided that such fair share fee shall not exceed the Union dues (including IFT and AFT dues) uniformly required of members of the Union. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Union. The Union shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specified the amount of the fair share fee as defined

above. The fair share fee collected from non-members shall not be used for contributions related to the election or support of any candidate for political office or for a member-only benefit. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee as defined above to a non-religious charitable organization mutually agreed upon by the employee and the Council/Local/IFT/AFT. If the affected non-member and the Council/Local/IFT/AFT are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization. The Council/Local/IFT/AFT 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 (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the provisions of this Agreement covering fair share or the deduction of Union dues, or in reliance on any list, notice, certification, affidavit, or assignments furnished under any of such provisions.

N. Labor-Management Meetings: In an effort to keep open lines of communication and maintain a productive problem-solving culture, there shall be quarterly meetings between the Superintendent or designee and the Union President(s) or designee to discuss those issues and concerns relative to the bargaining unit and the application of the terms of this Agreement. To the extent that such meetings are not held during the Union President's workday, such meeting time will be unpaid.

ARTICLE V

PROBATIONARY PERIOD AND DISCIPLINE

A. Probationary Period: Employees whose first work day with the District was on or after July 1, 2017, shall have a one full work year probationary period. An Employee who voluntarily transfers to a position in a new "Group" as that term is used in Article VIII (Seniority, Layoff, and Recall) shall have a ninety (90) work day probationary period in the new position. The Board shall be the sole judge as to whether any probationary employee shall be retained or continued in employment. During an employee's probationary period the Board shall have the sole right to lay off or discharge an employee and the Board's exercise of such right shall not be subject to the grievance and arbitration procedure.

B. Complaints: When a complaint regarding an employee which may result in discipline is made to an administrator, the administrator shall make the employee aware of the complaint and give the employee a chance to respond before imposing any discipline. The Superintendent may suspend an employee with pay while investigating a complaint, and at the conclusion of the investigation, suspend an employee without pay pending a Board action on a recommendation to terminate the employee.

C. Disciplinary Meetings: Employees shall be afforded due process when subject to disciplinary investigations. Each employee shall have the right to be accompanied by a Union representative at any meeting where the employee reasonably believes that discipline may occur. An employee must be given prior notice in writing of any meeting that can result in discipline when practicable.

ARTICLE VI

WORKING CONDITIONS

A. Work Day: The normal work day for employees shall not exceed eight (8) hours per day exclusive of the employees' duty free unpaid lunch period although the District retains the right to set the work day for certain positions at less than eight (8) hours. Each employee who works at least six (6) hours per day shall be entitled to a duty-free unpaid lunch period of at least thirty (30) minutes per day and at least one (1) paid break of at least fifteen (15) minutes to be assigned by the member's supervisor. A break period may be attached to the thirty (30) minute duty-free lunch with prior approval of the employees' supervisor. If an employee works hours beyond their normal work day, they must still also work their full normal work day hours unless otherwise approved by the employee's direct supervisor (i.e. no flex time unless approved).

Subject to the limitations in the paragraph immediately above, the District has the management right to establish the start and end times of employees' work day with the input of the Union, but the final decision will be made by the District.

B. Summer Fridays for 12-Month Secretaries: The Superintendent has the sole discretion and unfettered right on an annual basis to offer an optional alternative work schedule to 12-month secretaries which will allow such secretaries to work a half (1/2) work day on a specified number of Fridays during the summer recess period. If the Superintendent chooses to offer the optional alternative work schedule during the summer recess, she/he also has the sole discretion and unfettered right to set any conditions applicable to such alternative work schedule and those conditions may be changed on an annual basis and the union agrees that the District has no obligation to bargain such changes. The Superintendent has the sole discretion and unfettered right to decide not to offer the aforementioned optional alternative work schedule. The Superintendent or designee shall annually notify the 12-month secretaries of any optional alternative work schedule and applicable conditions by no later than the last day of student attendance. This paragraph is not subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE VII

VACANCIES AND TRANSFERS

A. Posting of Vacancies: The administration shall post on the District website notices of all vacancies for positions covered by this Agreement and shall email such notices to employees prior to filling any such vacancies. All interested employees shall have a reasonable opportunity to apply and be considered for such vacancy.

Ten (10) days after the expiration of the posting, the Assistant Superintendent for Human Resources will notify the applicants of the disposition of the application. If posted vacancies lack specific information relating to the vacancy, such information will be available by contacting the Assistant Superintendent for Human Resources or the Director of Special Education/Pupil Services. Nothing herein shall be construed to require the Board to fill any position. Vacancies shall be posted only after honorably dismissed employees have been given the opportunity to exercise their recall rights.

B. Vacancy Defined: A vacancy shall be defined as a position within the bargaining unit that is unfilled as a result of a resignation, termination or transfer or a new position is created. A vacancy is not a position that is unfilled due to another employee being on leave.

C. Summer Work: Positions for temporary summer jobs shall be posted per Article VII.A above. Regularly employed support staff personnel shall be given first consideration before outside applicants are considered provided they have the requisite skills to complete the work.

D. Transfers: It is the sole and exclusive responsibility of the administration to assign or transfer employees. Before making assignments of employee for the following school year, the administration will consider written transfer requests submitted to the Assistant Superintendent for Human Resources prior to the end of the school year. The employee shall receive written acknowledgement, in a timely manner, that a request for transfer was received.

In addition, employees who are transferred during the current school year or at the end of the school year shall be given a chance to meet with the Assistant Superintendent for Human Resources to discuss the transfer. At the Employee's request, a Union representative will also be permitted to attend the meeting with the Employee and the Assistant Superintendent for Human Resources. Employees will be informed about transfers directly involving them as soon as reasonably possible under the circumstances.

ARTICLE VIII

SENIORITY, LAYOFF, AND RECALL

A. 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 the first day worked in that category. 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 and if a tie still exists, the deciding factor will be determined by lottery.

Employees who have not successfully completed their probationary period shall not have seniority for the purposes of this Article. Employees who successfully complete their probationary period shall have seniority starting with their date of hire in the District as defined above.

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. Employees shall be afforded at least five (5) work days to submit corrections to the seniority list to the Superintendent or designee; 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 or designee 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:

GROUP A

1. 12-Month District Secretaries
2. 12-Month Building Secretaries
3. 10-Month Building Secretaries
4. Building Clerical Assistants

GROUP B

5. Head Custodians
6. Custodians (includes night, bridge and permanent subs)
7. Maintenance
8. Delivery/Truck Drivers

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, the employee shall maintain the number of years of his/her seniority when moving to a new position/category as long as the position remains within the same Group as identified above. If the move is to a new group, the Employee must begin to accrue seniority anew in that position/category (i.e., the employee does not carry over the years of seniority from the prior position).

B. Layoffs: If the Board determines to remove an employee or reduce the hours of an employee for reasons of reduction in force, employees shall be laid off in the reverse order of their seniority within their respective categories of position as defined in Section A immediately above.

The employee with the least seniority in the affected category shall be dismissed or have his/her hours reduced first. If the reduced or dismissed employee has previously accrued seniority in any of the other categories, said employee shall have the right to be transferred to a position in such other categories if such position is held by a less senior employee. Notification of layoff shall be by regular mail and also by either certified mail (return receipt/restricted signature requested) or personal delivery with receipt at least thirty (30) calendar days prior to the dismissal of the employee or the reduction in hours. If a reduction in hours is due to an unforeseen reduction in the number of students, then the written notice must be mailed and given to the employee at least five (5) days before the hours are reduced.

C. Recalls: If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term in one of the categories listed in Section A above, the positions thereby becoming available shall be tendered to the non-probationary employees who were reduced from that category of position in order of seniority.

If there are any remaining vacancies in a given category which the Board is seeking to fill and there are no employees from that category with recall rights, non-probationary employees from other categories who were laid off and who have recall rights shall be tendered the vacancies in order of seniority, provided they are qualified by skills, training, ability, and experience to hold the position.

In all cases where a non-probationary employee has the right to be tendered a position as set forth above, a notice of recall shall be sent to the employee by certified mail (return receipt/restricted signature requested) or by personal delivery with a signature receipt to the last address submitted to the Superintendent or his/her designee by the employee. Failure of the employee to affirmatively respond to such notice within ten (10) calendar days of its receipt or within fifteen (15) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article; provided, however, if the notice of recall is sent within sixty (60) calendar days prior to the start of the school calendar, failure of the employee to affirmatively respond to such notice within five (5) weekdays of its receipt shall terminate the responsibility of the Board under this Article.

All notices of recall shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. It shall be the responsibility of each employee who is laid off to advise the Superintendent or designee in writing of his/her latest address.

The Board agrees to notify the Union President or his/her designee whenever a notice of recall is sent to an employee.

ARTICLE IX

GRIEVANCE PROCEDURES

A. Definition: A grievance shall mean that there has been an alleged violation, misinterpretation, misapplication of any specific terms of any provision in this Agreement.

B. Adjustment: The parties hereto acknowledge that the best procedure for the solution of a problem is through free and informal communication between those involved. Open discussion, reasonable restraint, and a lively interest in the greater good of the education situation should characterize all efforts toward redress. Should these informal procedures fail to bring satisfaction, the grievant may initiate the following course of action.

Step I

The grievance shall be submitted in writing within twenty-five (25) days of the alleged grievance or within twenty-five (25) days after the grievant, through the use of reasonable diligence, should have become aware of the event giving rise to the alleged grievance. The alleged grievance shall set forth all known basic relevant facts on which it is based and the provisions of this Agreement allegedly violated and the remedy sought. This grievance shall be presented to the supervisor immediately involved, with a copy provided to the Union President. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The Union's representative may be present if requested by the grievant. The supervisor shall provide a written answer regarding the grievance to the grievant and the Union President within ten (10) days after the meeting. This answer shall include the reasons for the decision.

Step II

If the grievance is not resolved at Step I and the grievant wishes to appeal, the grievant shall refer the grievance in writing to the Superintendent or his/her official designee within ten (10) days after receipt of the Step I answer. The Superintendent or his official designee shall arrange a meeting with the grievant and such representatives as the grievant and/or the Superintendent or his/her official designee deem necessary to consider facts pertinent to the grievance. Such meeting shall take place within ten (10) days of the receipt of the appeal. Upon conclusion of the hearing, the Superintendent or his/her official designee shall have ten (10) days in which to provide the written decision with reasons to the grievant and the Union.

Step III

If the grievance is not resolved at Step II, the Union shall refer the grievance to binding arbitration within twenty (20) days after receipt of the answer in Step II by filing a demand for arbitration with the American Arbitration Association. The American Arbitration Association Rules for Voluntary Labor Arbitration shall apply.

The arbitrator shall have no right to amend, notify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the Board and the Union and shall have no authority to make an award on any other issue not so submitted to him/her. The arbitrator shall be without power to make

decisions in violation of applicable Federal, State and local laws, and rules and regulations having the force and effect of law which are issued by agencies having regulatory authority over the Board. The arbitrator's award shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement. Consistent with these provisions, the arbitrator shall have the authority to make an award concerning the remedy, if any, that he/she considers to be appropriate.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

C. General Guidelines:

1. If the Board challenges the arbitrability of a grievance on the grounds that the grievance was not submitted within the required time limits set forth in Step I, this issue may be processed as part of the grievance in accordance with the Grievance Procedure set forth in this Article. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered to be acceptance of the decision rendered at that step. Failure at any step of this procedure to answer a grievance within the specific time limits shall permit the grievant (and the Union with respect to appeals to Step III) to proceed to the next step.

2. All time limits consist of school days. If a grievance is submitted less than ten (10) days before the close of the current school term, the time limits shall consist of all weekdays in order that the grievance may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee employment days.

3. If the grievant, the immediately involved supervisor, the Union, and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

4. Class grievances involving two or more employees which involve the same facts may be initially filed by the Union at Step II.

5. The Board acknowledges the right of the Union to participate in the processing of grievances in accordance with the provisions of the Illinois Educational Labor Relations Act (IELRA). No employee shall be required to discuss any grievance if the Union's representative is not present.

6. The Board and the Administration shall cooperate with the Union, and vice versa, in investigation of any grievance, and further, they shall furnish each other with such information requested for the processing of any grievance, but this does not involve the preparation of any material or information not already available to the Board, Administration or Union.

7. No reprisals of any kind shall be taken by the Board or the Administration against an employee because of his/her participation in this grievance procedure. Furthermore, the Union shall not participate in any reprisals against administrators or supervisors for any testimony or decisions given because of participation in this grievance procedure.

8. Should the Board or the Superintendent require that an employee or a Union representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits for the investigation or processing of any grievance. The parties agree to schedule arbitration hearings insofar as practicable at times when employees can be present to testify as witnesses without

interfering with their assigned duties; provided that if an employee is required to testify during his/her regular assignment, said employee shall be released without loss of pay or benefits for the purpose of testifying. In addition, up to two (2) Union representatives shall be released to attend arbitration and/or IELRB hearings without loss of pay or benefits.

9. Grievances, responses to grievances, appeals, and other records dealing with the processing of a grievance shall not be placed in personnel files.

10. A grievance may be withdrawn by the grievant at any level without establishing a precedent.

11. Nothing contained herein shall be construed as limiting the right of any employee to file a grievance in accordance with the procedures set forth in Step I and Step 2 herein without the support or intervention of the Union, provided the Union has been notified and the adjustment is not inconsistent with the terms of this Agreement.

12. Upon written mutual consent, time limits may be extended.

13. If any employee files any claim or complaint in any court of law or other appropriate governmental agency other than the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure set forth herein.

14. By the mutual agreement of both parties, a grievance that has been appealed to arbitration in timely fashion may be handled in accordance with the expedited labor arbitration rules of the American Arbitration Association and/or in accordance with such expedited procedures as the parties may mutually agree to.

ARTICLE X

EMPLOYEE PERSONNEL FILES

Each employee shall have the right, upon request, to review the content of any file pertaining to him/her. At the employee's request, a representative of the Union may accompany the employee in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. No employee shall remove any material from his/her personnel file but shall have the right to make a copy of it. Such review shall not be applicable to the following confidential materials: recommendations by colleges or universities, or evaluations by previous employers. Employees' files shall contain the minimum items of information as follows:

- Required medical information
- All employee evaluation reports
- Copies of all notifications of reemployment
- Copies of all notifications of supplemental duties
- Any other documents which could be used as a basis for discipline, reemployment, demotion, promotion, reassignment, or salary

An employee shall be advised within five (5) school days of placement in his/her file of any document relative to observation, corrective interview, or reemployment. The employee shall have the opportunity of filing a written response to this material in the file within thirty (30) calendar days.

ARTICLE XI

SALARIES AND BENEFITS

A. Starting Base Wage Rates: The following starting pay rates shall be in effect for the duration of this Agreement.

1.	Custodians:	$17.03/hour	
2.	Maintenance:	$25.00/hour	
3.	Secretaries:	L3	$17.06/hour
		L4	$18.65/hour
		L5	$21.12/hour

The District may apply an experience factor of one percent (1%) additional for each year of relevant experience up to ten (10) years.

B. Annual Base Wage Increases: Annual salary increases are based on a combination of a CPI-U based formula and merit.

CPI-U Formula: Bargaining unit members shall receive an increase from their previous year's base salary equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the "tax cap," subject to an annual floor of 1.5% and a ceiling of 3.25%. 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 calendar years prior to the year in which taxes are actually extended (collected) (which is December 2016 for 2018-2019 and December 2017 for 2019-2020). Notwithstanding the percentage increase in the annual CPI-U, however, the base hourly rate increase will not be below the aforementioned floor of 1.5% and will not exceed the aforementioned ceiling of 3.25%.

- Probationary employees hired after March 1, 2018, shall not be eligible for a base increase on July 1st if they were hired on or after January 1st of the prior work year. (Example: Employee hired February 1, 2018, shall not receive any base increase on July 1, 2018).

Merit Pay: Bargaining unit members shall also receive an additional one percent (1%) increase for receiving an "Excellent" performance evaluation final rating on his/her prior year's performance evaluation with the District.

- Probationary employees hired on or after March 1, 2018, are not eligible for a merit raise until the July 1st after they have completed their full probationary period. (Example: 12-month employee hired January 1, 2020, will not be eligible for merit pay until July 1, 2021.)

1. 2017-2018: Based on the above CPI-U Formula and Merit Pay, the salary increase for bargaining unit members who were employed with the District prior to July 1, 2017 shall be 1.5% over the prior year's base salary with an additional 1% (for a total of 2.5%) for those bargaining unit members who received an "Excellent" final rating of their 2016-2017 performance evaluation. Because this Agreement was ratified after July 1, 2017, bargaining unit members shall receive their salary increases retroactive to July 1, 2017, for any hours worked. In addition, for the 2017-2018 year only, each bargaining unit member shall also receive a one-time, non-cumulative, three hundred dollar ($300) stipend to be paid at the same time that the member receives his/her retroactive salary increase payment.

2. 2018-2019: Based on the above CPI-U Formula and Merit Pay, the salary increase for bargaining unit members who were employed with the District prior to July 1, 2018 shall be 2.1% over the prior year's base salary with an additional 1% (for a total of 3.1%) for those bargaining unit members who received an "Excellent" final rating of their 2017-2018 performance evaluation with the District.

3. 2019-2020: Based on the above CPI-U Formula and Merit Pay, the salary increase for bargaining unit members who were employed with the District prior to July 1, 2019 shall be 2.1% over the prior year's base salary with an additional 1% (for a total of 3.1%) for those bargaining unit members who received an "Excellent" final rating of their 2018-2019 performance evaluation with the District.

C. Heath Insurance: Employees who work at least thirty-five (35) hours per week as part of their normal work schedule and who participate in the District's health plan shall receive the same health insurance benefits and shall pay the same contribution toward the health insurance premium as a full-time PRTAA member. Bargaining unit members who work less than thirty-five (35) hours per week, but who work at least twenty (20) hours per week as part of their normal work schedule and who participate in the District's health plan shall pay the applicable higher pro-rata amount toward the health insurance premium. Employees who work less than twenty (20) hours per week are not eligible for the District's health insurance plan.

D. Dental Insurance: The Board shall pay the full premium for individual coverage dental insurance for bargaining unit members who work at least thirty-five (35) hours per week as part of their normal work schedule and who participate in the District's dental plan. Bargaining unit members may purchase dependent coverage under said plan at a cost not to exceed the difference between the premium of the single coverage and the premium of the chosen dependent coverage. Bargaining unit members who work less than thirty-five (35) hours per week, but who work at least twenty (20) hours per week as part of their normal work schedule and who participate in the District's dental plan shall pay the pro-rata amount toward the dental insurance premium. Employees who work less than twenty (20) hours per week are not eligible for the District's dental insurance plan.

E. The District Insurance Committee: The District Insurance Committee ("Committee") will be continued during the term of this Agreement for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance and to make recommendations concerning same. The Committee will continue to be comprised of, but not limited to, representatives from the PREA, PRTAA and from this bargaining unit. The chair of the Committee shall be a District administrator designated by the Superintendent who shall be responsible for scheduling meetings and preparing

written information for each meeting. The Committee will meet as necessary but at least two (2) times per year. The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to committee members; however, the chair will protect the confidentiality of individual plan participants as required by applicable law. The Committee may meet with consultants as needed.

F. Section 125 Plan: The Board shall offer to all bargaining unit members the opportunity to participate in a flexible spending arrangement (FSA) for health care premiums, dependent care assistance, and medical care reimbursement as specified in Section 125 of the Internal Revenue Code. The District will administer the plan and assume all costs incurred in its administration.

G. Term Life Insurance: Employees hired after March 1, 2018, and who work at least thirty-five (35) hours per week as part of their normal work schedule shall be entitled to fifty thousand dollars ($50,000) term life insurance with the full premium paid by the Board. Employees hired on or before March 1, 2018, and who work at least twenty (20) hours per week as part of their normal work schedule shall be entitled to fifty thousand dollars ($50,000) term life insurance with the full premium paid by the Board.

H. Voluntary Long Term Disability Insurance: The Board will offer a voluntary long-term disability insurance plan which bargaining unit members may elect to participate in at their own expense. The plan will be selected with the advice of the District Insurance Committee and will be designed to coordinate with the disability coverage provided by IMRF and workers' compensation.

I. Payroll Deductions: Payroll deductions shall be by written consent for the following items over a ten (10) or twelve (12) month period according to the bargaining unit member's wage agreement:

a. Tax-sheltered annuities;
b. Credit Union – a loan amount or share amount may be deducted upon filing payroll deduction form. A Credit Union payroll deduction may be canceled by notifying the Business office. These deductions are not to fluctuate monthly;
c. Park Ridge Community Fund – limited to six (6) months;
d. Hospital, dental, and protection insurance premiums;
e. Membership in the Support Staff Council of District 64, the North Suburban Teachers Union IFT/AFT Local 1274, and its state and national affiliates;
f. Section 125 Plan deductions.

J. IMRF: The Board shall pay its required employer contribution on behalf of a bargaining unit member who is eligible for participation in IMRF. This provision is for informational purposes only and shall not be subject to the grievance procedures.

K. Head Custodian Stipend: Head Custodians shall be paid an annual stipend for the additional duties and responsibilities associated with the position in the following amounts for the 2017-2018 work year:

Middle Schools	$11,432.00
Elementary Schools	$10,432.00
Jefferson School	$9,477.21

For the remaining years of the Agreement, the aforementioned stipends shall be increased by the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the "tax cap," subject to an annual ceiling of 2.0%. 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 calendar years prior to the year in which taxes are actually extended (collected)(which is December 2016 for 2018-2019 and December 2017 for 2019-2020). Notwithstanding the percentage increase in the annual CPI-U, however, the increase will not exceed the aforementioned ceiling of 2.0%.

In addition to the stipend, head custodians will be paid their hourly base rate for every hour worked and are eligible for overtime, but they are not eligible for the Call-In Pay pursuant to Paragraph M. Head custodians are eligible for the Snow Removal pay set forth in Paragraph N below.

L. Overtime Pay: Employees shall be paid time and one-half (1 ½) their regular straight-time hourly rate of pay for any hours actually worked in performing their duties and responsibilities which are in excess of forty (40) hours in a given week (work week is Monday through Sunday for OT purposes). Hours actually worked shall include paid holidays and emergency closure days. Overtime must be approved in advance by the employee's direct supervisor. Any assigned and approved hours worked beyond the employee's regularly scheduled hours of work per week up to and including forty (40) hours shall be paid at the employee's straight-time hourly rate of pay.

M. Call-In Pay: If an employee is called into work for an emergency on a Sunday, the pay rate will be two (2) times the employee's straight time hourly rate of pay. Such employees are guaranteed at least two (2) hours pay.

If an employee is called into work on a paid holiday, the employee will receive his/her straight time hourly rate of pay for the normal workday plus the employee's straight time hourly rate of pay for all hours actually worked on the paid holiday unless the employee is eligible for overtime in which case he/she will be paid the overtime pay rate for all hours actually worked on the paid holiday. Such employees are guaranteed at least two (2) hours pay.

When a Custodial/Maintenance employee is called into work between midnight and 6 a.m., such employee is guaranteed a minimum of two (2) hours pay at his/her regular rate of pay unless the "Snow Removal" or "Overtime" provision(s) apply.

If an employee is called into work for a prescheduled assignment on a Saturday or a Sunday, such employee shall be paid his/her straight time hourly rate of pay unless overtime applies.

Head custodians are not eligible for the benefits offered under this Paragraph M.

N. Snow Removal: If a custodial/maintenance employee is called in to work early for the purpose of snow/ice removal, the pay rate will be two (2) times the employee's straight time hourly rate of pay for the first two (2) hours worked. The remaining six (6) hours of the employee's shift will be paid at the employee's straight time hourly rate of pay unless overtime applies. If the employee is directed to work more than eight (8) hours, all hours over eight (8) shall be paid at time and one-half (1 ½) their regular straight-time hourly rate of pay.

O. Uniforms: Custodial/Maintenance employees shall receive an annual allowance of two hundred and seventy-five dollars ($275.00) for uniforms and/or appropriate work shoes. Such uniforms and shoes shall be selected from the catalog provided by the District.

P. Attendance Incentive: Any employee that uses two (2) or less sick and/or personal days during a work year shall be paid a non-cumulative stipend of two-hundred dollars ($200) no later than on their first paycheck in August.

Q. District Retirement Recognition Program:

1. Payment for Unused Sick Leave: Employees who resign for retirement purposes under IMRF on or before June 30, 2019, only and with at least ten (10) years of full-time service in the District shall be paid sixty-five dollars ($65.00) for each day of accumulated and unused sick leave which an employee has at the time of retirement under IMRF, up to a maximum of eighty (80) days. No such pay shall be made for any day of unused sick leave that is used for additional service credit under IMRF. Said payment shall be made as a post-retirement severance benefit and is not intended to be added to compensation in the employee's final year of service.

2. Service Recognition Bonus:

a. Employees who resign for retirement purposes under IMRF **on or before June 30, 2018** only and have ten (10) years of full-time service in District 64 shall receive a retirement benefit as a post-retirement lump sum payment of $325.00 for each year of service as an employee of District 64. Irrevocable notice of intent to retire must be submitted by April 1, 2018. Only those employees who remain employed at their current work load up to the date of retirement indicated in their irrevocable notice shall be eligible for the service recognition payment. Said payment shall be made as a post-retirement severance benefit and is not intended to be added to compensation in the employee's final year of service

b. Employees who resign for retirement purposes under IMRF **on or before June 30, 2019**, only and have ten (10) years of full-time service in District 64 shall receive a retirement benefit as a post-retirement lump sum payment in the amount of $250.00 for each year of service as an employee of District 64, not to exceed 20 years. Irrevocable notice of intent to retire must be submitted by March 1, 2019. Only those employees who remain employed at their current work load up to the date of retirement indicated in their irrevocable notice shall be eligible for the service recognition payment. Said payment shall be made as

a post-retirement severance benefit and is not intended to be added to compensation in the employee's final year of service.

ARTICLE XII

LEAVES OF ABSENCE

A. Time Off With Pay: All employees who work at least thirty (30) hours per week shall be awarded sick leave and/or personal business leave annually according to the following schedule. Employees who work less than thirty (30) hours per week, but at least meet the IMRF's "Six Hundred (600) Hour Standard" shall receive a prorated allocation of sick leave of not less than ten (10) days per year and a prorated allocation of personal business leave. Employees who work less than six hundred (600) hours per work year shall not be eligible for any sick or personal leave unless otherwise required by law.

Years of Experience in the District	Sick Leave Days	Personal Leave Days
1	10	3
2	10	3
3	12	3
4	12	3
5+	15	3

B. Sick Leave:

1. Use of Sick Leave Days: As authorized in the School Code, sick leave days may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. "Immediate family" shall mean the employee's parents, spouse, brothers, sisters, children, sons-in-law, daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

Sick leave days may be used for birth for all work days immediately following the delivery of the newborn that fall within the period of time that shall not exceed forty-two (42) calendar days immediately following the delivery of the newborn unless the employee submits medical substantiation of the need for additional sick leave time. Breaks and summer days count as part of the forty-two (42) calendar day time period. For purposes of adoption or placement for adoption, employees shall provide evidence that the formal adoption process is underway as a basis for use of sick leave days; such leave is limited to thirty (30) work days.

2. Maximum Accumulation: All unused days (sick leave or personal business) shall accumulate as sick leave days to a maximum of 275; provided, however, the maximum accumulation shall be determined at the end of the school year. Example: An employee with 275 accumulated sick leave days at the end of the school year shall be credited with an additional 15 sick leave days and 3 personal business days at the start of the next school year, with the understanding that the maximum number of accumulated sick leave days at the end of said school year shall not exceed 275, regardless of whether the employee uses any of said 15 sick leave days or said 3 personal business days.

C. Personal Leave: Personal business leave shall be used for only those absences for personal business which cannot be scheduled or handled on days or at times other than during working hours. Examples of

such leave shall include, but are not limited to, religious holidays, mandatory appearances for legal proceedings, graduations and weddings in the family, and attendance at funerals for persons not included within the definition of "immediate family," but shall not include such things as planned vacations and remunerative activities or any activity that can realistically be scheduled during non-school time.

Employees must submit a request to the direct supervisor to use a personal day at last three (3) work days' prior to use of a personal day unless an emergency prevents such notice and then the employee must provide the supervisor with the emergency reason as soon as practical. The Administration reserves the right to deny personal day requests based upon the needs of the District. In the event that the direct supervisor denies such request, the employee shall be provided with the reason for such denial. The decision to deny a request is not subject to the grievance and arbitration procedures set forth in this Agreement.

No more than two (2) personal days shall be taken consecutively, and personal days may not be used immediately prior to or following a holiday, vacation day, a three-day weekend, or an extended holiday period except in an extreme emergency, and then only with the Superintendent's approval. Additional emergency personal business days may be granted under extenuating circumstances at the discretion of the Superintendent.

Unused personal days may be rolled over the following year with a cap of six (6) personal days.

D. Religious Leave: When an employee's religion requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar, up to two (2) days with pay may be taken annually. Any such days taken shall be deducted from the employee's personal leave as determined by the employee. If the employee has no personal leave days, he/she may still take up two (2) days absence, but such days shall be unpaid and the employee shall not be subject to any disciplinary action.

E. Family and Medical Leave Act of 1993: The Board may adopt policies to implement the Family and Medical Leave Act of 1993 (FMLA) that are in accord with what is legally permissible under the Act. Examples of the purposes for which eligible employees can use FMLA leave include:

1. birth and/or care of a newborn child within the twelve (12) months after the birth of the child;

2. placement of a child for adoption or foster care within the twelve (12) months after the placement of the child;

3. care of an employee's spouse, child, or parent with a serious health condition;

4. treatment of an employee's own serious health condition; and

5. certain military-related purposes.

F. Other Leave Provisions: A leave of absence without pay of up to one (1) year may be granted to any employee, upon application and approval, in the sole discretion of the Board, for the purpose of study, travel, parental leave or personal business. No experience increase shall be granted on the salary

schedule for the period of such leave. Such leave may be extended for up to an additional one (1) year under the same terms and conditions.

G. Workers' Compensation: The Board shall pay the State of Illinois prescribed workers' compensation payment to an employee who is determined to be eligible to receive workers' compensation pursuant to 820 ILCS 305/1 et seq. Said employee may elect to receive any additional sick leave compensation paid by the Board and available to the employee (i.e., 1/3rd of an employee's accumulated sick day to bring the employee to full salary) or to receive only the workers' compensation benefits to which the employee is entitled (i.e., 2/3rd of salary).

ARTICLE XIII

VACATIONS AND HOLIDAYS

A. Vacation: The annual award, based on eligibility for twelve (12) month employees who work at least thirty (30) hours per week, is as follows:

After Completed Years of Experience in District	1	2	3	4	5	6	7	8	9	10	11	12+
Vacation Days	10	10	11	12	13	14	15	16	17	18	19	20

New employees who begin work on or after July 1st shall not be permitted to use vacation days until July 1st of the following year. Employees who begin work after July 1st will receive a prorated amount of vacation days on the following July 1st. Vacation earned in previous year must be used between July 1 and June 30 the following year, except no vacation times may be used the week before and the week school opens or the week school closes and the week after.

When ten (10) month employees move to a twelve (12) month position, that employee will have his/her total time with the District combined and calculated to determine how many full 12-month work years the employee has been employed by the District. (Example: 10-month employee who worked for D64 for 10 years prior to transferring to a 12-month position will have service time with the District calculated at 8.33 full 12-month work years.)

All vacation days must be approved by the employee's immediate supervisor. An employee must submit a vacation request to his/her supervisor at least one (1) week in advance of the use of the vacation time except for employees who work in custodial and maintenance positions who must submit a vacation request at least fourteen (14) calendar days prior to the use of vacation time. School District 64 administration reserves the right to deny vacation requests based upon the needs of the District.

B. Holidays:

1. Ten (10) Month Clerical Employees shall receive the following holidays: New Year's Day, Martin Luther King Day, President's Day, Casimir Pulaski Day (when observed), Good Friday, Memorial Day, Labor Day, Columbus Day, Wednesday prior to Thanksgiving (formerly Veterans' Day), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.

2. Twelve (12) Month Clerical Employees shall receive the following holidays: New Year's Day, Martin Luther King Day, President's Day, Casimir Pulaski Day (when observed), Good Friday, Memorial Day, 4th of July, Labor Day, Columbus Day, Wednesday prior to Thanksgiving (formerly Veterans' Day), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.

3. Twelve (12) Month Custodial and Maintenance Employees shall receive the following holidays: New Year's Day, Martin Luther King Day, President's Day, Casimir Pulaski Day (when observed), Good Friday, Memorial Day, 4th of July, Labor Day, Columbus Day, Wednesday prior to Thanksgiving (if the District waives Veteran's day), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day. Also, ½ day for Christmas Eve and New Years' Eve. Any year in which Casmir Pulaski day is waived, an additional ½ days will be granted on Christmas Eve and New Year's Eve.)

ARTICLE XIV

PERFORMANCE EVALUATIONS

Each employee shall be evaluated annually in accordance with established procedures. Each evaluation shall include a conference and the completion of the official evaluation forms, with one copy given to the employee and one copy being placed in the employee's personnel file.

The parties agree that to the extent permitted by law all present and future substantive aspects of employee evaluations in general and an employee's individual evaluation (including the evaluator's assessment, judgments and ratings) ARE NOT mandatory subjects of bargaining and are NOT grievable or arbitrable, but the District's development of the substantive aspects of employee evaluations shall be consistent with its obligations under the *School Code* and the IELRA. However, the parties further agree that all procedural aspects of employee evaluations ARE mandatory subjects of bargaining and that those procedural aspects included in this Agreement ARE both grievable and arbitrable.

ARTICLE XV

JOB DESCRIPTIONS

The Board shall provide the Union with a complete set of job descriptions for all of the positions covered by this Agreement.

ARTICLE XVI

PRIORITY OF DOCUMENTS

In the event of conflict between this document and other written policies of the Board, this Agreement, if applicable, takes priority over and controls the others.

ARTICLE XVII

NEGOTIATION PROCEDURES

The parties agree to negotiate in good faith pursuant to the Illinois Educational Labor Relations Act and the rules and regulations of the IELRB, with the understanding that the Illinois Education Labor Relations Board (IELRB) has exclusive jurisdiction to enforce this mutual obligation. The parties agree to begin negotiations by April 1 in which this Agreement terminates, unless otherwise agreed. Should the parties require the assistance of a mediator, either party may request assistance from the Federal Mediation and Conciliation Service. The submission of a request by one party shall obligate the other party to join in such request.

ARTICLE XVIII

ENTIRE AGREEMENT/WAIVER OF BARGAINING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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, the 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 during such collective bargaining process, or any item covered specifically in this Agreement. This provision shall not, however, prohibit the parties from mutually agreeing to alter, change, add to, delete or otherwise voluntarily modify this Agreement in accordance with the first paragraph of this Article XVIII.

ARTICLE XIX

NO STRIKE AND NO LOCKOUT

During the term of this Agreement neither the Union nor any employee covered by this Agreement shall instigate, promote or participate in any strike or other concerted stoppage of work. The Board shall not lock out any employees covered by this Agreement during the terms of this Agreement.

ARTICLE XX

APPLICABLE STATE LAW

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between the Union and the Board, and shall be changed only in writing signed by both parties.

ARTICLE XXI

SAVINGS CLAUSE

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

ARTICLE XXII

DURATION OF CONTRACT

The Agreement shall be in effect upon ratification and shall continue in full force and effect until June 30, 2020. After this initial Agreement, contract duration shall be on a fiscal year (July 1 – June 30) cycle.

ARTICLE XXIII

REOPENING OF NEGOTIATIONS

Notwithstanding any provision to the contrary in this Agreement, the parties agree to reopen negotiations of this Agreement, upon the written request of either party, provided such request is premised on the enactment of a state imposed property tax "freeze" or upon a successful voter initiated referendum pursuant to S.B. 1947. In the unlikely event that the parties are unable to reach an agreement, the parties each reserve their procedural and substantive rights under the *Illinois Educational Labor Relations Act* with respect to the remaining years of the Agreement.

ARTICLE XXIV

APPROVAL

For the Support Staff Council of District 64
IFT Local 1274, AFT, AFL/CIO

President

Secretary ~~Secretary~~ CO-PRESIDENT

2/26/18
Date Ratified

For the Board of Education of
District 64

President

Secretary

2/26/18
Date Ratified

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SUPPORT STAFF COUNCIL OF DISTRICT 64, IFT LOCAL 1274

AND

THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64

During the negotiations of the 2016-2020 Collective Bargaining Agreement between the Support Staff Council of District 64 ("SSC") and the Board of Education of Community Consolidated School District No. 64 ("Board" or "District"), the parties reached agreement on several issues that were not intended to be memorialized in the 2017-2020 Collective Bargaining Agreement ("CBA"), but rather are more appropriate for a separate memorandum of understanding due to the fact that the issues contained herein are specific to a small group of individual employees instead of to all bargaining unit members. These separate agreements are set forth below.

A. Head Secretary Stipends: The Parties agreed during negotiations of the initial CBA to eliminate the stipend positions of District and Building Head Secretaries. Accordingly, no such stipend will be paid moving forward. However, those SSC bargaining unit members who were receiving such stipend during the 2016-2017 school year shall have that stipend amount added to their base salary effective July 1, 2017. The SSC bargaining unit members whose salary will be adjusted to now include the following stipend amounts are:

Last Name	First Name	Stipend Amount
AIMERS	MARIBETH	$ 565.18
GRAFF	MARY	$ 567.89
JACHINO	PAMELA	$ 1,484.96
KLEPITSCH	RUTH	$ 890.36
PARIS-COLON	STEFANIE	$ 508.40
RICKERT	CAROL	$ 1,090.62
STUMMER	NANCY	$ 567.89
WAGENMAN	LAURA	$ 693.78
EGGLESTON	RENE	$ 1,286.04
PUKAL	AMY	$ 1,040.67

B. Maximum Accumulation of Unused Sick Leave: The Parties agreed during negotiations of the initial CBA to a maximum unused sick leave accumulation provision. However the parties also agreed to exempt two (2) full-time custodians, **John Borst and Jeffery Calloway**, from the maximum unused sick leave accumulation provision in consideration of their continued service to the District while maintaining an overall excellent attendance record. All other SSC bargaining unit members are subject to the maximum unused sick leave accumulation provision of the CBA.

C. Payment for Unused Sick Leave Day at Retirement: The Parties agreed during negotiations of the initial CBA to a payment for unused sick leave provision as part of the retirement recognition program. Said provision provides a maximum number of unused sick leave days for which an eligible SSC bargaining unit member may be paid at retirement. However the parties also agreed to exempt one (1) full-time custodian, **John Borst**, from the maximum number of unused sick leave days for which an eligible SSC bargaining unit member may be paid at retirement in consideration of his continued service to the District while maintaining an overall excellent attendance record. Rather, said custodian will be paid for all accumulated unused sick leaves days that are not submitted for IMRF for service credit. All other eligibility requirements and conditions regarding the payment for unused sick leave provision in the CBA shall be applicable to said custodian. All other SSC bargaining unit members are subject to all eligibility requirements and conditions set forth in the payment for unused sick leave provision of the retirement recognition Program.

D. Married Couple Insurance Stipend: The Parties acknowledged the existence of a past practice of the District offering District employees a credit towards reducing the employee contribution for health insurance if they were married to another District employee and both such employees were enrolled under the same District provided family health insurance plan. The credit was offered to the employee/spouse who was enrolled as a dependent under the other employee's family insurance plan. The parties desire to cease such practice moving forward. Accordingly, effective July 1, 2017, the Board will cease the past practice of offering the aforementioned credit to any SSC member except the credit will be continued to be provided to one SSC member, **Lynn Franz,** who was receiving such credit during the 2016-17 school year until such member either terminates employment with the District or voluntarily chooses to move onto an individual (single) health plan offered by the District.[1]

[1] Employee who receives the married couple insurance stipend is, however, subject to a prorated board paid premium for health insurance if she works less than 35 hours per week per Article XI.C of the CBA.

This Memorandum shall not be subject to the grievance and arbitration procedures set forth in the CBA.

The parties have approved and executed this Memorandum of Understanding on the dates indicated below.

SUPPORT STAFF COUNCIL OF DISTRICT 64, LOCAL 1274

By: _____

Date: 2/26/18

BOARD OF EDUCATION COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64

By: 2/26/18

Date: _____