

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF
LINDOP SCHOOL DISTRICT 92**

AND

**THE LINDOP SUPPORT STAFF
ASSOCIATION, IEA-NEA**

2011-2014

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ARTICLE I

1.1 Recognition

The Board of Education of School District No. 92, Cook County, Illinois, hereinafter referred to as the Board, recognizes the Lindop Support Staff Association, IEA-NEA, hereinafter referred to as the Association, as the sole negotiating agent for all employees described in Section 1.2. of this Article in accordance with the provisions of the Illinois Educational Labor Relations Act (IELRA).

1.2 Description of Included Employees

For the purposes of this Agreement, the Association shall consist of all full-time and part-time regular employees who are classified as secretaries, health aides, library assistants, teacher assistants, custodians, lunchroom hosts, parent coordinators and crossing guards/lunchroom assistants (not a permanently combined position).

1.3 Description of Excluded Employees

Specially excluded from the Association are employees classified as the Superintendent's Secretary, the Custodial Supervisor, the Food Service Director, the Business Coordinator, the Accounts Payable Secretary, all supervisors, managerial, confidential employees, substitutes and seasonal employees as defined under the Illinois Educational Labor Relations Act (IELRA).

1.4 Definitions: Classification of Employees

1. **Employee:** The term Employee when used hereinafter in the Agreement shall refer to all employees represented by the Association.
2. **Full-Time:** A full-time Employee shall mean all employees regularly scheduled to work thirty-five (35) hours per week or more.
3. **Part-Time:** A part-time Employee shall mean all employees regularly scheduled to work less than thirty-five (35) hours per week.
4. **Substitute:** A substitute Employee shall mean all employees who are employed to fill a full or part-time position on a per diem basis while the regular Association Member is absent or on an approved leave of absence.
5. **Seasonal:** A seasonal Employee shall mean all employees who are hired for specific seasonal work, i.e., during the summer, winter break or spring break of school.

6. Effect of Employing Substitute and/or Seasonal Employees: Substitute and seasonal employees shall not be considered full or part-time employees and shall have no rights under this Agreement.

ARTICLE II – MANAGEMENT RIGHTS

All management rights and functions, except those which are elsewhere expressly, clearly and unmistakably abridged by this Agreement, shall remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to:

1. The control of property and the composition, assignment, direction and determination of the size and type of the staff;
2. The right to determine the work to be done and the standards to be met by the employees covered by the Agreement;
3. The right to change or introduce new programs, methods, processes, means and facilities;
4. The right to hire, establish work schedules, determine hours of employment, assign, transfer or release (R.I.F.) District employees;
5. The right to determine the qualifications of employees and to suspend, discipline and discharge employees and otherwise maintain an orderly effective and efficient operation; no such management rights and functions shall be in violation of state or federal law.
6. Failing to exercise a right shall not be deemed to prevent the Board from exercising that right in the future. Subject to the other provisions of the Article, exercising a right in a particular manner shall not prevent the Board from exercising that right in a different manner in the future.

ARTICLE III – ASSOCIATION RIGHTS

1. Notice of Board Meetings/Copies of Board Minutes

The President of the Association shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda of each meeting, at least twenty-four (24) hours prior to the scheduled time of the meeting, or in an emergency meeting when notice is given to the Board. One (1) copy of all approved Board minutes of open sessions shall be placed in the mailbox of the President of the Association.

2. Access to Information

The Board agrees to furnish to the Association, when requested, information and reports which are prepared for public distribution, as well as the current budget, annual audit, annual financial report, and names, addresses, seniority and salary information of all members of the bargaining unit.

3. Communication Rights

The Association shall have use of employee mailboxes, voicemail and a bulletin board in The staff lounges for the purpose of internal communications. Additionally, the Association may use the Districts email system in accordance with the Board policy, as may be modified by the Board from time to time, acceptable use of the school computers and technology equipment.

4. Dues Deduction

The Board shall deduct from each Association members pay the current dues of the Association, provided the Board has received an authorization form bearing the signature of the Employee.

5. Fair Share

- a. Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- b. In the event that the employee does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of non-members in accordance with Section 4 above and the applicable rules of the Illinois Educational Labor Relations Board.

- c. In the event of any legal action against the board brought in a court or administrative agency because of its compliance with this provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided the Board gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires and the Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- d. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers and agents from any liability for damages and costs imposed by a court of administrative agency as a direct consequence of the Board's non-negligent compliance with this provision.
- e. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board. Additionally, non-member employees who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board pursuant to its rules and regulations, and the Board shall adhere to fee objection procedures established by the Board.

6. Administration/LSSA Communication Committee

A committee composed on three (3) LSSA members chosen annually by the Association shall meet with the Administration at mutually agreed upon times to discuss school operations, potential grievances and matters covered by this Agreement.

ARTICLE IV – INDIVIDUAL RIGHTS

1. Personnel File

An employee shall have the right to review the contents of his/her personnel file within five (5) working days of submitting a written notification to the Superintendent, except for confidential material. A representative of the Association may accompany the employee in such review. A representative of the Superintendent's office shall also be present. The employee shall not be permitted to remove any materials from the file.

2. Job Descriptions

Each current employee and each newly hired employee shall be provided with a comprehensive job description developed by the District. An employee who believes his/her job description is incomplete or inaccurate may discuss the matter with his/her supervisor.

3. Evaluation

Each employee's job performance shall be evaluated by his/her principal or direct supervisor. An employee who works in more than one job classification shall be evaluated in each classification. The evaluation process includes scheduled annual evaluations, on forms applicable to the job classification and day-to-day appraisals.

Supervisors shall provide a copy of the completed evaluations to the employee and shall provide an opportunity to discuss it no later than June 1 each year. The evaluation shall be signed by both the employee and the principal or supervisor. The employee may add comments as an addendum to the evaluation within ten (10) business days after receipt of the evaluation by the employee. The evaluation and addendum, if any, shall be placed in the employee's personnel file.

As appropriate, supervisors should discuss job performance issues that require attention with employees.

4. Discipline

The Board of Education agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge.

The Board retains full discretion to begin disciplinary action at the level it determines appropriate to the offense, after taking into consideration those tenets

of progressive and corrective discipline. If an arbitrator finds that the Board failed to consider these tenets, the arbitrator may only award back pay and not reinstatement or any other remedy. This section does not establish a cause standard for review of disciplinary action imposed on an employee by the Board of the Administration.

An employee shall be entitled to have a representative of his/her choice present when required to appear before the Board or the administration concerning any matter which the employee believes could result in disciplinary action.

5. Probationary Period

- a. A new employee covered under the terms and conditions of this agreement shall be considered a probationary employee. An employee's probationary period shall begin on his/her first day of work and shall end ninety (90) workdays following his/her first workday. The new employee shall be evaluated at least once during his/her probationary period. Assuming the probationary employee is then employed, the first evaluation shall occur at least forty-five (45) workdays prior to the expiration of the probationary period.
- b. If the probationary employee does not successfully complete the probationary period, he/she shall be provided with a written notice of his/her dismissal no less than ten (10) days from the effective date of dismissal. At the discretion of the Administration, a probationary employee may complete the school term beyond the end of his/her probationary period notwithstanding the provision of written notice of dismissal to the probationary employee.

ARTICLE V – GRIEVANCE PROCEDURE

1. Definitions

- a. Any claim by the Association, an employee, or group of employees, that there has been a violation of the express terms of this Agreement shall be a grievance.
- b. As used herein, the term “days” shall mean days on which the school business office is open.

2. Informal Procedure

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

3. Formal Procedure

- a. Step one- The employee or the Association must, within ten (10) days from the date of the occurrence, present the grievance in writing to the appropriate supervisor, who will arrange for a meeting to take place within ten (10) days of filing the grievance. Within ten (10) days of the meeting, the employee and the Association shall be provided with the supervisor’s written response.
- b. Step Two - If the grievance is not resolved at Step One, then the Association may refer the grievance in writing to the Superintendent or designee within ten (10) days of receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the written response of the Superintendent or designee.
- c. Step Three – If the Association not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the Superintendent’s written reply, the Association may refer the grievance in writing to the Board of Education within ten (10) days of receipt of the Superintendent’s decision or if there is no response from the Superintendent, of the date the Superintendent’s response was due. The Superintendent shall arrange for a meeting between the Association and the Board within thirty (30) days of receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the written response of the Board.

- d. **Step Four** - If the Association is not satisfied with the disposition of the grievance at Step Three or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within twenty (20) days of the date of the Step Three answer, or the expiration of the time for the Board's response, then the grievance shall be deemed withdrawn.

Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to develop facts pertinent to the grievance.

The arbitrator shall consider and decided only the specific issues(s) submitted to him/her in writing and the decision shall be based solely upon his/her interpretation of the meaning of application of the specific terms of this Agreement to the facts of the grievance presented.

4. **General Provisions**

- a. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
- b. The grievant is allowed representation of his/her choosing at any step of the process.
- c. When an employee is not represented by the Association, the Association may be present as an observer in all hearing and shall receive copies of the grievance and decisions.
- d. If an employee is required by the arbitrator and/or the Board to be present at the arbitration hearing during school hours, he/she shall be excused for such purposes without loss of pay.
- e. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
- f. A grievance may be withdrawn at any level without establishing precedent and if withdrawn, shall be treated as though never having been filed.
- g. The failure of the employee or Association to act within the time limits set forth shall preclude presentation or further appeal of the grievance. Upon failure of the supervisor, Superintendent or Board to meet the time limits prescribed in this Article, the grievance may be advanced to the next highest level.

- h. If the Association and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
- i. No reprisals will be taken for the processing or participation in any grievance.
- j. Relevant materials needed to process a grievance, which are reasonably available and which are not confidential, privileged or otherwise prohibited from disclosure by law, shall be provided by the Board or Administration by request. The Board shall have the same right to relevant materials from the Association.

ARTICLE VI – WORKING CONDITIONS

1. Work Year and Work Day

a. Twelve (12) Month Employees

- 1) The work year for twelve (12) month employees shall be July 1 through July 30.
- 2) The standard work day for twelve (12) month employees shall be eight and one-half (8 ½) hours, which includes an unpaid thirty (30) minute duty-free lunch and/or dinner break. In the event an employee is not permitted to leave the building during his/her duty-free lunch and/or dinner break, lunch and/or dinner time shall be paid.

b. School Term Employees

- 1) The work year for school term employees shall be one hundred eighty (180) days. The health aide will work up to ten (10) additional days as needed. Employees are expected to fully participate in district professional development as directed by the Superintendent or designee.
- 2) The standard work day for the library aide and health aide shall be eight (8) hours, which includes a paid thirty (30) minute, duty-free lunch. The standard work day for all other instructional and special education assistants shall be seven (7) hours, which includes a paid thirty (30) minute, duty-free lunch.

c. Part-Time Employees

- 1) The work year for lunch program employees and crossing guard employees shall be the days on which student attendance is required.
- 2) The standard work day shall be scheduled based on need and shall not include a lunch break. The work day shall not be less than two (2) hours.

d. Breaks

Employees shall be entitled to one (1) fifteen (15) minute paid break for every four (4) hours worked.

2. Overtime

- a. Regular Overtime – All work over and above forty (40) hours per week, including Sundays, will be compensated at a rate of one and one-half (1 ½) time the employee's normal rate of pay for positions covered under the Fair Labor Standards Act. Overtime must be approved in advance by the building principal and/or Superintendent.
- b. Holiday Overtime – All work over and above forty (40) hours per week required to be performed on a paid holiday as defined in Section 4 below will be compensated at the rate of two (2) times the employee's normal rate of pay for positions covered under the Fair Labor Standards Act. Overtime must be approved in advance by the building principal and/or Superintendent.

3. Call-Back Pay

Employees called back to work, outside his/her regularly scheduled work shift, and shall be guaranteed a minimum of two (2) hours at the employee's regular rate of pay unless the provisions of Section 2 of this Article apply. An employee called back to work may be required to work for the entire two-hour period.

4. Paid Holidays

Full-time employees will be paid for, but will not be required to work on the following holidays, if the holiday falls within the employee's regular work year and work days:

Labor Day	Friday after Thanksgiving
Columbus Day	Memorial Day
Veterans' Day	M.L.King's Birthday
Thanksgiving Day	Presidents' Day
	Casmir Pulaski Day

Part-time employees will be paid for, but will not be required to work on four (4) of the above holidays as determined by the Superintendent.

In addition, full-time twelve (12) month employees will be paid for, but will not be required to work on the following holidays:

Christmas Day	New Year's Day	Fourth of July
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if a holiday falls on a Sunday, it will be observed on the following Monday.

If a holiday falls on a Saturday, it will be observed on the Friday before. In order to be eligible for holiday pay at the straight time rate, an employee must have worked both

the scheduled work day immediately before and after the holiday, unless the employee is on approved vacation or bereavement leave, and must have been employed at least 3 months.

5. Vacation

After the first year of continuous employment, full-time twelve (12) month employees shall be eligible for a vacation on the basis of complete fiscal quarter years worked. The vacation accumulation shall be 2 ½ days per quarter (10 working days per year.) After an employee has completed 5 years of continuous employment, he/she shall be eligible for 15 working days of vacation per year. After an employee has completed 20 years of continuous employment, he/she shall be eligible for 20 working days of vacation per year. Vacation time earned in one fiscal year (July 1 through June 30) shall be used by the end of the fiscal year in which it is earned and shall not therefore be taken or compensated after that time period. Part-time twelve (12) month employees who have completed 2 years of continuous employment shall be eligible for 5 working days of vacation per year.

Request for vacation shall be submitted to the employee's supervisor two (2) weeks in advance for three (3) days or longer and forty-eight (48) hours notice for one (1) or two (2) days vacation, except in cases of emergency or extenuating circumstances and must be approved by the Superintendent. With the exception of a black-out period during the month of August, spring break and winter break, every effort shall be made to meet the desires of the employee and the needs of the school district in establishing vacation dates.

6. Seniority and Reduction-In-Force

A seniority list shall be used to determine the order of dismissal if a decision is made to reduce the number of employees or discontinue some type of educational support service. The seniority list, categorized by positions, shall show the length of continuing service within the district of each full and part-time employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.

Written notice will be given to the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefore.

Any vacancies for the following school term or within one calendar year from the beginning of the following school term shall be offered to the employees so removed or dismissed from that category of position on a seniority basis, provided the employee is qualified to hold such position.

7. Notification of Assignment

Each teacher aide or assistant shall be notified in writing of his/her tentative t for the school year by August 1st. If the tentative assignment changes, an employee shall be given 48 hours' notice prior to implementing such change.

Except in cases of emergency, custodians will be given one week's notice of any permanent or long-term change in their regular work schedule.

8. Uniforms

The District shall provide three (3) pairs of pants and three (3) shirts the first year of this contract or first year of employment; one shirt and one pair of pants each year thereafter, as needed for employees who are required to wear a uniform at work.

The District shall provide 3 smocks the first year of this contract or first year of employment, and one smock each year thereafter for cafeteria workers and the health aide.

ARTICLE VII-LEAVES

1. Sick Leave

Newly hired full and part-time employees who are eligible to participate in IMRF under the IMRF 600 hours standards, will receive one (1) sick day for each month worked, up to ten (10) paid sick leave days during the first year of employment. Afterwards, they will receive their full allotment at the beginning of each school year. Twelve-month employees will receive twelve (12) paid sick leave days per year. All other current full and part-time employees will receive ten (10) paid sick leave days per year. Unused sick leave shall accumulate with no maximum imposed. Sick leave may not be used in increments of less than one-half (1/2) day.

Sick leave includes personal illness, quarantine at home, or serious illness or death in the immediate family or birth, adoption or placement for adoption. The immediate family shall include parents, spouse, brothers, sisters, children, sons-in law, and daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. The Superintendent and/or a designee shall monitor the use of sick leave.

After 3 days absence for personal illness, or thirty (30) days for birth, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's or a spiritual advisor's certificate of treatment as a basis of pay.

2. Personal Leave

Full-time employees will receive three (3) personal leave days per year. Part-time employees will receive two (2) personal leave days per year. Newly hired part-time employees will earn one (1) personal leave day for each three months worked, up to a maximum two (2) personal leave days during the first year of employment. Newly hired full-time employees will earn one (1) personal leave day for each three months worked, up to a maximum of three (3) days, during the first year of employment. The use of a personal day is subject to the following conditions.

- a. Except in cases of emergency or unavoidable situations, a personal leave request is to be submitted to the building principal five (5) days before the requested date.
- b. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last fifteen (15) days of the school year, unless prior approval is granted by the Superintendent.
- c. Personal leave may not be used in increments of less than one-half (1/2) day.
- d. Personal leave is subject to any necessary replacement's availability.

- e. Personal leave may not be used on an in-service training day.
- f. Personal leave may not be used when the employee's absence would create and undue hardship.

Unused personal leave days will be credited as unused sick leave at the end of each year.

3. Bereavement Leave

Employees may use up to three (3) days each year in order to attend a funeral for an immediate family or household member.

Immediate family shall include 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.

4. Leave of Absence for Court/Jury Duty

An employee on court or jury duty or, pursuant to a subpoena, serving as a witness or having a deposition taken in any school-related matter pending in court will be paid full salary excluding any proceeding in which the employee is a claimant against the District. The District will deduct the court duty/witness fee remuneration, excluding mileage, lodging and meal expenses, from the employee's compensation. If the employee receives compensation for court duty/witness fee only (no additional reimbursable expenses) he/she will sign the check over to the District in exchange for his/her full day's salary. When possible, an employee should give at least five days' prior notice of pending court or jury duty to the Superintendent.

5. Conferences and Visitations

After application to and with the approval of the Superintendent or designee, employees may be released with full pay to attend conventions, professional meetings or workshops, visit exemplary programs or participate in other professional growth activities. At the time of approval, the Superintendent shall indicate which expenses, if any shall be provided by the District.

6. Leaves Without Pay

- a. Employees may take a leave of absence in accordance with the Family and Medical Leave Act ("FMLA" or the "Act") provided the eligibility and other requirements of the Act are met. For purposes of applying the eligibility requirements of the Act, the rolling backward method will be used. Employees taking leave under the Act must apply available paid vacation, personal and sick leave during the leave.

An employee with at least four consecutive years of full-time service in the District at the time of application shall be eligible for maternity/child rearing leave without pay or board-paid medical and life insurance subject to the following conditions:

- (1) Application for such leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) days prior to the anticipated birth of the child.
- (2) After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of employment services and reasonable medical factors and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences. Such leave shall commence at a reasonable date that is agreeable to the Superintendent and that takes into account the employee's consultation with her doctor and the doctor's recommendation. In the event the employee is required to leave or cease employment because she is unable to perform her duties due to disability related to pregnancy, she may elect to commence the agreed-upon leave immediately or, alternatively, to use and accumulated sick leave until said sick leave is exhausted, or until the commencement date of the agreed-upon leave, whichever shall first occur. To the Medical Leave Act (FMLA), the employee must exhaust all sick leave in conjunction with the FMLA leave. The Superintendent or designee may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.
- (3) An employee's medical insurance premiums will be paid by the Board during the maternity/child-rearing leave to the extent required by the FMLA.
- (4) Sick leave shall not be applicable during the period of the maternity/child-rearing leave, except when FMLA is applicable. Any accumulated sick leave available at the commencement of the leave or after FMLA use shall be available to the employee upon return to employment in the District.

- (5) Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon written notification satisfactory to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or designee informed of the status of the delivery of the child. This section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received. Except as otherwise stated, adoption leave shall be subject to the same terms and conditions as the maternity leave.
- (6) If the pregnancy shall not result in a live birth, the employee may apply in writing to the Superintendent or designee for the cancellation of the balance of the leave and the Board shall seek to effect the return of such employee to employment if a vacant position is available for which the employee is qualified in the sole judgment of the Board.
- (7) Anything in this section to the contrary notwithstanding, and employee who has been granted a maternity/child-rearing or adoptive leave of absence shall not become eligible for a subsequent maternity/child-rearing or adoptive leave unless and until such employee has returned to full-time service for at least two (2) complete school years, provided under exceptional circumstances the Board may grant such leave in its sole discretion. The granting or withholding of such leave shall be without precedential effect.
- (8) Nothing in this section shall be construed as requiring any employee to apply for a maternity/child-rearing or adoption leave. However, all maternity/adoption leave that is eligible leave under the Family and Medical Leave Act (FMLA) will be considered FMLA leave and administered pursuant to the requirements of the FMLA, the District's FMLA policy and related FMLA provisions in this Agreement. An employee not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability not to exceed 12 work weeks. Such employee shall return to employment immediately following the termination of such disability.
- (9) A male employee who meets the eligibility criteria set forth in the first paragraph of this section shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such leave shall arise upon the anticipated birth of a child, which the employee has fathered, or upon his planned adoption of a child.

- (10) The Board shall make a reasonable effort to assign the employee returning from leave to the same or similar position held prior to the onset of the leave.

b. Other Leaves Without Pay

The Board may grant a leave of absence to any employee for the purposes consistent with the FMLA. The leave will begin after the employee's FMLA leave rights are exhausted and end at the close of the school year in which the leave began. The leave will be without pay and without Board paid medical and life insurance or other benefits.

Leaves of absence without pay may be granted to employees who have rendered satisfactory full-time service to the District for at least one school year and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of employment duties. Such leave of absence is subject to the following conditions:

- (1) Written requests for leaves of absence without pay must be made at least three (3) months before the leave is desired, subject to approval by the Board.
- (2) Dates of departure and return must be acceptable to the Superintendent and determined prior to initiating the request.
- (3) Leaves of less than one month, if acceptable to, and approved by, the Superintendent will not require Board approval or three (3) months' notice.
- (4) Leaves may be granted as the discretion of the Superintendent for:
 - a) advanced study leading to a degree in an approved university;
 - b) educationally-related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - c) military service;
 - d) other reasons acceptable to the Board.
- (5) Employees on such leave may continue insurance benefits if they reimburse the District for any pro-rata costs of benefits for which they apply.

(6) An employee on leave shall be credited with a year of seniority provided the employee has worked in the District for one hundred (100) or more employment days during the school year for which such credit is sought and further provided that the employee has complied in all other respects with any other provisions which may be applicable regarding advancement on the compensation schedule as set forth in this Agreement.

(7) The granting or withholding of any leave pursuant to this section is within the sole discretion of the Board and any granting or withholding of leave pursuant to this section is non-precedential with regard to any future applications for leave pursuant to this section.

7. Family and Medical Leave (FMLA)

a. Leave Benefits

An eligible employee shall be entitled to a total of 12 workweeks of unpaid leave (leave without pay), for certain family and medical reasons listed 1 – 4 below, provided that the employee returns to work, during a rolling 12-month period measured backward from the date an employee uses FMLA leave.

1. the birth and first-year care of a son or daughter;
2. the adoption or foster placement of a child;
3. to care for a spouse, child (who is under 18 years of age or incapable of self-care due to a disability) or parent (not parent-in-law) with a serious health condition;
4. the employee's own serious health condition which renders the employee unable to perform his or her job; and
5. because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; or
6. to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

Any leave taken for the birth or care or a child or the placement of a child for adoption or foster care must be completed within one year after the date of birth or placement.

if the employee has any accrued vacation, sick leave or other paid time off, this paid time must be used during any FMLA leave. In addition, if the request leave is due to the serious health condition of the employee, any salary continuation benefits for which the employee is otherwise eligible pursuant to a disability benefit plan or workers' compensation law, maybe used in conjunction with paid vacation or other paid personal time, provided that total payments do not exceed 100% of normal base pay. Any paid leave will run concurrently with the employee's FMLA leave entitlement. The employee must comply with all requirements of the policy or plan providing for paid leave.

Eligible employees may take intermittent leave or a reduced leave schedule when the reason for the leave is 3 or 4 above, with certain limitations provided by law. "intermittent leave" is leave of one hour or more that is taken during any nonconsecutive time period (i.e., one week on, one week off.) "Reduced leave" is leave that is taken by reducing the employee's normal working hours (i.e., from eight hours to four hours per day.) A request for either intermittent or reduced leave will be granted only where medically necessary, as established by information requested by the District's FMLA medical certification form. If such intermittent or reduced leave is foreseeable, the District may alter the employee's existing job (while maintaining existing pay and benefits,) or may temporarily transfer the employee to a different position with equivalent pay and benefits, in order to best serve the District's operational needs during leave.

if both husband and wife are employed by the District and eligible for FMLA leave, they may together take only a combined 12 weeks of FMLA leave during a 12 month period when the reason is 1 or 2 above, or the care of a parent (not parent-in-law) with a serious health condition.

b. Eligibility

To be eligible for leave under the FMLA, and employee must have been employed by the District for at least 12 months (the 12 months need not be consecutive) and have worked for at least 1250 hours of service during the 12-month period immediately before the beginning of the leave.

c. Notice

An eligible employee must direct his or her request to take FMLA leave to the Superintendent and will be required to complete a "Request for Family/Leave" form at the that time.

If the need for leave is foreseeable, the employee must provide at least 30 days' advance notice, prior to the expected start of the leave, to the District of the date when the leave is to begin. if 30 days' notice is not practicable, the employee must provide the District with as much advanced notice as possible; ordinarily the notice

must be given within one or two business days of when the need of the leave becomes known to the employee.

If the employee is physically or mentally unable to notify the District, a member of the employee's family or other representative must do so on the employee's behalf.

if leave is due to the serious health condition of the employee or the employee's family member, and is for planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the District's operations.

In addition, if leave is due to the serious health condition of the employee or the employee's family member, the employee is required in all cases to provide a health care provider's certification of the serious health condition on a form that will be provided by the District at the time the request for leave is made. If leave is due to another reason, appropriate certification may be required. In any case, the completed certification must be submitted by the employee to the District within 15 calendar days after the District requests it.

d. Reporting Requirements During the Leave

During FMLA leave, the employee is required to maintain contact with the Superintendent or designee to verify their status and their intent to return to work.

e. Requirements Prior to Return From Leave

Where the leave is based upon the employee's own serious health condition, the employee must provide medical certification that the employee is able to return to work before the employee will be permitted to return to work.

f. Status of Employee Benefits During Leave of Absence

The employee must make arrangements with the District for payment of the employee's share of the health insurance premium during the leave period (which in any event cannot exceed the amount the employee would have paid for coverage if the employee had continued to work.) The District will maintain and pay for an eligible employee's group health insurance coverage (including dependent coverage) during the period of an FMLA leave, under the same terms and conditions as if the employee had continued to work, unless and until the employee declares an intent not to return to work following the leave. Employees who do not comply with premium payment obligations during the leave period may be dropped from plan coverage until such time as the leave period terminates and they return to work.

The District is not obligated to maintain life insurance or other benefits during the leave period. In order to continue such benefits during the leave, the employee may

be required, through the same procedure utilized for the continuation of group health insurance, to make arrangements with the District for timely payment of the entire cost of such benefits.

In the event and employee informs the District of an intent not to return to work from the leave, or otherwise fails to return to work upon completion of the leave, the District may recover from the employee the premiums paid by the District during the leave to maintain the employee's group health insurance coverage, unless the failure to return to work was due to the recurrence or onset of a serious health condition, or was otherwise beyond the employee's control.

g. Reinstatement at the Conclusion of the Leave

An employee who timely returns from FMLA leave and who used the leave for the stated purpose will be reinstated to the same position that the employee would have held had the employee not taken leave, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless the employee would no longer be employed had the employee not taken leave. In addition, an employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Eligible employees are subject to and must adhere to the District's policies and procedures regarding FMLA leave.

ARTICLE VIII – COMPENSATION and BENEFITS

1. Salary

All newly hired employees will start at the following hourly rates:

2011-12

Custodian	\$10.30 per hour
Secretary	\$12.36 per hour
Teacher Assistant (60 hrs)	\$10.30 per hour
Teacher Assistant (BS)	\$12.98 per hour
Teacher Assistant (MS)	\$13.50 per hour
Lunch Monitor	\$ 8.24 per hour
Lunch Assistant	\$ 9.27 per hour
Crossing Guard	\$ 8.24 per hour
Health Aide	\$10.30 per hour
Parent Coordinator	\$10.30 per hour

2012-13

Custodian	\$10.61 per hour
Secretary	\$12.73 per hour
Teacher Assistant (60 hrs)	\$10.61 per hour
Teacher Assistant (BS)	\$13.37 per hour
Teacher Assistant (MS)	\$13.91 per hour
Lunch Monitor	\$ 8.49 per hour
Lunch Assistant	\$ 9.55 per hour
Crossing Guard	\$ 8.49 per hour
Health Aide	\$10.61 per hour
Parent Coordinator	\$10.61 per hour

2013-14

Custodian	\$10.93 per hour
Secretary	\$13.11 per hour
Teacher Assistant (60 hrs)	\$10.93 per hour
Teacher Assistant (BS)	\$13.77 per hour
Teacher Assistant (MS)	\$14.33 per hour
Lunch Monitor	\$ 8.74 per hour
Lunch Assistant	\$ 9.84 per hour

Crossing Guard	\$ 8.74 per hour
Health Aide	\$10.93 per hour
Parent Coordinator	\$10.93 per hour

For the 2011-12 school year, returning employees' hourly rates shall be the same as the 2010-11 school year. For the 2012-2013 and 2013-14 school years, returning employees' hourly rates shall be increased by 3%.

2. Health and Dental Insurance.

- a. For the 2011-12 school year, the Board shall pay 100% of the PPO single premium for insurance coverage. The Board will pay \$150.00 per month toward dependent health coverage for employees electing to take HMO or PPO dependent health coverage.

The Board shall pay 100% of the HMO single premium for insurance coverage for all full-time employees. If an employee elects PPO insurance coverage the Board on behalf of the employee shall pay an amount equal to that of the HMO single premium.

The Board shall pay 100% HMO single only and one-half dental single insurance coverage for all part-time employees whose first workday was on or before September 1, 2011 and who work twenty (20) hours or more.

For those part-time employees who work at least twenty (20) hours per week and whose first workday was after September 1, 2011 the Board shall pay a prorated percentage of the HMO single and dental single. The proration shall be determined by dividing the number of hours they regularly work by thirty-five (35). For example, an employee who regularly works 25 hours per week would have the Board pay seventy-one percent (71%) of the insurance premium on their behalf.

- b. The premium and co-payment options of any insurance plan are subject to change, amendment or modification by the insurance carrier. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District or a unilateral change of any obligation undertaken under this or any other Agreement. The District will provide notice to the Association as soon as it is notified of proposed changes.
- c. Under the Insurance Coverage Compensation Plan of the School District, employees may elect to pay the cost of premiums for dependent coverage via salary reduction. Such election shall be made annually on or before the

first day of the plan year on a form to be provided by the School District. Such election shall be binding. No employee can change his/her election except as permitted under Section 125 of the Internal Revenue Service Code and regulations. If an employee elects to receive dependent coverage via salary reduction, the Board shall deduct the cost of the premiums from salary and remit said premiums to the designated insurance carrier.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the employees as set forth above are deemed excludable from the employee's gross wages, and as such, the Association and each individual employee shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reasons of the payments of dependent insurance premiums pursuant to the provision of this section.

3. Life Insurance

All employees will be covered by \$25,000 term life insurance.

4. Insurance Committee

Any joint insurance committee formed to review the District insurance plan (s) in terms of existing coverage and benefits and to consider possible alternatives and cost containment measures will include at least one (1) representative selected by the Association.

5. Tuition Reimbursement

The Board will reimburse employees for one-half of the tuition cost for successfully completed, pre-approved college coursework or \$75 per credit hour, whichever is less, that will enhance their work performance in their present job assignment or in another related educational field. The total reimbursement amount for each individual employee is not to exceed a maximum reimbursement of \$500 within a school year. Tuition reimbursement for the total members of the Association will not exceed the maximum amount of \$5,000 per year. In order to be eligible for tuition reimbursement and employee must have completed two (2) continuous years of service with the District.

If the Superintendent chooses to invest in an employee who he/she believes will make a quality candidate for a hard-to-fill position, he/she can opt to increase the reimbursement amount up to one-half of the tuition cost, not to exceed the maximum reimbursement amount of \$1,000 within a school year. The Superintendent will have the option of exceeding the maximum amount of dollars set aside for the Association.

If eligible, the employee must enroll in an accredited degree or endorsement program that meets with the Superintendent's approval and must inform the Superintendent of the total cost of the program. For those employees completing a degree or endorsement program that was supported by District 92 for two entire school years following the school year in which they completed the program. (The first day of student attendance would be defined as the beginning of the new school year.) An employee who fails to fulfill this commitment will be required to reimburse the Board pro rata for the value of the tuition reimbursement within thirty (30) days after leaving the district. The Board may deduct any amount due from the employee's remaining paychecks and/or pursue legal actions against the employee.

6. Extra Duty Payment

Employees performing extra duties outside of their regularly scheduled workday will be paid at their regular hourly rate of pay if the hours fall within the forty (40) hours workweek. Any time over forty (40) hours will be paid as overtime per the Fair Labor Standards Act.

Instructional Assistants

- a. **Substitute teaching:** In the event an Instructional Assistant is assigned to substitute or accepts a substitute teaching assignment, they shall be paid time and one-half for each hour they substitute.
- b. **School improvement Days:** The Board may require Instructional Assistants to attend up to three (3) one-half day School Improvement Days per school year. Instructional Aides shall be compensated for such time at their regular rate.
- c. **BS/MS Salary rate:** To qualify for the BS and/or MS salary rates an Instructional Aide must possess a valid teaching certificate or a valid substitute teaching certificate.

ARTICLE IX – NEGOTIATIONS PROCEDURES

1. Negotiations on a successor contract shall begin not earlier than March 1 and not later than May 1 in the year in which this contract terminates.
2. If agreement is not reached on all items within 45 days of the commencement of the school term and all items sought to be negotiated had been thoroughly explored without reasonable expectation of reaching agreement, either party may call for the appointment of a mediator in accordance with Section 3 of this Article. If the Illinois Educational Labor Relations Board invokes mediation within 15 days of the scheduled start of the school term, the mediator shall be appointed in accordance with Section 3 of this Article.
3. When either party calls for the appointment of a mediator or the Illinois Education Labor Relations Board invokes mediation pursuant to Section 2 of this Article, a mediator shall be appointed by the Federal Mediation and Conciliation Service after receipt of a letter requesting their services. If the FMCS is unable for any reason to provide a mediator within a reasonable time after being so requested, the parties may seek a mediator from the staff of the American Arbitration Association. The cost of the mediator, if any, shall be shared equally by the Board and the Association.

ARTICLE X – EFFECT AND DURATION OF AGREEMENT

1. Complete Understanding

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

The parties acknowledge that during 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 collective bargaining and that the understandings and agreements arrived at by the parties after the exercised of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association for the life of this Agreement each voluntarily and unqualifiedly waives any right which may otherwise exist to negotiate over and matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

2. Effect of Agreement

Any individual contract between the Board and individual bargaining unit member hereto and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

3. No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown, or other refusal to render full and complete services to the

Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

In the event of any violation or violations of the provision of this section by the Association, its members or representatives, or by any employee:

- a. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
- b. The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).

4. Duration of Agreement

This Agreement shall be effective as of July 1, 2011 and shall be in effect through June 30, 2014.

FOR THE BOARD OF EDUCATION:

Levi Sharp
Board of Education President

Date 1/17/12

Penney Wilsons Welfer
Board of Education Secretary

Date 1-17-12

FOR THE LSSA, IEA-NEA:

Marcie Morris
LSSA, IEA-NEA President

Date 01-11-2012

[Signature]
LSSA, IEA-NEA Vice President

Date 01-11-2012

MEMORANDUM OF AGREEMENT
Between
Lindop District #92 ("Employer")
And
Lindop Support Staff Association, IEA/NEA ("Union")

This Memorandum of Agreement ("Agreement") is entered into by the parties regarding the payment of salary for school year employees.

The Employer and the Union agree to the following:

- 1) Effective the 2013-14 school year; school year employees shall have the option of receiving their salary in twenty (20) or twenty-four (24) equal installments.
- 2) Such selection shall be made in writing no later five (5) days after the first school day.
- 3) If no option is selected within five (5) days of the first school day, then the employee shall receive their salary in 20 equal installments.
- 4) Employees hired after the first school day, shall make their selection no later than five (5) days after their start date.
- 5) Once such selection is made for a school year, it cannot be changed until the following school year.
- 6) A school year employee who is not rehired for the next school year will receive the balance of his/her salary no later than June 30th.
- 7) Nothing in this Memorandum of Agreement in any way negates, modifies, changes or supplements any provision of the parties' collective bargaining agreement except as spelled out in this Memorandum of Agreement.

Janine Morris 6/18/13
For the Union Date

J. Gerald Butler 6/18/2013
For the Employer Date