

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF  
LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A  
AND  
LEMONT-BROMBEREK COUNCIL SUPPORT STAFF  
OF AFT LOCAL 604  
AMERICAN FEDERATION OF TEACHERS, IFT/AFT, AFL-CIO

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TABLE OF CONTENTS

		<u>PAGE NO.</u>
ARTICLE I - RECOGNITION.....		1
Section 1	Recognition .....	1
Section 2	Scope.....	1
Section 3	Partial Invalidity .....	1
Section 4	Terms and Conditions .....	1
ARTICLE II - BOARD RELATIONS .....		1
Section 1	School Facilities and Equipment .....	1
Section 2	New Employee Notification.....	1
Section 3	Board Information .....	2
Section 4	School Board Meetings .....	2
Section 5	Union Presentation.....	2
Section 6	Management Rights .....	2
Section 7	No Strike Agreement .....	2
Section 8	Dues Deduction .....	2
Section 9	Superintendent/Union President Meetings .....	2
ARTICLE III - GRIEVANCE PROCEDURE.....		3
Section 1	Definition .....	3
Section 2	Procedure.....	3
ARTICLE IV - FAIR SHARE.....		4
ARTICLE V - WORKING CONDITIONS .....		5
Section 1	Calendar.....	5
Section 2	Employee Work Year .....	5
Section 3	Work Day .....	5
Section 4	Overtime Pay .....	6
Section 5	Job Description.....	6
Section 6	Job Training.....	6
Section 7	Public Complaints .....	7
Section 8	Employee Evaluation.....	7
Section 9	Personnel Files .....	7
Section 10	Seniority/Discipline .....	7
Section 11	Discipline and Discharge .....	8
Section 12	Employee Assignments .....	9
Section 13	Vacancies .....	9
Section 14	Voluntary Transfer .....	9
Section 15	Reduction in Force .....	9

<b>ARTICLE VI - LEAVES .....</b>	<b>10</b>
Section 1    Bereavement Leave .....	10
Section 2    Family and Medical Leave .....	10
Section 3    Jury Duty.....	11
Section 4    Personal Leave.....	11
Section 5    Sick Leave .....	12
Section 6    Employee Incapacity .....	12
Section 7    Injury on the Job.....	13
Section 8    Sick Leave Bank .....	13
Section 9    Vacation and Holidays .....	15
Section 10   Weather .....	16
Section 11   Dock Days .....	16
 <b>ARTICLE VII - FRINGE BENEFITTS/FULL TIME</b>	
<b>EMPLOYEES .....</b>	<b>16</b>
Section 1    Health Insurance .....	16
Section 2    Dental Insurance .....	17
Section 3    Life Insurance.....	17
Section 4    Insurance for Retirement .....	17
Section 5    Support Staff Retirement.....	17
 <b>ARTICLE VIII - SALARY AND COMPENSATION.....</b>	<b>19</b>
Section 1    Pay Periods/Direct Deposit.....	19
Section 2    Salary.....	19
Section 3    Stipends.....	19
Section 4    Travel Compensation.....	19
Section 5    Payroll Deductions .....	19
 <b>ARTICLE IX - NEGOTIATIONS .....</b>	<b>19</b>
Section 1    Successor Agreements.....	19
Section 2    Mid-Term Bargaining.....	20
 <b>ARTICLE X - DURATION.....</b>	<b>20</b>
 <b>EXECUTION OF AGREEMENT .....</b>	<b>20</b>
 <b>MEMORANDUM OF UNDERSTANDING .....</b>	<b>21</b>

**ARTICLE I**  
**RECOGNITION**

Section 1.     Recognition

The Board of Education of Lemont-Bromberek Combined School District Number 113A, Cook and DuPage Counties, Illinois (hereinafter the "Board") recognizes the Lemont-Bromberek Council of Local 604, Support Staff, American Federation of Teachers, AFL-CIO (hereinafter the "Union") as the sole and exclusive bargaining agent for all full-time secretaries, educational paraprofessionals, special education paraprofessionals, English language learners paraprofessionals, learning resource center assistants, and technology assistants. The term employee when used herein shall refer to those employees represented by the Union in the bargaining unit as defined above.

Section 2.     Scope

The Board and Union agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

Section 3.     Partial Invalidity

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement, shall remain in full force and effect for the duration of this Agreement.

Section 4.     Terms and Conditions

The terms and conditions set forth in this Agreement represent the full and complete understanding between the Board and Union. The terms and conditions of this Agreement may be modified only through the written mutual consent of the Board and the Union.

**ARTICLE II**  
**UNION - BOARD RELATIONS**

Section 1.     School Facilities and Equipment

The Union will be able to hold meetings for employees on District property upon approval of the administration. To avoid conflict, 48-hour notice shall be given. The Union shall be allowed reasonable use of office machinery and other school equipment. The Union shall be provided use of bulletin boards and employee mailboxes in each building. Union meetings shall be scheduled for times outside of the work day as defined in Article IV, Section 2, except that Union meetings may be scheduled for institute or in-service days or on half days at times when students are not in attendance, so long as they do not interfere or conflict with staff development activities. The Union shall reimburse the district for any supplies used.

Section 2.     New Employee Notification

The Union president or designee shall receive a current list of all employees by September 1 and shall be notified within twenty-one (21) calendar days of all new employees hired during the school year.

Section 3. Board Information

The Union President will be supplied with the agenda, copy of the monthly bills, administrative budget summary, and statement of position prior to the Board meeting. A copy of the tentative and final District budgets will be given to the Union prior to the meeting at which action is to be taken by the Board.

Section 4. School Board Meetings

If the Union President wishes to be placed on the agenda for a Board meeting, this request shall be made in writing and shall state the specific reasons for such request. The request shall be made one week before the Board meeting in question.

Section 5. Union Presentation

The Union President shall be placed on the program for orientation of new employees for brief professional remarks upon request.

Section 6. Management Rights

The Board retains and reserves unto itself all powers, rights, duties, and responsibilities to manage the district conferred upon and vested in it by the law, except to the extent expressly and specifically limited by this Agreement.

Section 7. No Strike Agreement

Neither the Union nor the employees covered by this Agreement, for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the school.

Section 8. Dues Deduction

The Board will deduct from the regular paycheck of each employee from whom it receives written authorization to do so, the required amount of Union dues. The dues and a list of employees from whom dues have been deducted and the amount deducted from each shall be forwarded to the Union treasurer no later than ten (10) working days after such deductions were made. Deductions shall continue unless and until the employee withdraws the authorization by written notification to the superintendent.

Section 9. Superintendent/Union President Meetings

During the term of this agreement the Union President or Superintendent may request a meeting be scheduled every other month during the course of the normal student attendance year. The Union President and/or Superintendent may request that a delegate officer(s) also attend this meeting.

The agenda will be prepared by the Superintendent. Input will be supplied by the Union President at least 5 work days prior to the meeting.

The purpose of the meeting is 1) communicating, sharing, and suggesting solutions to District-wide problems and 2) discussing ways to improve continually the educational program.

If, during the term of this agreement, the Support Staff members elect officers that are not the same as the officers elected by the Lemont-Bromberek Council of Local 604, a delegate for the Superintendent and Union President's Meeting will be the President representing the Support Staff.

ARTICLE III  
GRIEVANCE PROCEDURE

Section 1. Definition

A *grievance* is defined as a complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of the agreement. No grievance shall be entertained unless the grievance procedure is initiated within (14) calendar days of the occurrence of the event-giving rise to the grievance.

Section 2. Procedure

The following are the steps for the handling of grievances:

A. Step 1. A complaint shall first be discussed with the complainant, the building principal and the person(s) against whom the complaint is registered with the object of resolving the matter informally. The Union grievance representative may attend the meeting, if desired by the complainant. Both parties shall initial a statement that this meeting was held.

B. Step 2. If the complaint is not resolved at Step 1, the grievant shall file the grievance in writing with the building principal within seven (7) calendar days of the completion of Step 1. The building principal shall confer with the grievant in an attempt to resolve the grievance within seven (7) calendar days of the receipt of the grievance. A decision in writing shall be rendered to the grievant within seven (7) calendar days of the conference.

C. Step 3. If a satisfactory disposition of the grievance is not reached at Step 2, the grievant may appeal to the superintendent in writing within seven (7) calendar days after receipt of the decision of the building principal. The superintendent shall hold a conference within seven (7) calendar days after the receipt of the appeal, and the superintendent shall render a written decision within seven (7) calendar days after the conference.

D. Step 4. If a satisfactory disposition of the grievance is not reached at Step 3, the grievant may appeal to the Board of Education by filing a written appeal with the superintendent, with a copy to the secretary of the Board, within seven (7) calendar days after receipt of the superintendent's decision. The Board of Education shall consider the grievance at the next regular Board meeting following the date of receipt by the superintendent of the appeal. The grievant may present a written statement of the grievance to the Board or may address the Board in closed session at its next regularly scheduled meeting. If granted, the hearing will be conducted by the Board. The Board shall render its decision in writing, with a copy to the Union and the grievant, within seven (7) calendar days after the meeting at which the grievance is considered.

E. Step 5. In the event the grievant is not satisfied with the disposition of the grievance at Step 4, the grievance may be submitted by the Union to binding arbitration within seven (7) calendar days after receipt of the Board's reply at Step 4. The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the fourteen (14) calendar-day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary

labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decision or recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented. The fees of the arbitrator, and the cost of attendance of a court reporter, if requested by either party, shall be split between the Union and the Board. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

F. Each grievance must state the specific provisions of the Agreement alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission of Step 2. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limit shall bar further processing of the grievance. Failure of the Board or the Administration to act in a timely manner shall permit the grievant to proceed to the next step. Any grievance not appealed after denial by the Board or the administration shall bar later filing of the same or substantially same grievance. A grievant shall have the right to local Union representation at any or all steps of the grievance procedure.

#### **ARTICLE IV** **FAIR SHARE**

Effective January 1, 2008, all current employees who are not current members of the Union, or thirty (30) days after their initial employment, shall pay to the Union each month, their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. This obligation shall continue for the term of the Agreement and so long as the employee(s) remain non-members of the Union.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employee and remitted to the Union, provided, however, that

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of Illinois Educational Labor Relations Board (IELRB); and
2. The Union has annually certified in writing to the Board (a) the amount of such fair share fee and (b) the fact that the notice required in (1) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of employees to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member employee asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

## ARTICLE V WORKING CONDITIONS

### Section 1. Calendar

The School Board shall set the calendar for the District. For nine (9), nine and one-half (9 1/2) and ten (10) month employees, the salary schedule (Article VIII, Section 2.) shall apply to a 185-day calendar (176 student attendance days, 4 institutes, and 5 emergency days). The nine and one-half (9 1/2) employees shall work an additional five (5) days prior to the start of the calendar and five (5) days after. The ten-month employees shall work an additional ten (10) days prior to the start of the calendar and ten (10) days after. If the five (5) emergency days are not used for emergency purposes, they shall not become employee workdays.

### Section 2. Employee Work Year

Nine (9) month employees are defined as special education paraprofessionals, English language learners paraprofessionals, and educational paraprofessionals.

Nine and one-half (9 1/2) month employees are defined as learning resource center assistants.

Ten (10) month employees are defined as technology paraprofessionals.

Twelve (12) month employees are defined as secretaries.

### Section 3. Work Day

- A. The normal workday for nine (9) month employees shall be seven (7) hours or seven and one-half (7 1/2) hours, for nine and one-half (9 1/2) employees shall be seven and one-half (7 1/2) hours, and for ten (10) and twelve (12) month employees shall be eight (8) hours Monday through Friday.
- B. Employees who work beyond the normal workday with the prior approval of the building principal or supervisor will receive compensation at his/her hourly rate or compensatory time, if compensatory time is offered. Compensatory time, which will not be grievable, may only be scheduled on student non-attendance days

unless the building principal/supervisor or superintendent agree to allow compensatory time to be used at times other than a student non-attendance day.

- C. In the case of the seven-hour or seven and one-half hour employees under this contract, the Paraprofessional or assistant and certified-staff member will agree on a daily break time for the Paraprofessional or assistant as long as all student-related needs are fully accommodated.
- D. Each employee who normally works eight (8) hours or more per day shall be entitled to two (2) breaks of fifteen (15) minutes duration (one approximately at the mid-point of the morning and one approximately at the mid-point of the afternoon) per day. An 8-hour employee may extend his/her lunchtime by combining break(s) with prior approval of building principal.
- E. A duty-free lunch period will be thirty (30) minutes in length and start within a half hour before or after the student lunch block.
- F. An employee may be required to work overtime.

Section 4. Overtime Pay

Each employee will receive overtime for pre-approved hours worked in excess of forty (40) hours in a workweek. Overtime payment is at one and one-half (1 ½) times the straight rate.

Section 5. Job Descriptions

Current job descriptions, as well as revisions to the job descriptions, will be available on the School District intranet.

Section 6. Job Training

If an employee's position requires a new skill that the employee does not possess, the opportunity to gain the necessary training will be provided. In order to provide opportunities for support staff training and professional development, the Superintendent, or his designee, in cooperation with the Union President will conduct a "needs assessment" to determine training and professional development needs relating to members of the bargaining unit. This "needs assessment" will occur prior to the end of the first semester annually and will involve, at a minimum, the following activities:

1. Solicit employee input as to their training needs;
2. Ask paraprofessionals to share information regarding their training experiences in the past; and
3. Examine existing training opportunities and resources, including successful training models implemented in the District.

After examination of the results of the "needs assessment" process, the Superintendent, after consultation with the Union President, will direct the administrative staff to develop a training curriculum to be implemented as soon as feasible. This curriculum will include more District-scheduled training opportunities on in-service days and other dates and times available to the District. Training sessions will be audio and video taped for broader use and access. A process will be developed to allow members of the bargaining unit to request approval from the Superintendent, or his designee, for approval to attend training opportunities related to the employee's assigned duties.

Section 7. Public Complaints

No citizen shall be denied the right to present a complaint about school personnel to the superintendent or the Board of Education. Normally, the complainant shall be requested to discuss the complaint in the following manner:

1. with the employee(s) involved and immediate supervisor;
2. Building principal;
3. Superintendent; and
4. School Board.

If the Superintendent deems it desirable or necessary, the superintendent may discuss the matter jointly with the employee and complainant.

If it is necessary for the Board to review the complaint, all parties involved shall be asked to attend, including a Union representative who may speak or otherwise participate at such review. Such review shall be conducted in closed session, unless the Union and the Board agree otherwise.

Section 8. Employee Evaluation

The Board and Union recognize that employee evaluations are tools for helping to improve employees' performance and effective personnel management.

Employees shall be evaluated, in writing, at least once each year. The evaluation shall be completed by the responsible administrator, who may receive input from district staff with knowledge of the employee's performance. Following each evaluation, a conference shall be held between the employee and the responsible administrator. If necessary, the responsible administrator will give recommendations to the employee, and the employee will be given the opportunity to remediate those areas. A copy of the evaluation shall be provided to the employee. The employee shall sign the evaluation, which acknowledges receipt and review but may not signify agreement. The evaluation shall be sent to the Personnel Office and placed in the employee's file.

The employee may file a signed statement on his/her behalf, relating to any evaluation in his/her file with which he/she does not concur. Such dissenting statement shall be attached to the original material.

Section 9. Personnel Files

There shall be only one file kept for each employee. Before any reports, other than credentials and letters of reference, are placed in the file, the employee shall be given the opportunity to read and initial such papers. In any case, where an employee disagrees with any such report, the employee may submit a written statement of specific objection and reason therefore. The employee's specific objection shall be filed in the folder along with the report in question.

Section 10. Seniority, Reduction in Force, and Recall

- A. Seniority is defined as the length of full-time, continuous service with District 113A and shall begin to accrue on the first day of employment.

B. In the event that the Board determines to decrease the number of employees or to discontinue a particular service provided by bargaining unit members, honorable dismissals will be made based upon seniority within the following categories:

1. Secretaries
2. Paraprofessionals

Honorable dismissals will be made within the effected category above based upon seniority and will be preceded by written notice to effected employees at least thirty (30) days before the effective date of the dismissal. Employees subject to such honorable dismissals shall have the right to assume a position of a less senior employee within the effected category, provided the employee is qualified for such position. The Union and the Board hereby agree that this Section constitutes an alternative method of determining the sequence of dismissals as provided for in Section 10-23.5 of the *Illinois School Code*.

All support personnel are numbered by placement on the seniority listing within the categories of secretaries and paraprofessionals established by the Board of Education. If two or more support staff are in a tie, the tie is broken in the following order of priority: a) first day of service to the District; b) lottery.

C. Recall Rights

Employees shall be entitled to recall for a period of time up to one (1) year from the first day of the school term following the effective date of the honorable dismissal. The recalled employees shall be reinstated in inverse order of their honorable dismissals. Employees who are honorably dismissed shall maintain a current address and phone number on file with the District office.

Notice of recall shall be sent by certified mail to the employee's address which is on file with the District office and shall state the time and date on which the employee is to return to work. The employee has seven (7) work days from receipt of notice to report his/her intent to return to work. The Board shall notify employees of any recall prior to posting a vacancy of such position.

An employee who fails to respond timely to a proper notice of vacancy shall be deemed to have resigned from employment with the District.

All benefits to which an employee was entitled at the time of his/her layoff, including accumulated sick leave, vacation days, and seniority, will be restored to the employee upon his/her return to active employment. No such benefits shall accrue during the time period between honorable dismissal and recall. The employee will be placed on the salary schedule on the basis of the employee's previous District experience.

Section 11. Discipline and Discharge

Both the Board and Union agree with the tenets of progressive and corrective discipline. Disciplinary action shall consist of the following measures:

- a. verbal reprimand
- b. written reprimand

- c. suspension (notice to be given in writing)
- d. dismissal (notice to be given in writing)

When the seriousness of a particular offense makes the application of progressive discipline inappropriate, the appropriate disciplinary step may be taken.

An employee shall be entitled to the presence of a union representative at an investigatory review if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 12. Employee Assignments

The administration shall notify each employee by May 20 of the building assignment for the following year. As soon as possible, Paraprofessionals assigned to work with special needs students will be provided with information about their tentative assignment (e.g. teacher(s), student(s), etc.). If any change in assignment occurs thereafter, the administration shall notify affected employee(s) when that change occurs.

Section 13. Vacancies

If a vacancy occurs in a bargaining unit position, the vacancy shall be posted by the administration on the District website, in all schools, and a copy of the notice will be sent to the Union President. However, if the vacancy occurs during the summer vacation period, it will be posted on the District website, at the District office, and a copy of the notice will be sent to the Union President.

- A. Any bargaining unit employee shall have the opportunity to apply for such position so long as the individual possesses the qualifications as described on the posting.
- B. Bargaining unit employees who apply for a vacancy shall be given strong consideration when all other factors and qualifications are equal to an outside applicant.
- C. Special Education – Special education aides will remain in their original assignment for the entire school year, except in cases of extreme hardship or changes in enrollment as determined by the superintendent or designee.

Section 14. Voluntary Transfer

Classified employees who desire a transfer for the next school year shall notify the superintendent or designee in writing by April 15. The final decision on all voluntary transfers rests with the superintendent.

Section 15. Probationary Period

The probationary period for each new employee shall be sixty (60) workdays beginning with the first day duties are performed. During the probationary period, the employee may be discharged at any time without recourse under this agreement.

**ARTICLE VI**  
**LEAVES**

Section 1. Bereavement Leave

All employees shall be allowed up to five (5) paid workdays for each incidence of death of a member of the immediate family or household.

The term *immediate family* shall include parents, spouse, sisters, brothers, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Those days should be taken within reasonable proximity following the death. However, more flexibility in scheduling the use of such days may be available with the approval of the Superintendent after explanation by the employee.

Section 2. Family and Medical Leave

Eligible Bargaining Unit Members are entitled to leave according to the terms of the Family and Medical Leave Act ("FMLA") subject to the following provisions:

- A. "Eligible Bargaining Unit Member" means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months preceding the period of the requested leave.
- B. Eligible Bargaining Unit Members will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
  - 1. The birth of a child and the care for the newborn child.
  - 2. The placement with the Bargaining Unit Member of a child for adoption or foster care and the care for the newly placed child.
  - 3. To care for the Bargaining Unit Member's spouse, child, parent, or member of the Bargaining Unit Member's household with a serious health condition.
  - 4. A serious health condition that makes the Bargaining Unit Member unable to perform one or more of the essential functions of his or her job.
  - 5. For certain qualifying exigencies, as defined by FMLA, arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.

FMLA leave shall be extended for up to a total twenty-six (26) weeks per twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty.

- C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Under this method, each time a Bargaining Unit Member takes FMLA leave, the remaining leave entitlement would

be any balance of the twelve (12) weeks, which has not been used during the immediately preceding twelve (12) months.

- D. Bargaining Unit Members taking FMLA leave to care for a child, spouse, parent, member of the Bargaining Unit Member's household or the Bargaining Unit Member's own serious health condition may use accrued paid sick leave days concurrently with the running of the period of FMLA leave. For that period of FMLA leave for the birth and care of a newborn child during which the Bargaining Unit Member is unable to perform one or more of the functions of his or her job, the employee may use accrued paid sick leave days (for conditions for which sick leave is applicable) concurrently with the running of the period of FMLA leave.
- E. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the Bargaining Unit Member, family member, or member of the employee's household, the Bargaining Unit Member will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the Bargaining Unit Member will provide notice of the need for such leave as soon as practicable. Whenever feasible, the Bargaining Unit Member will provide the Superintendent with at least thirty (30) calendar days advance notice of intent to return from the leave.
- F. FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

### Section 3. Jury Duty

A leave of absence with pay shall be granted to any employee who serves jury duty. Days served on jury duty shall not be subtracted from sick leave or personal leave. The employee shall retain any jury duty pay received.

### Section 4. Personal Leave

Each employee shall be allowed to use two (2) paid days per year for personal leave, with the approval of the building principal. Personal leave days for part-time employees are limited to the length of their normal work day. Personal leave days shall be used for emergencies or for the purpose of attending to legal or personal business that cannot be conducted during non-school hours or non-school days, or for religious holidays. Personal leave shall not be used for vacation, travel, or other such purposes, and shall not be used to extend a holiday or vacation period without the prior consent of the superintendent. Except in cases of emergency, written advance notice of the necessity of personal leave shall be submitted two school days prior to the date of the leave to the building principal. In the case of an emergency, the employee must provide reason for the leave as soon as possible. Personal leave may not be used in increments of less than one half day at a time.

If one or neither of the employee's personal leave days have been used by the end of the school year, one such day may be added to the two (2) personal leave days allowed the following year. In no year, however, may the number of personal leave days available to the employee exceed three

(3). Unused personal leave days may be added to the following year's personal leave allotment or be added to the employees' accumulated Sick Leave at the end of the school year.

Section 5. Sick Leave

Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist, or other professional medical practitioner, birth, adoption or placement for adoption, and in the event of illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner of a member of the employee's immediate family per Section 24-6 of the Illinois School Code. Sick leave for birth is limited to 30 days, unless otherwise certified by a physician. Sick leave for adoption or placement for adoption is limited to 30 days. Each employee shall be entitled to annual sick leave based upon the employee's accumulated sick leave as follows:

No. of Accumulated Sick Leave Days	9 - 9½ - 10 Month Employee	12-Month Employee
Less than 50	10	12
50-74	12	14
75 and more	15	17

The determination of the annual sick leave allocation shall be based on the employee's accumulated sick leave as of the last employee work day of the previous year. Sick leave may accumulate up to 240 days. If an employee does not serve the full term of a work year, the absence allowance shall be prorated in proportion to time served.

There shall be paid to each employee who retires from District 113A after ten (10) years, \$20 per day for each unused sick leave day (not used for IMRF credit) accumulated in the District (less any sick leave days donated to the sick leave bank).

The School Board may require a physician's certificate in accordance with the provisions of Section 24-6 of the Illinois School Code.

Section 6. Employee Incapacity

Employees, who fail to perform their assigned duties due to physical or mental incapacity after exhaustion of available sick leave or who are reasonably suspected by the superintendent of being permanently incapacitated, may be considered for an incapacity review by the superintendent and subject to dismissal or other appropriate action by the Board. This section does not, however, limit the Board or the superintendent from exercising their authority under Sections 24-5 and 24-6 of the School Code. The following procedures shall apply to incapacity reviews:

- A. Consultation among the employee, the Superintendent, and the administrator directly involved with the employee must take place, if the employee is reasonably available, to discuss the review. If the superintendent decides to continue with the review after the conference, the employee shall be notified in writing with an explanation of the reasons for the review.

- B. At the expense of the district, the Superintendent shall arrange for examination(s) of the employee with qualified physician(s) of the superintendent's choice. At his/her own expense, the employee may arrange for a similar examination. Such examinations must take place within a reasonable period of time after notification of the review to the employee is made.
- C. If, in the opinion of the two physicians, the employee's condition is not of an incapacitating nature and will not adversely affect the employee's ability to perform assigned duties, notification of such shall be given to the employee, and no further steps shall be taken. No documentation pertaining to this procedure shall be placed in the employee's file.
- D. If, after review by the administration, any action is to be recommended by the superintendent to the Board, notice of the recommendation shall be sent to the employee.
- E. Before any action is taken by the Board, the employee shall be offered a reasonable opportunity to present facts and pertinent information to the Board in closed session.
- G. The decision of the Board after the review shall be reduced to writing. A copy, including the action of the Board, shall be sent to the employee. If the Board determines that the employee is incapacitated, the employee shall be granted up to one year's leave of absence, with the agreement of the employee and the Board. Sixty (60) days before the leave terminates, another review under steps B, C, and D above shall be held. If, at that time, new medical documentation shows that the employee is not incapacitated and is capable of full performance, the employee shall be reinstated at the termination of the leave in a position of which the employee is qualified. The leave shall be without pay or other benefits after available sick leave and FMLA leave have been exhausted. An employee on a leave of absence after exhaustion of sick leave and FMLA leave may continue to participate, at the employee's expense, in the group health insurance plan, as allowed by the insurance company. If the new medical documentation indicates that the employee is still incapacitated and not capable of full performance, the employee shall be deemed permanently incapacitated and shall be dismissed.

Section 7. Injury on the Job

An employee absent due to injury on the job shall be entitled to keep any workers compensation check to which he is entitled under the Workers' Compensation law and shall not be required to use sick leave days for the period of absence.

Section 8. Sick Leave Bank

After two (2) full years of employment in the District, any full-time staff member who has accumulated at least twenty (20) Sick Days shall be eligible to participate voluntarily in the Sick Leave Bank. Any staff member who desires to participate in the Sick Leave Bank shall submit written notice of intent to participate on the form provided. Such notice shall be given to the Union President within the first full week of school each year.

Participating staff members shall have deducted from accumulated sick leave two (2) days of credited sick leave as their initial contribution to the Sick Leave Bank. With the merge of the previous two district sick leave banks, all days currently in the Bank will remain within the balance for use by the new District Bank. In addition, participating staff members have thereby approved one additional sick leave day to be deducted from accumulated sick leave and contributed to the Sick Leave Bank at times when the committee shall deem it necessary to replenish the Bank.

Authorized withdrawals by participating staff members from the Sick Leave Bank shall be made only upon approval of the majority of the members of the Sick Leave Bank Committee. The committee's decision shall be final, and it shall only occur when the participating staff member's application for such a withdrawal has, in fact, fully depleted his/her sick leave credit, personal leave credit, and, if applicable, vacation leave credit, and is absent without pay for two (2) days. Maximum sick leave credit withdrawals from the bank for any continuing illness shall not exceed the difference between the accumulated sick leave of the applicant as of the date of such illness and a total of one hundred eighty (180) working days. Under no circumstances shall withdrawals from the Sick Leave Bank be used to extend a staff member's sick leave beyond the school year in which the illness first commenced.

The Sick Leave Bank Committee shall be composed of eleven (11) members. The members shall include two members of the Teacher's Bargaining Unit from each school, one member of the Support Staff Bargaining Unit, and one non-affiliated or administrative staff member, and the Lemont-Bromberek Council of Local 604 President.

Operating rules and regulations not outlined in this contract for the Sick Leave Bank shall be developed, implemented, and altered when approved by the majority of the committee. In the event that a majority decision cannot be reached by the Committee, the Board of Education shall make the final determination.

Membership in the Bank shall be voluntary. The staff members shall agree to indemnify and hold harmless the Board, individual members thereof, and its agents and employees from any and all claims, including but not limited to, the cost of the defense thereof, resulting from any action taken to effect compliance with this agreement.

Any staff member who is receiving benefits from a State retirement system and/or the Social Security System, or who is absent for illness due to work-related injuries (which are compensable under the Illinois Workers' Compensation Act) may not avail himself/herself of any benefits of the Bank.

Once a deposit is made by a staff member into the Sick Leave Bank, it cannot be returned except as provided above, and the maximum cumulative number of days shall be reduced permanently by the initial and all subsequent deposits.

A staff member who desired not to voluntarily participate in the Sick Leave Bank will not be eligible to participate until the next fiscal year. Once a staff member has voluntarily agreed to participate, he/she cannot withdraw from participation until the beginning of the next fiscal year. If a staff member does not voluntarily participate in the Sick Leave Bank, he/she cannot make withdrawals from the Bank.

Section 9. Vacation and Holidays

A. Vacation.

During the first year of employment, regular, full-time twelve (12) month employees may use up to five (5) days of paid vacation after completing six (6) months of employment and up to an additional five (5) days of paid vacation after the last six (6) months of employment. During the first year of employment, the number of vacation days will be pro-rated based upon the date of hire.

After completing the first year of employment, regular, full-time twelve (12) month employees shall receive annual paid vacation as follows:

<u>Completed years of Service</u>	<u>Vacation Entitled</u>
1-4 years	10 days
5-9 years	15 days
10+	20 days

Vacation days noted above will be available for use beginning July 1 and must be used by June 30. However, employees who have completed ten (10) years of District service may carryover up to five (5) days into the next year. The failure to use such carryover days within the following year will result in the loss of the carryover days without compensation. Unless noted above, vacation days shall not transfer to the next year except in extraordinary circumstances with the approval of the Superintendent.

No vacation days will be approved ten (10) work days prior to the opening of the school year or ten (10) work days after the end of the school year except in extraordinary circumstances with the approval of the Superintendent.

Upon the termination of employment, an employee will be compensated for unused vacation days.

In establishing vacation approvals, the employer shall consider the operating needs of the district.

B. Holidays

All Holidays allowed under this Agreement must coincide with the official school calendar as approved by the Board of Education. Those days not recognized as a holiday on the official school calendar, or as listed below, will not be given to the employees covered under this Agreement.

The following holidays shall be paid:

Labor Day	Christmas Eve	Presidents' Day **
Columbus Day	Christmas Day	Casimir Pulaski Day
Veterans' Day*	New Year's Eve	Good Friday
Thanksgiving Day	New Year's Day	Memorial Day
Day after Thanksgiving	Martin Luther King Day	Independence Day***

\*If Veterans' Day falls on a Saturday or Sunday, it shall not be observed as a holiday.

\*\*Presidents' Day or Lincoln's Birthday shall be recognized in accordance with the school calendar. If Lincoln's Birthday is recognized and it falls on a Saturday or Sunday, it shall not be observed as a holiday.

\*\*\*Independence Day only applies to twelve month employees.

Section 10. Weather

Twelve-month employees who are unable to report to work due to inclement weather conditions will charge such absence to personal leave or vacation leave.

Nine, nine and one-half and ten-month employees who are unable to report to work due to inclement weather conditions, even though the schools are officially open, will charge such absence to personal leave or serve this day as an additional work day at the end of the student school year.

In extra ordinary circumstances, with the approval of the Superintendent, absence may be charged to sick leave.

Section 11. Dock Days

Employees will utilize all of their approved accumulated time to cover vacation, sick, or personal time-off requests. Any request made for time off in excess of time earned or in excess of approved time, as a result of this Agreement, shall be denied unless previously approved by the Superintendent or designee or in the case of an emergency. If time is chronically taken in excess of that approved accumulated time as a result of this agreement, and without the prior approval of the Superintendent or designee, or is not taken in the case of bona fide reasons permitted for leave under the Family Medical Leave Act (FMLA), or is not taken in the case of a true emergency as evaluated and determined solely by the superintendent, the employee shall be considered insubordinate. In any event, all requests for "dock days" will be added to the personnel file of the individual making the request.

**ARTICLE VII**

**FRINGE BENEFITS/FULL TIME EMPLOYEES**

Section 1. Health Insurance

The Board shall maintain a major medical group health insurance plan. The Board shall contribute toward the cost of major medical health insurance up to the maximum amount stated below:

- A. Single Coverage: The employee who elects single coverage shall contribute forty dollars (\$40.00) per month toward the cost of single coverage with the balance of the cost paid by the Board.
- B. Dependent Coverage: The employee who elects dependent coverage shall contribute one hundred ten dollars (\$110) per month toward the cost of dependent coverage with the balance of the cost paid by the Board.

The features of the health insurance plan, the coverages provided, or the employee contribution obligation shall not be changed for the life of this contract unless approved by the Board and Local 604 Council.

If the benefit cost as calculated in these negotiations (that is, the total of the fixed cost rates and maximum claims liability rate for single and dependent coverage) increases by a factor of 10 percent or less in either 2011-12 or 2012-13, the Board will pay such cost increase.

If the benefit cost to the Board as calculated in these negotiations (that is, the total of the fixed cost rates and maximum claims liability rates for single and dependent coverage increases by a factor of more than 10 percent in either 2011-12 or 2012-13, the Board and employee shall share the cost of the increase above 10 percent (i.e. 50-50) for the cost of the plan chosen by the employee (i.e. single or dependent.)

The Board and Union shall convene a joint, on-going insurance committee consisting of the Council President/designee, Superintendent/designee, District Business Manager, Board Member, up to three selected by the Council President, one representative of Council Support Staff and one representative of bus driver/custodian bargaining unit. The parties may include, as needed, resource persons necessary for the committee to complete its task.

The purpose of the committee will be to review the District employee health insurance program and make recommendations, if any, to the Board and the Union relative to changes in plan design, cost containment, cost reduction, or expanded/enhanced coverage. Recommendations from the committee must be approved by the Board and the Union prior to implementation.

The Superintendent and the Union President will cooperate in setting committee meeting agendas, determining the frequency and date of committee meetings and facilitating the committee process, if necessary.

Section 2. Dental Insurance

The Board shall maintain a group dental insurance plan. The Board shall pay the full cost of single and dependent coverage under the district's dental plan.

Section 3. Life Insurance

The Board shall provide \$35,000 of group term-life insurance to each employee.

Section 4. Insurance for Retirement

Employees retiring from District 113A and immediately drawing Illinois Municipal Retirement Fund pension benefits will be allowed to enroll in the District-provided hospitalization insurance coverage. The retiree will be responsible for the full amount of the premium.

Section 5. Support Staff Retirement

Support staff employees represented by the Union, who are eligible to retire into the Illinois Municipal Retirement Fund ("IMRF") program, and who in fact retire into the IMRF retirement program on or after January 1, 2008, shall receive the retirement benefits set forth below. Eligible employees must meet the additional eligibility requirements in Sections A and C to receive the benefits set forth in those provisions.

- A. A service stipend equal to Two Hundred Dollars (\$200) for each year of full-time consecutive employment in District 113A, provided that the employee must have at least fifteen (15) consecutive years of full-time employment in District 113A to qualify for this payment. Payment will be made to the employee one month after

date of retirement.

- B. A payment of Twenty Dollars (\$20) per day of accumulated unused sick leave that is not used at retirement to establish IMRF service credit. Payment will be made to the employee one month after date of retirement.
- C. For eligible employees who give between one (1) and three (3) years of advance irrevocable written notice of retirement, the Board will, to the extent permitted by law, make a one-time pre-retirement payment to the employee's 403(b) account or to the employee's IMRF Voluntary Additional Contributions ("VAC") account. The payment will be one of the amounts listed below based upon the employee's total, full-time consecutive years of employment in District 113A at the time of the employee's retirement
- |          |         |
|----------|---------|
| 30 years | \$5,000 |
| 25 years | \$4,000 |
| 20 years | \$3,000 |
| 15 years | \$2,000 |

If the payment cannot legally be made to the employee's 403(b) account or IMRF VAC account, the Board, the Union, and the employee will negotiate an alternative method for the employee to receive the funds.

- D. Eligible employees wishing to receive the benefits of this section must submit an irrevocable written notice of intent to retire to the Superintendent no later than February 28 of any year of this Agreement. An employee's notice of intent to retire may only be rescinded (and then, only if a replacement employee has not been hired or the Board has not acted to reduce the number of employees) for one or more of the following reasons:
- a. death of a spouse; or
  - b. disability of the employee or spouse; or
  - c. loss of a bona fide employment of which was to be effective during retirement; or
  - d. other reasons of compelling emergency as determined solely by the Board. The Board's decision in such situations shall be non-reviewable and non-precedential with respect to granting or denying subsequent revocation requests.

In the event the Board permits a revocation, any benefits paid to the employee under this provision in anticipation of retirement must be repaid. Such repayment will be made pursuant to an agreement between the employee and the Board or designee. In the event no such agreement is reached, the repayment must occur within two (2) years of the approval of the revocation by the Board.

**ARTICLE VIII**  
**SALARY AND COMPENSATION**

Section 1. Pay Periods/Direct Deposit

All support staff employees represented by the Union will receive their wages over 24 pay periods to occur twice monthly on the 1<sup>st</sup> and 15<sup>th</sup> of each month. If a pay date occurs on a weekend or a holiday, the pay date becomes the last day the District Office is open. The Business Office will inform staff of the payroll dates annually.

The Board utilizes a direct deposit program, and bargaining unit members are strongly encouraged to participate in the direct deposit program. The District will follow the same pay schedule as outlined above with direct deposit. For those choosing to enroll in direct deposit, any change in the bargaining unit member's bank selection for direct deposit requires thirty (30) calendar-days notice prior to the effective date of the bank or account change.

Section 2. Salary

For the duration of this Agreement, employees will not receive an increase in compensation.

Section 3. Stipends

The learning resource center assistants shall work an additional 30 minutes each day with the schedule determined by the building principal and/or supervisor. A stipend of one thousand five hundred dollars (\$1,500.00) shall be paid annually for this time to those employees currently working in such capacity. For any current employee working as a learning resource center assistant who will benefit from being on a salary schedule which pays the employee for seven and one-half (7 1/2) hours worked and is more than the \$1,500 stipend, hourly pay will be awarded in lieu of the stipend. Beginning January 1, 2009, and for the remainder of this contract, all new employees hired as learning resource center assistants will be placed on the salary schedule and compensated as an hourly employee for the seven and one-half (7 1/2) hour work schedule with no stipend applied.

Section 4. Travel Compensation

Employees who use their personal vehicles for administration-approved, job-related purposes shall be compensated for that travel at the current IRS rate. This compensation shall be paid at the end of each trimester.

Section 5. Payroll Deductions

Upon written request from an employee, the Board shall deduct from the employee's regular pay checks up to four types of deductions and shall remit the designated amount to the payee designated by the employee.

**ARTICLE IX**  
**NEGOTIATIONS**

Section 1. Successor Agreements

Negotiations for any successor agreement shall commence in the final year of this Agreement upon notification in writing by either party that it desires to modify, change, amend, or terminate this Agreement. Such notification is to be given on or before March 1 of the year in which this Agreement is to expire. Upon receipt of such written notice, the parties shall agree upon a time and date for the first negotiations meeting which shall occur no earlier than February 1 and no later than April 1.

Section 2. Mid-Term Bargaining.

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any 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 matter, except as otherwise specifically provided in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, provided, however, any subject may be reopened for negotiations upon the agreement of both parties.

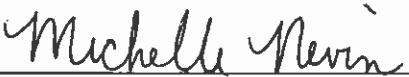
ARTICLE X  
DURATION


This Agreement shall be effective as of July 1, 2011 and shall continue in full force and effect through June 30, 2013.

EXECUTION OF AGREEMENT

This Agreement is signed this 26<sup>th</sup> day of July 2011.

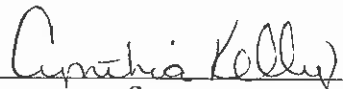
FOR LEMONT-BROMBEREK COUNCIL OF  
LOCAL 604 SUPPORT STAFF

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

FOR THE BOARD OF EDUCATION OF  
LEMONT-BROMBEREK COMBINED  
SCHOOL DISTRICT NO. 113A

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

## MEMORANDUM OF UNDERSTANDING

### INSURANCE PLAN DESIGN CHANGES

The Board and the Union agree to implement the following insurance plan design changes on July 1, 2011:

- a. Increase the deductible to five-hundred dollars (\$500) for single coverage and one-thousand dollars (\$1,000) for family coverage;
- b. Increase the out-of-pocket maximum to one-thousand dollars (\$1,000) for single coverage and two-thousand dollars (\$2,000) for family coverage;
- c. Increase the emergency room co-pay to one-hundred and fifty dollars (\$150);
- d. Add an urgent care co-pay of seventy-five dollars (\$75);
- c. Increase the prescription co-pay to \$5/\$25/\$40 and add a mandatory mail order requirement;
- f. Add a spousal surcharge of one-hundred and fifty (\$150) per month, which applies when an employee's spouse has access to coverage through his/her employment, but receives coverage through the District plan;
- g. Eliminate the deductible rollover; and
- h. Implement a single open enrollment period.