

Agreement

between

**North Boone CUSD #200
Board of Education**

and

North Boone Educational Support Staff

July 1, 2009 through June 30, 2012

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AGREEMENT

This Agreement is entered into as of the first day of July 1, 2009, by and between the NORTH BOONE COMMUNITY UNIT SCHOOL DISTRICT NO. 200 BOARD OF EDUCATION (hereinafter referred to as the "Board" and the NORTH BOONE EDUCATIONAL SUPPORT STAFF (hereinafter referred to as "NBESS").

ARTICLE I

RECOGNITION

The Board of Education of North Boone Community Unit School District #200 recognizes the North Boone Education Support Staff, IEA-NEA as the exclusive and sole bargaining representative for all regularly employed custodians, cooks, teacher assistants, library assistants, lunchroom assistants and secretaries. NBESS agrees to exclude, by specific position, the positions of bookkeeper and executive assistant to the Superintendent from the recognition clause of the NBESS collective bargaining agreement.

ARTICLE II

ASSOCIATION RIGHTS

FAIR SHARE

Employees who are not members of the Association shall, commencing sixty (60) days after their employment, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the North Boone Education Support Staff (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association.

The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and an affidavit, which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.

DUES DEDUCTION

Any employee who is a member of the Association who has applied for membership may sign and deliver to the District an assignment authorizing the deduction of membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and November 1 of any year. Such authorization shall include the deduction of the unpaid balance from the final check if the employee terminates employment prior to the payment of the full amount of the authorized deduction. Dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete service to the District.

USE OF SCHOOL FACILITIES

1. The Union President shall have the right to use District mail service and employee mailboxes and designated bulletin boards located in the faculty lounges for the following purposes:

Notice of union meetings, minutes of the union meetings, elections, results of elections, appointment of officers, and appointment of committees.

2. In the event the union desires to use the school building or facilities the union president shall submit a request in writing to the building principal. The request shall state the purpose of the uses, the date of the use, and the length of the use. The Union shall be responsible for all the clean up of the building or facilities and shall be billed for cleaning if the facility is not returned to a clean condition. The request shall be considered by the building principal and shall be subject to his or her written approval. Approval shall not be unreasonably withheld.

PAY PERIOD

Employees will receive their pay over (26) pay periods and be required to use direct deposit by December of 2009. Pay periods shall fall on alternate Fridays.

ASSOCIATION LEAVE

The Association shall be allowed up to 4 days non-cumulative leave, in aggregate, in any school year without loss of pay where such leave is necessary for Association business. A written notification of such leave shall be submitted to the Superintendent at least 10 working days prior to the requested day or days of leave. Exceptions will be made for the President due to time constraints. The Association President shall be allocated 2 days for Association business. No more that 3 employees may utilize the leave at any one time.

DISTRICT MEETING AGENDA

The Board shall make available to the President of the Association the regular Board agenda and a copy of the treasurer's report at the time of distribution to Board members. The Board will provide a copy of the approved minutes of open session Board meetings after they have been approved. The Superintendent will provide copies of other non-confidential Board meeting information upon request by the union president. No information will be made available to the union prior to it being made available to the public or the Board. The determination of what is non-confidential is at the sole discretion of the Superintendent.

SUBCONTRACTING

The Board and NBESS will work together to contain cost and avoid subcontracting work or services.

LABOR-MANAGEMENT

Upon request of either party, the parties shall meet to discuss matters of mutual concern. It is expressly understood that these discussions do not constitute bargaining.

ARTICLE III

MANAGEMENT RIGHTS

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

A. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.

B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, and to promote, demote and transfer all such employees.

C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.

D. To determine work schedules, the hours of work, including the requirement of overtime assignments and the duties, responsibilities and assignments of employees with respect thereof.

E. To establish the initial pay rate of each employee not to exceed Step 7 on the salary schedule. Factors that will be considered shall include, but not be limited to, experience, training, and specialized knowledge.

BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

An up-to-date copy of all Board policies and administrative regulations, which affect terms and, conditions of employment and work rules for employees covered by this Agreement shall be available to the employees.

JOB DESCRIPTIONS

Job descriptions providing minimum required skills and duties shall be developed by the Board with input from the Association. Such descriptions shall be reviewed and updated when deemed necessary by the Board. Such descriptions shall be made available to all employees.

PROBATIONARY PERIOD

Any new 10 or 12 month employee, shall be designated a “probationary” employee. The probationary period shall be 6 consecutive months, including 4 months with students in attendance except as otherwise provided herein. For purposes of computing probationary period, the months of June, July, and August shall not be considered months with students in attendance. Absences of 10 or more consecutive workdays shall extend the probationary period by a like number of workdays. A probationary employee may be discharged without recourse at any time prior to the end of the probationary period.

NEW EMPLOYEE ORIENTATION

All new employees may be required to attend a new employee orientation session not to exceed six (6) hours.

TIME CARD

Each employee may be required to turn in a daily time card on a form to be developed by the administration. If time cards are implemented, time clocks will be available to all employees.

ATTIRE

The Board may require appropriate standards of dress and identification for employees.

ARTICLE IV

EMPLOYEE RIGHTS

PROGRESSIVE DISCIPLINE

The Board shall normally follow the philosophy of progressive discipline when dealing with the discipline of employees. Nothing shall prevent the Board from omitting steps of progressive discipline or proceeding directly to dismissal if the acts are serious in nature. No employee will be suspended with loss of pay or discharged except for just cause. No prior warning will be required if the act(s) is/are serious in nature.

PERSONNEL FILE

All communications, including evaluations by supervisors or administrators, commendations and validated complaints, directed toward the employee, which are included in the employee's official personnel file, may be reviewed by the employee. An employee may write a rejoinder to any document and ask that the rejoinder be included in the personnel file. The employee, upon reasonable request, may review the employee's personnel file excluding letters of recommendation.

ARTICLE V

WORKING CONDITIONS

MEETINGS

Employees will be paid for any meetings beyond regular work hours when attendance is required by an administrator.

PAID LUNCH

The District shall continue the practice of providing a paid thirty (30) minute lunch as part of the employees' regular day for all employees scheduled to work a minimum of four and one half hours per day (4.5).

ARTICLE VI

SENIORITY, LAYOFF, RECALL AND TRANSFER

SENIORITY

An employee's seniority shall be based upon the length of service within a category or classification. If the employee is released as a result of the elimination of the position and is recalled to employment pursuant to statutory rights, the employee shall be granted the years of seniority earned prior to the release.

LAYOFF

If the Board decides to decrease the number of employees in any classification covered by this agreement, the least senior employee within the classification shall be laid off first, and so on.

Following a Reduction In Force (RIF) employees receiving health insurance benefits that are terminated during the RIF and who are subsequently rehired by November 1st of the following school year will be reimbursed for any health insurance premiums paid by the employee during the period of non-coverage if the employee chooses COBRA coverage using the District insurance carrier and maintaining the same level of coverage.

RECALL

If the Board has any vacancies in a classification covered by this Agreement, the Board shall first offer those positions to any employee on layoff in reverse order of layoff from said classification. Recall shall be in effect for two full school years following layoff.

In the event that an employee has been released due to a Reduction in Force, and then subsequently rehired into a different classification, the Association and the Board will work together to determine a placement on the salary schedule.

VACANCIES AND TRANSFERS

- 1) The District shall advise the Association as soon as practicable of any resignations that occur at any time and prior to posting the resulting opening.
- 2) In filling bargaining unit vacancies, current bargaining unit employees who have requested in a timely manner to be considered for those vacancies shall be granted an interview.

- 3) The Association shall be notified of the name of anyone being hired into a bargaining unit position on the first day of their employment.
- 4) Seasonal/temporary work opportunities will be posted.
- 5) Temporary positions that fall into bargaining unit classifications will not exceed 60 working days. Temporary positions that fall into bargaining unit classifications that extend beyond 60 working days will become permanent positions belonging to the NBESS Association.
- 6) Notices of vacancies shall be communicated by posting in all buildings and via "All Staff" e-mail during the regular school year. During the summer months, the District will post vacancies in the District Office along with utilizing the "All Staff" e-mail and paycheck mailings. Those employees not receiving paychecks in the summer, who want to be informed, will provide self-addressed envelopes. A failure to provide notice to employees during the summer shall not be subject to the grievance procedure.

ARTICLE VII

SALARY SCHEDULE

MAIN SCHEDULE

Twenty-five (25) step salary schedule.

Longevity equals the step increase each year beyond twenty five (25)

Salary Schedules:

Year 1 (2009/2010) = 2.75% base increase / 2.5% step

Year 2 (2010/2011) = 0 % base increase / 2.5% step

Year 3 (2011/2012) = 0 % base increase / 2.5% step

See Attached

SALARY STEP ADVANCEMENT

Employees who are hired on or before January 1st of the fiscal year will advance one step on the salary schedule the following year. Employees who are hired after January 1st of the fiscal year will remain on the same salary step the following year.

INTERNAL SUBSTITUTION

An employee who is used as a substitute for another employee in the District shall be paid at his or her regular rate or the rate of the employee who is substituted for, whichever is greater. In the event the employee is substituting for a teacher, the employee shall be paid at the rate of a substitute teacher if that rate is greater than the employee's regular rate.

APPROVED OVER-TIME

All time beyond the employees' regular workday is subject to prior approval by the administration.

403B COMMITTEE

A Board directed 403(b) committee, including a member of the Association, will be convened prior to any changes in the North Boone Community Unit School District #200 403(b) Plan. No changes shall cause the District to incur a cost for the administration of the plan.

RETIREE SUBSTITUTE PAY

Members who retire during or following the 2009/2010 school year, who have 8 years or more of service, who subsequently substitute for a District employee in the same classification from which they retired will be paid a 20% premium over the Board approved substitute rate. When an assignment exceeds 5 days, the premium will increase to 30%.

ARTICLE VIII

EXTRA ASSIGNMENT SCHEDULE

CONTRACTED EXTRA DUTIES

If a member of the bargaining unit performs extracurricular duties that are approved by the Administration, that employee shall be compensated at the same rate as certificated employees performing the same duties

SUMMER SCHOOL EMPLOYMENT

If the Board, in its discretion, offers a summer school program, employment opportunities for summer school will be posted at least 10 days after the decision has been made and funding has been secured. Employees desiring employment in the summer school program shall submit their applications on forms provided by the District. Employees who have applied for summer school positions will be notified of the action taken regarding their application as early as practicable. Preference will be given to existing staff.

ARTICLE IX

HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

The Board, throughout the term of this Agreement, will maintain a group major medical and dental insurance policy. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the insurance coverage in effect at that time. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, and prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Through the term of this contract the Board will pay the individual member's group major medical and dental insurance policy premium for all full-time employees. For purposes of this Article, full time employees are defined as employees who work and are paid for over 6.5 hours a day on a five-day a week basis for the school year.

Full-time employees that elect to do so may choose dependent coverage with the premiums for the coverage paid through payroll deductions. Employees may elect to do so annually during the open enrollment window. In the event a current part-time employee becomes a full-time employee the employee shall be eligible to take advantage of this provision. For full time members that choose dependent coverage, the District will contribute 45% of the employee's family dependent medical premium to offset the cost. In the event that other employee dependent options are available, the District will contribute 15% of the employee's spouse only medical premium and 10% of the employee's child/children only medical premium. The District will not contribute toward the employee's dependent dental or vision insurance premium.

Employees who choose not to take dependent health coverage during the annual open enrollment who experience life-changing circumstances that terminate other insurance coverage or add additional dependents may opt for dependent coverage outside the annual window with in thirty (30) days of said life-changing circumstances.

A Board directed insurance committee, including members of the NBESS, shall convene annually no later than February to begin assessment of the current coverage. The committee will investigate alternative insurance carriers, coverage, and related matters to advise the Board. Nothing herein shall be construed to limit the Board's discretion as to the carrier or the insurance policy at the time.

The extent of coverage under any insurance policies referred to in this agreement shall be governed by the terms and conditions as set forth in the policies. Any questions or disputes concerning the insurance policies or benefits hereunder shall

be resolved in accordance with the terms set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this agreement. However, nothing in this agreement shall be construed to relieve and insurance carrier(s) from any liability that it may have to the Board, employee or beneficiary of an employee.

ARTICLE X

PROFESSIONAL GROWTH

RECERTIFICATION

If an employee is required to certify or recertify in order to maintain their current position, the District will pay the cost of the program/test necessary once it has been completed/passed. The District will not assume cost incurred for test preparation.

EXTENDED FORMAL EDUCATION

50% of the savings due to decreases in health insurance premiums of NBESS members will be used to create and maintain an NBESS Formal Education Fund. Any unused portion from the prior years will be rolled over. The total fund will not exceed \$200 per member.

Tuition reimbursement shall be made for accredited college coursework that has been approved by the Superintendent and has a direct educational benefit to the performance of the employee's job.

The District shall reimburse an employee who makes proper application toward college credit up to \$100 per hour, not to exceed the actual cost of tuition. Reimbursement will be pro-rated based upon the amount of money available in total, divided by the total number of credits submitted, not to exceed the per credit amount. Transcripts must be received by the District office by October 1st, unless the District Office is closed, in which case they must be received by the next day that the District Office is open. Payout will be by November 20th.

ARTICLE XI

LEAVES

PROFESSIONAL LEAVE

If the administration or the Board requests or requires attendance at professional conferences, the employee shall be entitled to attend the conference on a paid leave basis.

ADDITIONAL LEAVE

Leave for valid and legitimate reasons may be granted to employees with the approval of the superintendent and with no reduction of salary of the employee. The cost of the substitute may be deducted from the pay of the employee.

SICK LEAVE

IMRF eligible employees are entitled to sick leave earned at the rate of 10 days per year (Prorated for part-time employees,) cumulative to 240.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this section, the term “immediate family” shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Sick leave shall be reported and charged in full or half day increments. If an employee’s absence on a particular day is for a period of time equal to no more than one-half (1/2) of the scheduled hours of work, excluding any meal break, for that day, he/she shall be charged for one-half (1/2) day of leave. Any absence which exceeds one-half (1/2) of that day’s scheduled hours of work shall be charged as a full day of leave. One (1) of the allowed sick days per school year may be used for any person not defined as family.

Any employee who is absent for three (3) or more consecutive days due to illness may be required to submit to the Administration a statement from his/her physician certifying he/she is able to return to work.

The Board shall notify each employee on or before September 1 of each year of the amount of accumulated sick leave.

	<u>Sick</u>	<u>Personal</u>
12 month employees	12	4
10 month full time employees	10	4

10 month part time employees	10	4
11 month employees	11	4

FAMILY MEDICAL LEAVE ACT

The Board will provide leave and benefits as mandated by the Family Medical Leave Act (P.L. 103-3) as promulgated by the United States Department of Labor.

ARTICLE XIII

RETIREMENT

BOARD-PAID RETIREMENT CONTRIBUTION

The District agrees to pay the required retirement contribution on all credible earnings to the Illinois Municipal Retirement Fund (IMRF) based on the current IMRF rate, which will be non-taxable according to the provisions of Internal Revenue Service Code Section 414 (h) (2).

RETIREMENT BONUS

Employees who have a minimum of 20 years of service to District 200 and wish to retire pursuant to the IMRF System of the State of Illinois and who notify the Superintendent with a letter at least six (6) months prior to their last day of service, of their decision to retire, shall receive the following benefit.

The District will pay each employee that meets the foregoing eligibility requirements a one-time salary stipend of \$100 per year for each full year of District 200 service to a maximum of \$3200, to be paid as a lump sum on the 45th day following notice at which time retirement shall be irrevocable.

In addition, the District will pay each employee that meets the foregoing eligibility requirements a per diem payment of \$30.00 for up to 20 unused sick days in excess of 240 days not applied toward IMRF.

ARTICLE XIV

GRIEVANCES

GRIEVANCE PROCEDURE

A grievance shall be any claim by an employee, or group of employees that a specified provision of the Agreement has been violated. Time limits are days when the District Office is officially open for business. The parties acknowledge that an employee may resolve problems through free and informal communications; however, a grievance shall be processed as follows:

Step 1 - The grievant shall attempt to resolve the grievance by oral discussion with his or her immediate supervisor or principal. Grievances must be filed within ten (10) days of the acts or events that are alleged to violate the contract. Failure to file the grievance within the time limits shall bar the processing of the grievance.

Step 2 - If a settlement cannot be reached within ten (10) days after the discussion in Step 1, the grievant may present the grievance in writing to the Superintendent, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievance must identify the section(s) of the contract that are alleged to have been violated and the events /actions that are alleged to have violated the specified sections. Within ten (10) days of the meeting, the Superintendent shall provide the grievant and Association with a written decision including reasons for the decision.

Step 3 - If the grievance is not resolved at Step 2, then the grievant may refer the grievance to the Board of Education for a hearing at its next regularly scheduled meeting. Within ten (10) days of the meeting, the Board shall provide the grievant and Association with a written decision including reasons for the decision.

Step 4 - If the grievance is not resolved at Step 3, the Association may submit the grievance to final and binding arbitration under the American Arbitration Association rules and procedures. The parties shall share arbitrator fees and expenses equally.

Time limits may be extended by mutual agreement.

An employee may be represented by an Association representative at any step in procedure, including informal communications.

A grievance may be withdrawn at any step.

All records related to a grievance shall be filed separately from the personnel files of employees.

ARTICLE XV

UNINTERRUPTED SERVICES

NO STRIKE

During the terms of this agreement, the Association agrees not to strike, nor to engage in any concerted activity, which would result in a slow down, or withholding of services.

ARTICLE XVI

NEGOTIATIONS

IMPASSE PROCEDURE

In the event impasse is reached as defined by the IELRA, the parties will utilize the services of the FMCS

ARTICLE XVII

EFFECT OF AGREEMENT

DURATION

This Agreement shall be effective upon execution, and shall remain in full effect until midnight on the 30th day of **June 2012**.

RENEGOTIATION

No item agreed to shall be deemed capable of renegotiation to be affective during the terms of this agreement unless mutually agreed to in writing by the parties.

CHANGES

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties or a ratified written amendment.

SEVERABILITY

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, illegal, void or otherwise unenforceable, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

**NORTH BOONE COMMUNITY UNIT
SCHOOL DISTRICT NO. 200
BOARD OF EDUCATION**

**NORTH BOONE EDUCATIONAL
SUPPORT STAFF**

By: _____
President

President

By: _____
Secretary

Secretary