

MASTER AGREEMENT

between

**BOARD OF EDUCATION
CICERO SCHOOL DISTRICT 99
Cook County, Illinois**

and

**CICERO COUNCIL UNION – PSRP UNIT
WEST SUBURBAN TEACHERS UNION
Local 571, American Federation of Teachers**

July 1, 2013 – June 30, 2017

Table of Contents

DEFINITIONS 1

AGREEMENT 1

I. RECOGNITION 2

II. GENERAL PROVISIONS OF AGREEMENT 3

 A. Fair Share..... 3

 B. Copies of Agreement 4

 C. Rights and Privileges 4

 D. Information for Union President..... 4

 E. Union Activities During Work Day 4

 F. Deduction of Union Membership Dues 5

 G. Union Use of School Buildings, Facilities, Services 5

 H. Employees’ Freedom of Association..... 5

 I. Concerns Committee..... 5

 J. Student Supervision 6

 K. Professional Appearance..... 6

III. WORKING CONDITIONS, FAIR PRACTICES and BENEFITS 6

 A. Seniority 6

 B. Reduction in Force..... 7

 C. Vacancies and Transfers 7

 D. Hours of Work 8

 E. Job Descriptions and Evaluations 9

 F. Discipline..... 10

 G. Personnel File 10

 H. Overtime 11

 I. Probation..... 11

 J. Institute Days/Inservice Training..... 12

 K. Conditions of Employment/Notification of Assignment 13

 L. Assaults and Vandalism..... 13

 M. Conditions of Employment 13

 N. Health Insurance 14

 O. Holidays..... 16

P.	Substitution	18
Q.	Retirement Allowance	19
R.	Pay Option	19
S.	Tuition Reimbursement	20
T.	Travel Compensation	20
U.	Training.....	21
V.	Staff/Student Ratio.....	21
W.	Sick Day Bank	21
<u>IV.</u>	<u>LEAVES</u>	23
A.	Sick Leave.....	23
B.	Bereavement Leave.....	24
C.	Personal Business	24
D.	Jury Duty.....	25
E.	Vacation.....	25
F.	Leave of Absence.....	25
<u>V.</u>	<u>GRIEVANCE and DISCIPLINE PROCEDURES</u>	26
A.	Grievance Procedures	26
B.	Discipline Procedures	28
<u>VI.</u>	<u>SALARY PROVISIONS</u>	30
A.	Longevity	30
B.	Salary Percentage Increases	30
C.	Nurse Salaries.....	30
D.	Longevity	30
E.	Degree Stipend	31
<u>VII.</u>	<u>TERMINATION</u>	31

<u>EXHIBIT A – SALARY SCHEDULE Program Assistants/Media Aides</u>	32
<u>EXHIBIT B – SALARY SCHEDULE Nurses</u>	33
<u>EXHIBIT C – SALARY SCHEDULE District-Level Clerks and Computer Technicians</u>	34
<u>EXHIBIT D – SALARY SCHEDULE 10-Month School Clerks</u>	35
<u>EXHIBIT E – SALARY SCHEULE 12-Month School Clerks</u>	36

DEFINITIONS

The term “BOARD” shall hereinafter refer to:

Board of Education
Cicero School District 99
Cook County, Illinois

The term “PSRP” shall hereinafter refer to:

All members of the bargaining unit as defined in Article I of the Agreement

Cicero Council – PSRP Unit
West Suburban Teachers Union
Local 571, American Federation of Teachers

AGREEMENT

This Agreement, entered into this 10th day of October, 2013, by and between the BOARD OF EDUCATION for CICERO SCHOOL DISTRICT 99, Cook County, Illinois, (“BOARD”) and the CICERO COUNCIL – PSRP UNIT, WEST SUBURBAN TEACHERS UNION, Local 571, American Federation of Teachers (“UNION”).

WITNESSETH

The Board and Union agree as follows:

I. RECOGNITION

- A. The Board of Education of Cicero School, District 99, Cook County, Illinois (hereinafter referred to as “Board” or “Employer”) recognizes the Cicero PSRP Council of the West Suburban Teachers Union Local #571, IFT-AFT-AFL-CIO (Hereinafter referred to as the “Union” as the exclusive bargaining agent for all full-time Program Assistants in all departments (including any other educational support personnel working in the schools with direct student contact); Media Program Assistants; School Clerks, Interpreters, Nurses (non-school certified registered nurses (RN), licensed practical nurses (LPN), District-level Clerks and Computer Technicians.

- B. If any article, section, or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and provision shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section of provision.

- C. The Union acknowledges that the Board has the responsibility and authority to manage and direct on behalf of the public all of the operations and activities of the District to the full extent provided by law, including such areas or discretion or policy as the functions of the Board, standards of services, the Boards overall budget, the organizational structure, selection of new employees, and direction and assignment of employees. All functions, rights, powers or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws of the State of Illinois and the United States and as authority properly exercised by the Board. Nothing in this clause diminishes the Boards duty, if any, under the Illinois Educational Labor Relations Act to negotiate mid-term changes in wages, hours, and working conditions not specifically covered by this agreement.

- D. This agreement shall be automatically renewed for the succeeding school year upon reaching the stated expiration date of this Agreement, unless either party notifies the other by letter, not earlier than January 15th, but before April 30th. In the event of such notification, both parties shall begin to negotiate a new agreement, and shall set up a preliminary negotiations meeting within thirty (30) days after such notification and shall provide each other with copies of their proposals.

II. GENERAL PROVISIONS OF AGREEMENT

A. FAIR SHARE

1. The provisions of this Article apply only to employees covered by the Agreement who are hired after the effective date of this Agreement and to employees who are Union members as of the effective date of this Agreement, but who subsequently resign from the Union. The Provisions of this Article do not apply to employees who are not Union members as of the effective date of this Agreement. Employees covered by this Article shall be referred to below as “covered non-members.”
2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the “covered non-member” employees and remitted to the Union, provided, however, that the Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
3. The Board shall cooperate with the Union to ascertain the names of all employee “covered non-members” of the Union from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.
4. The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
5. Upon adoption of a union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
6. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Union and the Board, hereby, agree to comply with Labor Board rules. The Board shall forward the objector’s fee or portion of the objector’s fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector(s).
7. 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 Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

8. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on these matters immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

B. COPIES OF AGREEMENT

1. The administration shall make copies of this Agreement available electronically, via the District website, in a searchable format to the Union within thirty (30) working days after its execution.
2. The Board shall provide each new employee with access to an electronic copy of this agreement at time they are hired.

C. RIGHTS AND PRIVILEGES

All rights and privileges currently enjoyed by the clerks, program assistants, registered nurses, licensed practical nurses, District-level Clerks and computer technicians, individually, or as a group, shall remain in full force and effect except as may be amended by this Agreement.

D. INFORMATION FOR UNION PRESIDENT

1. The Union President will be furnished a copy of the final agenda of each regular and Special Board meeting at the same time the agenda is sent to all Board Members. The Board shall send the Union President, upon his or her request, the annual fiscal year and financial statement and audit, the approved tentative budget, treasurers reports, the names and addresses of new employees in the bargaining unit unless otherwise requested by the employee, and regularly prepared statistical information pertaining to wages paid and benefit coverage to the extent such information is subject to disclosure under the Illinois Freedom of Information Act. Nothing in this section shall be construed as to require the Board to prepare any statistical information for the Union.
2. The Union PSRP Vice Presidents shall be included in the District 99 Employee Directory.

E. UNION ACTIVITIES DURING WORK DAY

Upon mutual agreement, members of the administration and Union officials may meet to discuss mutual concerns during the work day. Bargaining unit members shall not perform Union duties or services during working hours.

F. DEDUCTION OF UNION MEMBERSHIP DUES

The Board shall deduct Union membership dues from bargaining unit members on a continuing basis in the manner in which it deducts union dues from members of other bargaining units within the District. The Board will transmit to the Union or the Union designee such dues in the usual course of business in the manner which it transmits dues from other bargaining units.

G. UNION USE OF SCHOOL BUILDINGS, FACILITIES, SERVICES

1. The Union may use available school building areas at such locations and times as may be authorized by the Superintendent or his/her designee provided that such meetings do not conflict with the regularly scheduled day or any other previously scheduled activities. Any request must be made at least forty-eight (48) hours prior to such meeting.
2. The Union may use regular school bulletin boards for posting its notices in such spaces as the Board shall assign for such purpose. All notices and materials posted are to be signed and dated by the authorized Union representative and approved by the principals or their designees.
3. The school mail boxes and inter-school mail service may be used to facilitate the dissemination of information for Union purposes. All information to be disseminated shall be verified by an authorized Union representative and approved by the principal or his/her designee.
4. The Board shall provide each program assistant with a storage unit, locker or file cabinet in his/her classroom that can be locked. In addition, the Board shall, within the term of this agreement, provide each special education classroom as defined by Part 226 of Title 23 of the Illinois Administrative Code (Special Education) with a work station/desk for the use of the program assistant(s) in the classroom. The Union and Administration will work to identify available work stations/desks in the District for use by the program assistants.

H. EMPLOYEE FREEDOM OF ASSOCIATION

Employees may join and participate in such organizations as they desire, or may refrain from doing so. The Board and the Union recognize this freedom of association and shall refrain from any action that violates this principle.

I. CONCERNS/PROFESSIONAL ISSUES

Job related issues will be addressed through the existing Professional Issues Committee.

J. STUDENT SUPERVISION

When a student is sent to the office, the employee will contact the Building Administration for directions related to the individual requiring supervision and in accordance with administrative policy. The supervision by the employee shall not be in excess of the time necessary to contact an appropriate administrator and secure appropriate supervision.

K. PROFESSIONAL APPEARANCE

All members of the PSRP Bargaining Unit shall observe the same guidelines for professional appearance as is expected of the certificated teaching staff.

III. WORKING CONDITIONS, FAIR PRACTICES AND BENEFITS

A. SENIORITY

1. Seniority shall be defined as the length of continuous services to District 99 and shall be applied district-wide in the bargaining unit. Upon employment, each employee shall receive a seniority date which shall be the date the Board approves his/her employment or the first day of actual work whichever is earlier. If two (2) or more employees have the identical seniority, the Superintendent shall retain the employee best qualified for the position.
2. Continuous service is broken only by one of the following:
 - a. Voluntary quitting or resignation
 - b. Discharge for proper cause
 - c. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a layoff when a notice of ten (10) or more work days has been delivered to the employee by certified mail at the last address filed by the employee with the Board office.
 - d. Retirement
3. Continuous Service shall not be broken during an approved leave-of-absence, layoff, or disability.
4. A seniority list shall be prepared annually by the employer and delivered to the Union President no later than February 1st of each school year.

B. REDUCTION-IN-FORCE

1. If the Board determines to reduce the number of employees in the bargaining unit, all probationary employees shall be terminated prior to the release of any non-probationary employees.
2. Any reduction-in-force and/or recall of employees shall be in accordance with Section 10-23.5 of the Illinois School Code (105 ILCS 5/10-23.5).
3. The parties recognize that within the bargaining unit are ten (10) separate classifications of employees:
 - a. 10-month School Clerks
 - b. 12-month School Clerks
 - c. Media Program Assistants
 - d. Program Assistants
 - e. Registered Nurses
 - f. Licensed Practical Nurses
 - g. 10-month District-level Clerks
 - h. 12-month District-level Clerks
 - i. Computer Technicians
 - j. Interpreters

C. VACANCIES AND TRANSFERS

1. All vacancies, newly-created positions or other positions covered by this Agreement shall be posted for at least five (5) working days, during which time the Board shall not fill the position except on a temporary basis. The Board shall consider all applications submitted within the posting period. Vacancies shall be posted on the District website. Applications for such positions must be made via the District's online application system and received by the District during the posting period. Employees shall receive online verification confirming the receipt of the application within two (2) days. Positions shall be posted as they become available.
2. The Board reserves the right to make assignments of employees within the bargaining unit. The seniority of the bargaining unit members shall be used as a final determining factor in transfers only if all factors are considered equal by the administration upon review of qualification, reasons for the transfer, District needs, and Board policies. Any employee being transferred shall be notified of the transfer by the Superintendent/designee. At the employee's request, a conference shall be held with the Superintendent or his designee and a Union representative to discuss the reasons for the transfer. No employee who is involuntarily transferred shall suffer a salary reduction as a result of the transfer; however, the employee's salary will be frozen until the regular scheduled salary for the position to which the employee is transferred exceeds the employee's salary at the time of transfer. Transfers may be made so long as the employee and

Union President are notified at least three (3) school days in advance of the transfer of a ten (10) month employee or at least three (3) business days in advance of the transfer of a twelve (12) month employee. The advance notice requirement does not apply in the case of a transfer due to an emergency for any employee.

3. Upon transfer or assignment of new duties, staff members will receive timely and necessary training to assure competence in the performance of these new job responsibilities during work hours by either District or non-District trainers. The Union or an employee in the job position may provide input for training which is relevant to the job responsibilities and duties of the specific position for consideration by the District.

D. HOURS OF WORK

1. The normal work week for employees shall be Monday through Friday, unless otherwise specified in this Agreement and shall not exceed the specified number of hours per week listed below:
 - a. 10 month School Clerk and Interpreters: 8 hours per day, 40 hours per week
 - b. 12 month School Clerk: 8 hours per day, 40 hours per week
 - c. 10 month District-level Clerk: 8 hours per day, 40 hours per week
 - d. 12 month District-level Clerk: 8 hours per day, 40 hours per week
 - e. Program Assistants/Media Program Assistants: 6 hours per day, 35 hours per week
 - f. Registered Nurse: 6 hours, 10 minutes per day, 30 hours, 50 minutes per week
 - g. Licensed Practical Nurse: 6 hours per day, 35 hours per week
 - h. Computer Technicians: 8 hours per day, 40 hours per week

The Administration may from time to time assign overtime work. During the summer and spring break, twelve month school clerks shall start no later than 7:30 a.m. and work four (4) days per week for six (6) hours per day.

2. Employees working six (6) hours or more per day shall receive a duty-free lunch period of thirty (30) minutes. Except for program assistants, employees working seven (7) hours or more per day shall receive two (2) fifteen-minute breaks.
3. 10 month School Clerks, 10 month District-level Clerks and Interpreters shall work an additional three (3) weeks before the start of the school year and one (1) week after the last day of school.
4. The position of bus aide is to be posted consistent with other District positions. Compensation paid will be equal to the hourly program assistant pay for the individual program assistant for bus duty hours worked.
5. Nurses shall work 185 days per school year. Nurses shall begin working one (1) week before school opens. Nurses shall work the same hours as the certificated staff members for Parent-Teacher Conferences. In addition, Nurses will work an

additional hour on at least two (2) Wednesdays not more than three (3) Wednesdays per school year. For the Wednesdays that the Nurses work an additional hour, they shall be compensated at a rate of \$30.00 per hour. Nurses shall receive the administrative checkout procedures at least two (2) weeks prior to the last day of student attendance.

6. Program Assistants shall be issued keys for their assigned classrooms.
7. Elementary School Clerks, District-level Clerks, Interpreters and Computer Technicians shall work Monday – Friday from 7:30 a.m. to 4:00 p.m. except that Junior High School Clerks, Attendance Clerks, and Service Center Clerks shall work from 7:00 a.m. to 3:30 p.m. A one hour variance in the start time or end time of the employees' regular work hours shall be allowed for scheduling the District-level Clerks and Computer Technicians with the approval of the Superintendent or designee and no less than forty-eight (48) hours notice to the affected employee(s). In addition, if the need arises to schedule a Computer Technician outside of the normal work hours or permitted variance to have such work performed in a manner which is least disruptive to the school environment, a scheduling adjustment is permitted with the approval of the Superintendent or designee and no less than forty-eight (48) hours notice to the affected employee(s). During the summer, all District-level Clerks and Computer Technicians shall maintain normal work hours.
8. A Program Assistant/Bus Aide who is not present due to the use of sick or personal leave for a half day may complete his/her Bus Aide position for the portion of the day the Program Assistant is present.
9. The Board shall endeavor to have at least one full-time School Clerk in each school building.

E. JOB DESCRIPTIONS AND EVALUATIONS

1. The Board reserves the right to develop job descriptions for all positions within the bargaining unit. Employee job descriptions shall specify duties and tasks and identify the immediate supervisor. Changes to the job descriptions that involve significant addition or deletion of duties will be made available to the affected employees and representatives of the bargaining unit for review within a reasonable time-period of the modification.
2. The Board reserves the right to develop evaluation plans for all positions within the bargaining unit. Such evaluations shall be developed via committees including representation from this bargaining unit, administrative representation, and representation from certified staff. Committee recommendations for such evaluation plans will be submitted to the Board for approval. Review of evaluation plans will be made as needed. If a new evaluation plan is developed, an employee shall not be evaluated until at least thirty (30) days after the new evaluation plan has been presented to the affected employees.

3. Job descriptions for employees covered by this agreement shall be provided annually to the President within two (2) weeks after the beginning of the school year. If there is a change in an employee job description from the previous year which is deemed to be a change in working conditions, the parties shall bargain the impact of the modification to the job description in accordance with the Illinois Educational Labor Relations Act.
4. Program Assistants shall be evaluated at least once per year. If a Program Assistant receives a negative evaluation, the Program Assistant shall be evaluated a second time during the school year in order to determine if his/her employment will be renewed for the next school year.

F. DISCIPLINE

1. Employees who have successfully completed their probationary period may be suspended or dismissed by the Board for incompetency, negligence, inability to perform assigned job functions, immorality, or other sufficient cause. Employees subject to suspension or dismissal shall be given a statement of the charges against them in writing. Prior to any decision being made, the employee shall be given an opportunity to meet with the Superintendent at a Step Three conference pursuant to the grievance procedure.
2. In the event a decision to suspend or dismiss any employee is made by the Superintendent, the employee may proceed to a Step Four grievance hearing with the Board of Education. In the event a suspension or dismissal decision is made by the Board of Education, the employee may proceed to Step Five (arbitration) in accordance with Section V(2) of this Agreement.

G. PERSONNEL FILE

1. At an employee's request, his or her personnel folder on file at the Administration Building will be available for inspection during regular business hours. Any examination will take place in the presence of a secretary or other party in charge of filing records. Upon request, the employee shall be provided with one copy of reports, evaluations and documents contained in the folder. Confidential material, references and similar material shall not be accessible to the employee. Materials related to disciplinary matters may be removed, upon receipt of a written request of the employee, no sooner than two (2) years after the disciplinary action/investigation was concluded.

2. When a report relating to observation, evaluation or performance is written concerning an employee by a teacher, supervisor, or administrator, the employee shall be given an opportunity to review such report before it is forwarded for any type of action or placed in the employee's file. Upon such review, the employee shall affix his/her signature, indicating that he/she has read the report. The employee may submit a written statement explaining the employee's position, which statement shall be attached to the report.

H. OVERTIME

All overtime must be pre-approved by the Superintendent or his/her designee. Overtime which is not pre-approved by the Superintendent or his/her designee shall not be compensable unless, the Superintendent or his/her designee deems the overtime as necessary after the work has been performed and the request has been submitted. Overtime rates shall be paid at one-and-a-half times the employee's regular hourly-rate of pay only if the employee works hours in excess of the hours established in Article 4(a) above for the respective position.

REGISTERED NURSES

Registered nurses shall receive \$30.00 per hour for any work performed over thirty (30) hours fifty (50) minutes actually worked in one week.

I. PROBATION

1. New employees shall serve a probationary period for one (1) year after they are hired. Such employees shall be deemed to have successfully completed their probationary period unless they receive a notice of dismissal, in writing, from the Board on or before May 15th, of the probationary year. Employees must be hired by October 31st of the school year to be eligible to complete their probationary period.
2. The Board may terminate an employee at any time during the probationary period provided it first gives written notice of deficiencies after which the employee shall have thirty (30) calendar days to improve job skills. At the conclusion of said thirty (30) day period, the Board in its discretion may release the employee with a two-week notice. However, in the event the employee engages in misconduct of a serious or irremediable nature, the probationary employee may be subject to immediate dismissal.
3. Probationary employees may not initiate any grievances relating to their suspension or dismissal.

J. INSTITUTE DAYS/INSERVICE TRAINING/PLANNING

1. Employees required to attend institute days shall receive their hourly salary for the hours of attendance unless such attendance would cause the employee to work more than his/her regular work week, as defined in Article III(4)(a), thereby causing the employee to be paid at his/her overtime rate.
2. Program Assistants/LPNs may be required, periodically, to attend inservice meetings prior to or after the work day. They shall be paid their hourly salary for the hours of attendance. Overtime pay would be earned if attending the meeting resulted in the employee working more than his/her regular work week, as defined in Article III(4)(a), thereby causing the employee to be paid at his/her overtime rate. Program Assistants/LPNs shall be given two (2) week notice if attendance at an institute or inservice program will be mandatory.
3. Employees will be eligible for reimbursement of expenses to attend out-of-district conferences pending approval of the Superintendent or designee. Employees shall be notified of the approval/denial to attend the conference/workshop within two (2) weeks of his/her submission of the application to the Superintendent.
4. Employees may use certain institute and/or SIP days as identified by the Superintendent or his/her designee in order to view the required GCN videos. In addition, the Superintendent or his/her designee may designate time during the work week for the purpose of multiple individuals to view the GCN videos as a group.

Also, School clerks are required, as a condition of employment, to obtain Illinois Department of Public Health Vision and Hearing Screening certificates if classes are reasonably available. Failure to participate in certification or re-certification training or failure to complete and pass such training after four (4) attempts will be grounds for dismissal. School clerks shall be provided uninterrupted time during the work day, as designated by the Superintendent or his/her designee, in which to complete the required classes to obtain the Vision and Hearing Screening certificates during work hours. Such hours shall include certain institute and/or SIP days as identified by the Administration.

5. Employees may elect to attend one building or curricular meeting per month. Program Assistants may elect to stay for a planning session with their supervising teacher on one (1) Wednesday per month in lieu of the building or curriculum meeting. The employee must submit a time card to be paid at their current hourly-rate for that monthly meeting unless such attendance would cause the employee to work more than his/her regular work week, as defined in Article III(4)(a), thereby causing the employee to be paid at his/her overtime rate. Nurses who elect to stay for any meetings more than those required shall be paid at the rate as determined in Article III(8).

6. The administration shall make every effort to schedule concurrent inservice training for secretaries and clerks. The topics, times, and places shall be determined by the administration.
7. When a pay day coincides with an institute day, program assistants shall be able to pick up their checks when they become available at their respective buildings or where designated by the Business Office.

K. CONDITIONS OF EMPLOYMENT/NOTIFICATION OF ASSIGNMENT

1. Members of the bargaining unit are subject to assignment each year by the Administration. When more than one employee requests a transfer, seniority of the bargaining unit members will be used as a final determining factor in transfers only if all factors are considered equal by the administration upon review of qualifications, reasons for the transfer, District needs, and Board policies.
2. Notification of tentative assignment and commencement of work for the following school term shall be made in writing not later than two (2) weeks before the close of the current school term.

L. ASSAULTS AND VANDALISM

1. In any case in which a Principal has been notified that an employee has been assaulted and/or battered in the course of his/her employment, the Principal shall promptly notify the Superintendent of the incident. Upon notification, the Superintendent shall immediately notify the proper local law enforcement agency/agencies if it is determined to be warranted. The Principal shall also notify the parent/guardian of the student (if the assault and/or battery was committed by a student).
2. When damage has been caused to an employee's private automobile by a pupil or employee of District 99 during the course of an employee's work day, the school staff and Administration will assist in apprehending the individual and in collecting the cost of such damage so long as the employee has filed a report with the Building Principal and a police report with the Town of Cicero Police Department.

M. CONDITIONS OF EMPLOYMENT

The Union agrees that there shall be no strike or withholding of services during the term this Agreement is in full force and effect.

N. HEALTH INSURANCE

1. The BOARD agrees to provide hospitalization and major medical insurance including full coverage of maternity costs, providing benefits not less than those being presently provided to the employees at the cost listed below for employees pursuant to salary level. Married employees, or employees with a spouse as defined by 750 ILCS 75/1 et. seq., shall be provided benefits for themselves, their spouses, and their dependents. Unmarried employees shall be provided benefits for themselves and their dependents, if any.

2. Full-time employees who elect to participate in the District’s insurance program shall pay the amount listed below per check for twenty-four (24) checks annually based upon the employee’s base salary**:

UNDER \$43,598

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	<u>\$31.50</u>	<u>\$61.78</u>
2014-2015	<u>\$33.25</u>	<u>\$63.67</u>
2015-2016	<u>\$35.00</u>	<u>\$65.54</u>
<u>2016-2017</u>	<u>\$36.75</u>	<u>\$67.41</u>
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	<u>\$36.75</u>	<u>\$65.53</u>
2014-2015	<u>\$38.50</u>	<u>\$69.29</u>
2015-2016	<u>\$40.25</u>	<u>\$73.03</u>
<u>2016-2017</u>	<u>\$42.00</u>	<u>\$76.77</u>
<u>PPO</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	<u>\$38.50</u>	<u>\$71.14</u>
2014-2015	<u>\$40.25</u>	<u>\$74.91</u>
2015-2016	<u>\$42.00</u>	<u>\$76.78</u>
<u>2016-2017</u>	<u>\$43.75</u>	<u>\$78.65</u>

OVER \$43,598

<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$45.00	\$82.50
2014-2015	\$47.50	\$85.00
2015-2016	\$50.00	\$87.50
2016-2017	\$52.50	\$90.00
<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$52.50	\$87.50
2014-2015	\$55.00	\$92.50
2015-2016	\$57.50	\$97.50
2016-2017	\$60.00	\$102.50
<u>PPO</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2013-2014	\$55.00	\$95.00
2014-2015	\$57.50	\$100.00
2015-2016	\$60.00	\$102.50
2016-2017	\$62.50	\$105.00

**Individuals grand-parented in a twenty-one (21) check pay period shall be charged the same total amount as individuals who receive his/her salary in a twenty-four (24) check pay period. As such, individuals who are grand-parented into a twenty-one (21) check pay period will have the total rates paid above divided by twenty-one (21) OR as currently practiced if different than twenty-one (21) equal payments.

3. Coverage will be specified in an annual summary of benefits provided by the insurance broker.
4. An insurance committee shall be established. The Committee will be composed of eight (8) members appointed by the Union, four (4) Board appointees, one custodian; one bus driver; and one exempt employee. The Committee shall meet annually or as needed to review the District's insurance program. The Committee may prepare recommended modifications or changes in the insurance program to be submitted to the Board and the Union for ratification.
5. The District will provide a wellness program at no cost to the employee at a site(s) of the District's choosing.

6. The Board reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service so long as the coverage(s) selected are comparable to the current coverage.
7. Any full time member employed on or prior to June 30, 2013, who has been exercising his/her option to purchase health insurance pursuant to Section 8(a)(i) above, may elect to receive \$1,500.00 as additional compensation in lieu of purchasing single health insurance coverage (if the employee is ONLY eligible for District single health insurance), \$2,275.00 as additional compensation in lieu of purchasing family insurance (if the employee is eligible for District family insurance BUT the individual purchases District single health insurance) OR \$3,000.00 as additional compensation in lieu of purchasing ANY District health insurance (if the employee is eligible for District family insurance and chooses not to purchase any District health insurance).

Such a decision to accept the additional compensation in lieu of purchasing District health insurance must be made by the employee prior to the open enrollment period in any school year in which the additional compensation is to be paid. Said additional compensation shall be added to his/her gross salary and paid in equal installments as part of his/her regular paycheck. Any amounts paid to the employee under this election shall be subject to usual and customary withholding of taxes, IMRF contribution (if required), and any other withholdings required by law.

No individual who is currently enrolled in/enrolls in the Retirement program shall be eligible to receive such additional compensation pursuant to this section of the Agreement. In addition, if an individual who seeks to receive the additional compensation from this provision would cause the District to violate the laws and regulations which specifically preclude an employer from offering a financial incentive or other benefit to an employee not to enroll in, or to terminate enrollment in, a general health plan that is or would be primary to Medicare shall not be eligible for the additional compensation.

Employees who seek to re-enroll in the District's health insurance may do so in accordance with the rules of the plan.

O. HOLIDAYS

1. All employees in the PSRP Unit except for Registered Nurses shall be eligible for the benefits listed in Article III(15)(b).

2. The following holidays shall be observed by the Board as paid holidays for all employees:

Labor Day*	Columbus Day
Veterans Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve ***
Christmas Day	New Year's Eve ***
New Year's Day	Dr. Martin Luther King Day
Casimir Pulaski Day	Memorial Day
July 4 ***	Floating Holiday **

Plus any Board-granted holiday or other mandatory holiday designated by the Federal or State Government.

* Paid only if employees are back to work prior to Labor Day.
** To be determined by mutual agreement of the parties.
*** For twelve-month employees.

3. The District may require an employee who is absent on a scheduled work-day prior to and/or after a holiday to provide verification of an appropriate reason for the absence. Failure to provide such verification shall result in a loss of salary for the day(s) which the employee is unable to provide verification of an appropriate reason for his/her absence.
4. The District may require an employee who utilizes a sick day(s) in conjunction with the use of a personal day(s) immediately before and/or after a holiday to provide verification of an appropriate reason for the sick-day(s) absence(s) described above. Failure to provide such verification shall result in a loss of salary for the day(s) which the employee is unable to provide verification of the need to utilize a sick day(s) as described above.
5. Employees will be paid for the days listed Article III(15)(b) regardless of the day of the week on which they fall.
6. Employees will be paid for the days listed Article III(15)(b) if they are employed before and after the holiday.
7. Employees will be paid their regular daily-rate of pay for the holiday.
8. The District shall take all necessary steps to change the observance of Veterans Day to the Wednesday before Thanksgiving.

P. SUBSTITUTION AND TRANSLATION DUTIES

1. In the event that a Special Education Program Assistant is absent, each school will formulate a rotation that requires Special Education Program Assistants and One-on-One Program Assistants whose students are not in attendance on that day to assist students and classrooms where the assigned Program Assistant is absent. The rotation will utilize reduce class size on that day and/or are available due to the classroom to which the individual is assigned not requiring the individual's attendance for the time period that the Program Assistant is needed to substitute in another classroom.
2. The District will make its best efforts to establish and maintain a substitute pool for program assistants, nurses and clerks.
3. Employees who serve as translators/interpreters before and after school shall be paid via time card for their services at their regular hourly-rate. Staff members who are required to provide additional duties as translators/interpreters during their assigned thirty (30) minute duty free lunch and who are unable to take a duty free lunch during that school day will receive compensation at their appropriate hourly-rate.
4. The District and Union agree that a Permanent Substitute Clerk position shall be employed and primarily assigned to the District Administration Building for the purpose of substituting for the clerk assigned to the main entrance reception desk in his/her absence. If the main entrance reception desk clerk is absent and the Permanent Substitute Clerk is absent, the Superintendent or his/her designee will assign District Secretaries to perform the duties of the clerk assigned to the main entrance reception desk.

If the Permanent Substitute Clerk is not required to perform the duties of the clerk assigned to the main entrance reception desk, the Permanent Substitute Clerk may be assigned to perform other District and/or Building Clerk duties as needed by the Superintendent or his/her designee. If the Permanent Substitute Clerk is assigned to report to a building in the District other than District Administration Building for the entire work day, the Permanent Substitute Clerk shall not receive any mileage reimbursement pursuant to this Agreement and/or the law. However, if the Permanent Substitute Clerk is required to be at more than one building in the District during the work day, he/she shall be paid mileage reimbursement pursuant to this Agreement and/or the law.

The Permanent Substitute Clerk is not eligible to receive any substitute pay as permitted for building and/or District-level Clerks pursuant to this Agreement.

Q. RETIREMENT ALLOWANCE BENEFITS

1. Eligibility Criteria

- a. Complete ten (10) consecutive years of full-time service in the District immediately prior to the employee's retirement date. Contract service nurses, who were employees prior to July 1, 2006, shall have those years included as years of service to the District;
- b. Meet IMRF age requirement for retirees; and
- c. Have applied and been approved for IMRF retirement.

2. Benefits

- a. \$200 for every year of full-time service to the District and not to exceed \$6,500.00. This benefit shall be paid as a post retirement payment.
- b. \$35 for unused accumulated sick-leave days up to a maximum of \$7,500.00. This payout will be paid only to an employee who has accrued sick days remaining after the employee has utilized any and all sick days to secure additional IMRF service credit. This benefit shall be paid as a post retirement payment.

3. Insurance

Beginning with retirements effective June 30, 2007, retired PSRP unit members shall be eligible to participate in the District's insurance program at the COBRA rate up to the age of sixty-five (65) or Medicare eligibility, whichever first occurs. However, a PSRP unit member who retires between sixty-two (62) and sixty-five (65) years of age shall pay for health insurance at the cost to then current active employees.

4. Employees shall be eligible to purchase service credit towards retirement for unused sick days pursuant to IMRF regulations.

R. PAY OPTION

Employees will receive their pay checks on a twenty-six (26) period pay plan. Any employee who received his/her check on the ten (10) month plan during the 2012-2013 school year may continue on that plan by informing the business office of his/her intention by June 15th of each year.

S. TUITION REIMBURSEMENT

1. Subject to the provisions of this article, the Board shall reimburse full time employees who have completed two consecutive years of service, an amount equal to 75% of the tuition and fees paid by an employee for taking courses for the purpose of improving their skills as relating to his/her job, securing a degree in education, or maintaining certification necessary for employment. No employee shall be paid an amount in excess of \$1,500.00 per contract year. The Board shall not pay in excess of \$25,000.00 for the tuition reimbursement of the entire unit in any given school year.
 - a. In order to secure reimbursement, the Superintendent or designee shall first approve each course before the employee enrolls. Video and/or correspondence courses will not be acceptable.
 - b. Upon successful completion of an approved course (grade C or better), the employee shall submit to the Superintendent a request for reimbursement together with a receipt of payment and grade report and/or official transcript.
 - c. Request for reimbursement shall be submitted within sixty (60) days following completion of each course. Special consideration shall be granted if there is a delay in the transmittal of such grade report and/or transcripts.
2. Employees shall be reimbursed an amount equal to 100% of the cost of participating in pre-approved workshops and conferences related to their job responsibilities. The Superintendent or designee shall approve such requests pursuant to the administrative procedures regarding conferences and workshops.
3. Employees who are required to obtain and retain Vision and Hearing Screening Certificates will receive full reimbursement for such training/recertification upon proof of successful completion of training/recertification and proof of payment.

T. TRAVEL COMPENSATION

1. When an employee uses his automobile for school district-approved purposes, and such use first has been authorized in writing by the school Principal, or by the Superintendent or designee, the employee shall be reimbursed at the district rate for his/her car usage for school purposes upon written request for such reimbursement. Reimbursement includes travel in excess of mileage normally travelled from the employee's home to workplace location on a normal workday for such conferences and workshops which are pre-approved by the Principal or Superintendent or designee.

2. District-level Clerks and Computer Technicians are covered under the District liability insurance for incidents which occur while the employee is in the process of moving District equipment and/or materials in the employee's personal vehicle while the employee is on duty, acting in accordance with his/her duties/assignments and acting without gross negligence or willful/wanton conduct.
3. Computer Technicians may be required to transport technology equipment in their personal vehicles. However, the District will provide transportation of technology equipment when it is reasonably determined that such equipment could damage to the individual's personal vehicle based upon the size and/or weight of the technology equipment. In no event will a Computer Technician be required to transport an item in excess of twenty-five (25) pounds except in cases of extreme emergency.

U. TRAINING

The Board/Administration shall make every effort to insure that employees shall be scheduled to receive additional training based on their seniority.

V. STAFF - STUDENT RATIO

The Board shall make the state guidelines available for special education program assistants.

W. SICK-DAY BANK - PSRP

1. The Board and the Union agree to provide a substantial number of days to be utilized by the employees when the need for sick days exceeds the number of days the employee has accumulated.
2. The Sick Day Bank will be managed by a Board of Trustees. The Board of Trustees will be composed of four employees, the Union President and one administrator. The PSRP and Secretarial bargaining units shall establish a combined sick-leave bank.
3. An individual must be a bargaining unit employee in District 99 in order to be granted days from the sick-day bank.

An individual must have contributed in the most recent request of the staff for sick days in order to draw from the pool.

An employee must have utilized all accumulated sick days and reduced sick days before receiving a grant of days from the bank.

The sick-leave bank is an emergency type procedure not intended to replace the TRS/IMRF permanent or temporary disability procedures.

An employee may not draw more than one hundred twenty (120) days from the pool in any single school year. Exceptions to this restriction may be granted if the Board and the Union approve the exception.

An application form must be filed with the Board of Trustees by the employee before any days can be granted. Application forms will be available from building representatives and members of the Board of Trustees. Verbal application in the event that the employee is not in school is permissible.

Decisions granting the use of days from the bank must have the approval of three employees on the Board of Trustees. The Union President will vote on a decision to disperse days only in the event of a tie. The administration's representatives may not participate in a vote on the dispersal of days from the bank. The Board of Trustees has the complete and final authority for the operation of the sick-day bank.

4. Voluntary contributions of not more than two (2) days per year from the bargaining unit will create the days available in the bank.

After the initial request, days will be added to the sick-day bank in the following manner:

- a. Whenever the total number of days in the pool reaches fifty (50) or fewer.
- b. During September of each school year, a request will be made of the entire staff unless such a request would place the number of days in the bank over three hundred fifty (350).
- c. If a request is not made of the entire bargaining unit, then bargaining unit members who have not contributed to the bank shall have an opportunity to contribute to the sick-day bank regardless of the number of days available in the bank.
- d. Employees leaving the district for any reason may contribute up to ten (10) of their accumulated sick leave to the sick-leave bank.

The Board of Trustees may ask an employee to furnish additional documentation or rationale beyond that supplied in the application before granting days from the bank.

As soon as the Board of Trustees has reached a decision on an application for a grant of days, the applicant, Superintendent or designee, and building principal shall be notified in writing.

Days donated by an employee to the bank may not be withdrawn. Days donated are recorded as consumed on the individual employee's official school record of accumulated sick leave.

A complete record of the following items will be kept:

- i. Names and number of days contributed by each employee.
- ii. Application(s) submitted by employees.
- iii. Number of days granted to all applicants.
- iv. Number of days utilized from the bank.
- v. Number of days in the bank.

The Board of Trustees will submit an annual report to the Union Executive Board and Superintendent/Board of Education.

IV. LEAVES

A. SICK LEAVE

1. Each employee shall be entitled to twelve (12) days of sick leave each year without loss of pay. Each employee who has accumulated more than 75 sick days prior to the start of the fiscal year shall be entitled to thirteen (13) days of sick leave each year without loss of pay. Sick leave not used in the year of service for which it was granted shall accumulate without limitation. Employees shall be notified in writing at the beginning of each school year as to the current number of sick days that they possess.
2. Sick leave shall be used only for personal illness, quarantine at home, or illness in the immediate family or household. Employees who begin employment after the beginning of the school year shall be credited with prorated sick leave based upon one (1) day sick leave for each month of employment and the school year.
3. In the event an employee is sick more than four (4) consecutive days, the district may require the employee to furnish a doctor's note.
4. Any PSRP employee using two (2) or fewer full days of Sick Leave and Personal Leave in one fiscal year shall be given \$250.00 as incentive pay at the conclusion of the fiscal year. Any PSRP employee who completes the fiscal year with perfect attendance shall be given \$400.00 as incentive pay at the conclusion of the fiscal year. PSRP employees shall only be eligible for the greater incentive documented above. In no case may a PSRP employee receive both payments. Contributions to the Sick Bank shall not be considered absences when determining eligibility for this benefit.

B. BEREAVEMENT LEAVE

1. All employees shall be allowed up to three (3) work days of absence, without loss of pay, in the event of the death of a member of the immediate family. Immediate family shall include parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In the event of death of relatives not in the immediate family, an employee shall be granted a one (1) day absence without loss of pay. Bereavement leave shall not be cumulative. Neither shall the use of such leave cause any reduction in sick leave.
2. Upon written request to the Superintendent, he/she or his/her designee may grant an additional two (2) days absence without loss of pay by reason of extenuating circumstances.
3. The employee may be asked to provide a copy of an obituary/death notice from a publication and/or proof of the relative's date of death if such leave is beyond one day.
4. The use of bereavement leave shall be immediately after the death of an individual as noted above unless good cause is shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). The employee shall request approval from the administration, in writing, for her/his use of some or all of the bereavement days at a later date which will include the reason(s) for the intended use.

C. PERSONAL BUSINESS

1. All employees shall be granted two (2) days per school year personal-business leave without loss of pay or sick leave for such personal business as family matters which require absence during school hours, or for the observance of religious holidays. Employees with at least seventy-five (75) sick days accumulated at the start of the fiscal year shall be granted one (1) additional day per school year for personal-business leave, without loss of pay or sick leave for such personal business as family matters which require absence during school hours, or for the observance of religious holidays. The reason for taking personal leave need not be disclosed by the employees. The Union and the employees, however, recognized a moral obligation to restrict absences for personal leave in the spirit of the Agreement. Personal Leave not used by the end of the school term shall be counted in the following school term's total amount of sick days available to the employees. Personal leave may not be taken during the first week or the last week of the school term, or on a day immediately prior or immediately following a holiday or school recess without prior written approval of the superintendent or designee. The written request must be made at least forty-eight (48) hours prior to use of the requested personal day.

D. JURY DUTY

1. Any full-time employee who misses work days because he/she is required to serve on jury duty during the school year shall receive a full salary during the period of such service. Employees may keep stipend paid to them for jury duty.

E. VACATION

1. Twelve-month employees shall be entitled to vacation days in accordance with the following schedule.

Years of Service	# of Vacation Days
0 up to 2 years	5
2 to 7 years	10
8 to 12 years	15
More than 12 years	20

Any new employees must work a minimum of five months before taking any vacation time.

2. Employees may be allowed limited carryover of days with approval of the Superintendent or designee.

Employees eligible for twenty (20) days may choose to receive payment at their per diem rate for the fourth week instead of taking the days as vacation.

Vacations may not be taken in blocks of more than two (2) consecutive weeks unless pre-approved by the Superintendent or designee.

- F All employees may be granted a leave of absence by the Board for a period of one semester or less for the purpose of completing a course of education study that leads to a bachelor's degree or higher including, but not limited to, student teaching, internship, etc. Requests for such leave shall be made in writing at least thirty (30) days prior to the beginning of the semester during which the leave will occur. The thirty (30) day notice may be waived by the Superintendent or designee. During the leave of absence, the employee shall not suffer a loss of seniority and the employee shall be eligible to maintain his/her benefits and medical insurance at his/her employee premium rate. At the conclusion of the education leave of absence the employee shall be returned to the position, or a similar position, as the individual held at the time the education leave of absence was commenced.

V. GRIEVANCE AND DISCIPLINE PROCEDURES

A. Grievance Procedure

1. DEFINITION

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

2. PROCEDURE .

- a. The parties agree that it is desirable for an employee and the employee's immediate supervisor to resolve problems informally.

Step One. The grievant shall request an informal conference with the immediate supervisor regarding the adjustment of the grievance. This shall be done within ten (10) school days after the employee becomes aware of the alleged violation. At such informal conference, the employee may be represented by a Union representative. The supervising administrator may also have a representative of his/her choice at the meeting. The grievant must be present. If the grievant is dissatisfied with the outcome of the informal conference, he or she may proceed to Step Two.

Step Two. The grievant or Union shall file the grievance in writing with the grievant's immediate supervisor within ten (10) working days of the date of the event giving rise to the grievance. The immediate supervisor shall confer with the grievant within ten (10) working days of the supervisor's receipt of the grievance. A decision shall be rendered by the immediate supervisor to the grievant in writing within five (5) working days of the conference. If the event giving rise to the grievance originates directly from the action of an administrator above the grievant's immediate supervisor, the grievance may be filed with the Superintendent within ten (10) working days of the event giving rise to the grievance.

Step Three. If the grievance is not satisfactorily resolved at Step Two, the grievant or Union may appeal to the Superintendent in writing within ten (10) working days of the date of the immediate supervisor's reply at Step Two. The Superintendent shall hold a conference within ten (10) days after receipt of the appeal and render a written decision within ten (10) working days after the conference.

Step Four. If the grievance is not satisfactorily resolved at Step Three, the grievant or Union may appeal to the Board of Education. The grievance must be submitted to the Board within ten (10) working days of the date of the Superintendent's decision at Step Three. The Board shall conduct a hearing on the grievance within forty-five (45) calendar days of the date of receipt by the Superintendent of the appeal to the Board. The Board shall render its decision in writing within ten (10) working days after the hearing.

Step Five. If the grievance is not satisfactorily resolved at Step Four, the Union may submit the grievance to binding arbitration within fifteen (15) working days after receipt of the Board's Decision at Step Four by requesting an arbitrator from the American Arbitration Association and filing a copy of the request with the Superintendent within the fifteen (15) working-day period. The selection of the arbitrator shall follow the voluntary labor arbitration procedures of the American Arbitration Association. The fees of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court reporter and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

3. GENERAL

- a. An employee who participates in the grievance procedure shall not be subjected to discipline or reprisals because of such participation.
- b. An employee shall be entitled to Union representation at each step of the grievance procedure.
- c. Grievance records shall not be placed in an employee's personnel file.
- d. The Board and Administration will attempt to arrange mutually convenient times and places for meetings and hearings conducted under the grievance procedure; however, the Board and the Administration shall not be required to conduct any grievance meeting or hearing on working time or to pay an employee for time spent in processing any grievance on non-working time.
- e. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limits shall bar submission or further processing of the grievance. Failure of the Board or the Administration to respond within the time limits specified shall permit the grievant or the Union to proceed to the next step. Time limits may be extended at any step by mutual agreement of the parties in writing.

Unless otherwise provided, all time limits in this grievance procedure shall consist of working days on which the District office is open.

- f. Upon mutual written agreement of the Union and the Superintendent, a grievance may be brought directly to the Superintendent after Step One.
- g. Each grievance must state the specific provisions of the Agreement alleged to have been violated, the facts upon which the grievant relies to establish the alleged violation, and the relief sought.

Grievances may not be modified after submission at Step One without the written agreement of the parties or except as necessary for the Union to respond to facts or provisions of the Agreement raised by the Board or the Administration in a reply to the grievance. In the case of a grievance filed by the Union, the grievance shall also state the names of the employees and what relief is sought.

- h. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement, and shall decide only by the specific issues raised in the written grievance and the replies thereto. The arbitrator's decision shall be based solely upon the specific terms of this Agreement and the relevant facts presented. The arbitrator shall have no authority to decide or make recommendations on other matters.

B. Discipline Procedure

The BOARD may discipline members of the bargaining unit with just cause for acts of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause.

- 1. Except for serious offenses that may warrant suspension or termination, the BOARD agrees to the concept of progressive discipline following a disciplinary conference when dealing with matters of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause. In all cases, employees will be afforded due process.
 - a. After verbal warnings, if appropriate, have been ineffective, officials shall enter a letter of reprimand in the employee's official file. All rules and procedures for inserting letters pertaining to service included in this Agreement shall apply.
 - b. Upon repetition of the same offense, officials shall assess a one day unpaid suspension against the employee.
 - c. Upon repetition of the same offense, officials shall assess up to a three-day unpaid suspension against the employee.

- d. Subsequent repetition of the same offense may result in either termination or a lengthy suspension whichever the Board considers appropriate in the circumstances.
 - e. Any member of the bargaining unit who is disciplined shall have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement. Disciplinary action may include written reprimands, suspensions with or without pay, or discharge.
 - f. The Board and Union agree that the commission of certain serious offenses or multiple offenses would permit the Administration to enforce discipline at an enhanced rate pursuant to the schedule above.
2. When an administrator calls a conference with an employee which might lead to disciplinary action against the employee, the following provisions shall be applicable.
- a. Whenever possible the employee shall be informed forty eight (48) in advance, in writing as to the reason(s) for the conference.
 - b. The employee has the right to be accompanied by a Union representative or representative of his/her choice at the conference.
 - c. Except circumstances warranting immediate action the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.
 - d. In no instance shall disciplinary action be taken against an employee later than twenty (20) working days after the conduct giving rise to the action or in the twenty (20) working days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of unremediated instances on the part of the employee. In no event shall notification be later than twenty (20) working days after observation of the last instance. For the purpose of this paragraph. "working days" means any day. Monday through Friday when either school is in session or the District offices are open for regular business and the subject employee is scheduled to be in attendance.
 - e. If, after a disciplinary conference an administrator takes disciplinary action against the employee the administrator shall provide the employee with written notification of the specific reason(s) for the action within five (5) work days from the date of the conference.

- f. In case of a termination of employment hearing or a conference involving disciplinary action to be taken against a employee, the charges brought against the employee shall be based upon the material in the official file and/or investigatory file except in cases where the administration or Superintendent believe immediate disciplinary action is necessary.

VI. SALARY PROVISIONS

- A. The Board agrees to pay the employees’ salaries in accordance with Exhibits A and B of this Agreement.
- B. Placement of current and future employees on the salary schedule shall be governed by Exhibits A and B attached to this Agreement.

The salaries for the term of the agreement shall increase as follows:

2013-2014	3.00%
2014-2015	3.00%
2015-2016	3.00%
2016-2017	3.00%

- C. The following categories of days shall be working days for registered nurses.
 - 1. All pupil contact days as appointed in the District’s School Calendar as officially adopted by the Board.
 - 2. All teacher institute days, except nurses shall work the same hours as the teachers.
 - 3. All parent conference days, except their work hours may be modified to conform with the conference hours.

D. Longevity

- 1. The longevity stipend shall only be available to employees eligible to receive the stipend up to and including the first day of school for the 2012-2013 school year. Eligible employees shall receive a longevity stipend in accordance to the following schedule:

Years of Service	Annual Stipend
Ten (10)	\$500.00
Fifteen (15)	\$600.00
Twenty (20)	\$700.00
Twenty-five (25)	\$800.00

- 2. Years of Service, for the purposes of this provision, shall be defined as all full-time employment in District 99.

- E. Degree Stipends for District-level Clerks and Computer Technicians: There shall be a yearly degree stipend for District-level Clerks and Computer Technicians who obtain a degree. The degree stipend shall only be available to District-level Clerks and Computer Technicians who are eligible to receive the stipend up to and including June 30, 2013 school year. The yearly degree stipend for those employees eligible to receive it shall be \$1,000.

VII. TERMINATION

- A. This Agreement shall be in effect from July 1, 2013, until June 30, 2017. Unless one party notifies the second party in writing according to recognition clause, this Agreement shall remain in full force and effect until replaced by a successor Agreement.
- B. If the Board and Union fail to reach an agreement on or before the scheduled termination date of this agreement, all wage increases shall be retroactive to the day following the scheduled termination date.

IN WITNESS WHEREOF, the parties hereto, after due authorization have executed said Agreement in duplicate by their duly authorized officers on the day and year first above written at Cicero, Illinois. This Agreement terminates all prior Agreements between the parties.

BOARD OF EDUCATION
 CICERO SCHOOL DISTRICT 99
 Cook County, Illinois

CICERO COUNCIL – PSRP UNIT
 WEST SUBURBAN TEACHERS UNION
 Local 571, American Federation of Teachers

 President

 President, PSRP Unit

Attest:

Attest:

 Secretary

 Vice President, Clerks

 Vice President, Program Assistants

 Vice President, Nurses

EXHIBIT A
SALARY SCHEDULE
PROGRAM ASSISTANTS/MEDIA PROGRAM ASSISTANTS

Test Certificated Program Assistants & Media Program Assistants

YEARS OF SERVICE	2013-2014	2014-2015	2015-2016	2016-2017
First Year	15.73	16.20	16.69	17.19
Year 1-5	17.47	17.99	18.53	19.09
Year 6-10	17.58	18.11	18.65	19.21
Over 11 Years	17.75	18.28	18.83	19.39

60 Hours & Grandfathered 30 Program Assistants/Media Program Assistants

YEARS OF SERVICE	2013-2014	2014-2015	2015-2016	2016-2017
First Year	17.55	18.08	18.62	19.18
Year 1-5	19.49	20.07	20.67	21.29
Year 6-10	19.60	20.19	20.79	21.42
Over 11 Years	20.17	20.77	21.40	22.04

All Media Program Assistants and Program Assistants off the schedule receive a 3% increase for fiscal years 2013-2014, 2014-2015, 2015-2016 and 2016-2017.

**EXHIBIT B
SALARY SCHEDULE – NURSES (NON-SCHOOL CERTIFIED)**

REGISTERED NURSES 185 DAYS X 6 HOURS 10 MINUTES PER DAY = 1140 HOURS

	3.00%	3.00%	3.00%	3.00%
	2013-2014	2014-2015	2015-2016	2016-2017
First Year	40,000	40,000	40,000	40,000
Off 1	41,200	41,200	41,200	41,200
	42,436	42,436	42,436	42,436
	43,667	43,709	43,709	43,709
	44,933	44,977	45,020	45,020
	46,955	46,281	46,326	46,371
	49,067	48,363	47,669	47,716
	51,274	50,539	49,814	49,099
	53,583	52,813	52,055	51,309
		55,190	54,397	53,617
			56,846	56,029
				58,551

Non-school certified nurses (RN's) hired prior to July 1, 2002

	2013-2014	2014-2015	2015-2016	2016-2017
Off 2	61,626	63,475	65,379	67,340

Licensed Practical Nurses – LPN's

	2013-2014	2014-2015	2015-2016	2016-2017
	29.43	30.31	31.22	32.16

EXHIBIT C
DISTRICT CLERK and COMPUTER TECHNICIAN SALARY SCHEDULE

	3.00%	3.00%	3.00%	3.00%
Category	2013-14	2014-15	2015-16	2016-17
Probationary	32,250.00	32,250.00	32,250.00	32,250.00
Non-Probationary	33,217.50	33,217.50	33,217.50	33,217.50
Year 2	34,214.03	34,214.03	34,214.03	34,214.03
Year 3		35,240.45	35,240.45	35,240.45
Year 4			36,297.66	36,297.66
Year 5				37,386.59

- Degree stipends of \$1,000.00 and individual longevity stipends for eligible employees are paid in addition to the above scheduled salaries.
- Designated salaries are the minimum salaries in these categories. Employees who earn more than the designated salary shall continue to receive the percentage increases as agreed between the parties and filed with the Office of Human Resources for the 2013-14 school year and a 3% increase for fiscal years 2013-14, 2014-15, 2015-16 and 2016-17

**EXHIBIT D
SALARY SCHEDULE
DISTRICT and SCHOOL CLERKS – 10 MONTHS / INTERPRETERS**

10-Month School and District Clerks/Interpreters

YEARS OF SERVICE	2013-2014	2014-2015	2015-2016	2016-2017
First Year	15.88	16.35	16.84	17.35
Year 1-5	17.63	18.14	18.69	19.25
Year 6-10	17.73	18.26	18.81	19.37
Over 11 Years	17.89	18.43	18.98	19.55

60 Hours and Grandfathered 30 (Now in 10-Month School or District Clerk Position)

YEARS OF SERVICE	2013-2014	2014-2015	2015-2016	2016-2017
First Year	17.70	18.23	18.78	19.34
Year 1-5	19.64	20.22	20.83	21.46
Year 6-10	19.75	20.34	20.95	21.58
Over 11 Years	20.31	20.92	21.55	22.20

10-Month School Clerks Hours Worked

-Paid for 42 weeks of work at 8 hours per day to include (a) 3 weeks prior to the start of the school term, (b) the school term, (3) 1 week after the end of school term; total work hours equal 1,680 (excluding winter break and spring break).

-In addition, paid for 2 holidays (16 hours) during winter break – Christmas Day and New Year’s Day

Total Hours Paid = 1696

10-Month School Clerk Salary Increases

All School Clerks off the schedule receive a 3% increase for fiscal years 2013-2014, 2014-2015, 2015-2016 and 2016-2017. Additionally, all School Clerks, including those off schedule, will receive \$250 incorporated into their hourly rate AFTER the original increase for the 2013-2014 fiscal year ONLY has been added.

10-Month School Clerk Salary Increases Calculation

Stipend Incorporated into Pay After Percentage Increase for 2013-2014 ONLY = \$250
divided by

Hours Worked Per Year = 1,696

equals

Total Increase Per Hour EXTRA for 2013-2014 = \$0.1474

**EXHIBIT E
SALARY SCHEDULE
SCHOOL CLERKS – 12 MONTHS**

12-Month School Clerks

YEARS OF SERVICE	2013-2014	2014-2015	2015-2016	2016-2017
First Year	15.86	16.33	16.82	17.33
Year 1-5	17.60	18.12	18.67	19.23
Year 6-10	17.71	18.24	18.79	19.35
Over 11 Years	17.87	18.41	18.96	19.53

60 Hours and Grandfathered 30 (Now in 12-Month School Clerk Position)

YEARS OF SERVICE	2013-2014	2014-2015	2015-2016	2016-2017
First Year	17.68	18.21	18.76	19.32
Year 1-5	19.62	20.20	20.81	21.43
Year 6-10	19.73	20.32	20.93	21.56
Over 11 Years	20.30	20.90	21.53	22.18

12-Month School Clerks Hours Worked

-Paid for 44 weeks of work at 8 hours per day to include (a) 3 weeks prior to the start of the school term, (b) the school term, (c) 2 weeks at winter break and (d) 1 week after the end of school term; total work hours equal 1,760

-Also, paid for spring break 6 hours per day, 4 days per week, 1 week = 24 hours (7:00 AM – 1:30 PM)

-Finally, paid for summer break 6 hours per day, 4 days per week, 7 weeks = 168 hours (7:00 – 1:30 PM)

Total Hours Paid = 1,952

12-Month School Clerk Salary Increases

All School Clerks off the schedule receive a 3% increase for fiscal years 2013-2014, 2014-2015, 2015-2016 and 2016-2017. Additionally, all School Clerks, including those off schedule, will receive \$250 incorporated into their hourly rate AFTER the original increase for the 2013-2014 fiscal year ONLY has been added.

12-Month School Clerk Salary Increases Calculation

Stipend Incorporated into Pay After Percentage Increase for 2013-2014 ONLY = \$250

divided by

Hours Worked Per Year = 1,952

equals

Total Increase Per Hour EXTRA for 2013-2014 = \$0.1281