

# AGREEMENT

BETWEEN THE



**BOARD OF EDUCATION**  
COMMUNITY CONSOLIDATED SCHOOL  
DISTRICT #46, GRAYSLAKE  
LAKE COUNTY, ILLINOIS

AND THE



**GRAYSLAKE PSRP**  
A COUNCIL OF THE  
LAKE COUNTY FEDERATION OF TEACHERS  
LOCAL NO. 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

**2017 – 2018**

**2018 – 2019**

**2019 – 2020**

**2021 – 2021**



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## **PREAMBLE**

### **A. Parties To The Agreement**

This Agreement is made and entered into by and between the Board of Education of Community Consolidated School District 46, Lake County, Illinois, hereinafter referred to as the "Board" and the Grayslake PSRP Council, a Council of the Lake County Federation of PSRP, Local 504, IFT-AFT, AFL-CIO, hereinafter referred to as the "Union."

### **B. Recognition**

The Board hereby recognizes the Union as the exclusive and sole negotiating agent for all educational support personnel herein referred to as Paraprofessionals and School Related Personnel (PSRP), with respect to wages, hours, and terms and conditions of employment. This Agreement excludes the Secretary to the Superintendent, the Director of Operations and Maintenance, the Operations and Maintenance Coordinator Assistant, the Benefits Coordinator, the Business Assistant, the Personnel Assistant, the Payroll/AP Coordinator, the Network Administrator, the Assistant Network Administrator, the Data Base manager and all managerial, supervisory, and confidential employees, as defined by the Illinois Educational Labor Relations Act.

# ARTICLE I

## UNION RIGHTS

### **A. Bulletin Boards**

The Union will have the right to post notices of its activities and matters of Union concern on a bulletin board to be provided by the Board in the staff lounge of each school building and designated break area.

### **B. Mallboxes**

The Union may use PSRP mailboxes for announcements relating to the conduct of the Union's business.

### **C. Use Of School Facilities**

The Union may use the District buildings at times other than normal working hours and hours of student instruction, subject to prior reservations of rooms or meeting spaces. The Union may hold meetings monthly, and will provide the District with adequate notice of meeting dates. Unless an emergency situation arises, the Administration will not hold mandatory PSRP staff meetings on those days that conflict with the Union meeting. When special custodial service is required, the Union will pay the cost of such service according to Board Policy.

### **D. District Equipment**

The Union may use district equipment and telephones at reasonable times on school premises when such equipment and telephones are not needed for District purposes. The Union will pay for the reasonable cost of all materials and supplies incident to such use.

### **E. Dissemination Of Information To The Union**

On request, by the Union, the Board will furnish to the Union for review at the District Administrative Office, all regularly and routinely prepared information concerning the financial condition of the School District, including the annual financial statement and adopted budget. In addition, the Board and the Administration will grant reasonable requests for any other readily available information, which may be relevant to negotiations. Nothing herein requires the Administration to research and/or assemble information.

The Board will provide the Union with names and addresses of newly hired staff members upon the request of the Union.

Copies of approved Board minutes shall be emailed to the Union President through administrative channels prior to the next regularly scheduled Board meeting after approval.

**F. Dues Deduction**

Any PSRP who is a member of the Union may sign and cause to be delivered to the Board Office an assignment authorizing deduction of Union dues in an amount to be certified annually by the Union. The amount specified will be prorated and deducted from the PSRP paychecks commencing with the first paycheck in September and terminating with the last paycheck in May. All dues deducted by the Board will be transmitted to the Treasurer of the Union or designee within thirty (30) calendar days of their receipt. Each PSRP authorization will continue in effect from year to year unless canceled by the originating PSRP or until termination of employment, whichever shall first occur.

**G. COPE Deduction**

Upon receipt of a voluntary authorization in writing by a PSRP, the Board will deduct from the PSRP wages the amount authorized by the PSRP for the Lake County Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made from the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) calendar days after such deductions were made, and the amount deducted for each. The Union will defend and hold the Board harmless from all claims and liability related to any action properly performed by the Board pursuant to this Section.

Union dues and COPE deductions will be mailed in separate checks.

**H. Fair Share**

1. The Board and Union recognize the rights of individuals to have freedom of choice whether they belong to the Union or not. Furthermore, it is recognized that it is the obligation of the Union to promote its benefits and services to all employees covered by this Agreement but who are not members of the Union.
2. All employees covered by this Agreement who are not members of the Union shall pay to the Union, beginning with the September 15 payroll, their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required by members of the Union. Such proportionate share payments shall be deducted by the Board from the earnings of the non-member employees with their authorization and be paid to the Union, except as may be provided otherwise by law for these PSRP with bona fide religious objections. The Union shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share, which amount shall not exceed the dues uniformly required of members of the Union. Employees hired after the start of the school term who are not members of the Union shall begin deduction of Fair Share payments within thirty (30) days of initial employment.
3. The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.



**I. Union Business**

Prior to an event that the Union intends to send representatives on business pertinent to Union affairs, the Union President will provide the names of the PSRP and their positions to the Superintendent. Such requests will not exceed four (4) school days per year. The Union agrees to pay the cost of a substitute including overtime pay for PSRP covering shifts, when required by the Superintendent. Whether to grant the request for leave is subject to the Superintendent's discretion.

The Union President will be released to attend to Union duties two (2) hours per workweek.

**J. Right to Address Employees**

The Union President or employee designee will be allowed a reasonable length of time to address new employees at the first entire staff meeting at the beginning of school.

**K. New Employee Orientation**

The District will provide all new employees with an orientation program prior to beginning their assignment. The Union President may meet with the Superintendent on an annual basis to review the content of the orientation program.

**L. Labor-Management Committee**

The Labor-Management Committee is charged with discussing labor-management concerns and proposing resolution of these concerns.

The Labor-Management Committee shall meet at least once every three (3) months (or more frequently as may be mutually agreed) and shall consist of an equal number of representatives from the Union and the District, including the President and Vice President of the Union and the Superintendent and Superintendent's designee.

**M. Mutual Communications**

At the request by either party, the Union President and the Superintendent shall discuss matters relating to the implementation of the Agreement, individual building working conditions, and other subjects that may be relevant to both parties.

## **ARTICLE II**

### **PSRP RIGHTS**

#### **A. Affiliation**

PSRP are free to join or not to join any organization representing PSRP without interference or penalty. PSRP will not be encouraged or discouraged by the Board to join any union.

#### **B. PSRP Protection**

Any complaint by a parent deemed to be of serious nature by the Building Principal will be communicated to the PSRP about whom the complaint was made.

#### **C. Vacancies, Transfers & New Positions**

The Board will post in the staff lounges and by e-mail, notice of vacancies existing in all PSRP positions as they occur.

1. Any PSRP wishing to be considered for transfers or new position must notify the Office of the Superintendent in writing indicating the reasons for the transfer and the school and/or positions desired. The granting of PSRP requests for a transfer to a new position within their respective job category, as defined in Section L of this Article, will be based on seniority. That is, the most senior PSRP requesting such a transfer within a job category will be granted the transfer.
2. No PSRP will be involuntarily transferred outside of their respective job-category, as defined in Section L of this Article. No PSRP will be involuntarily transferred to a position within a job category if any PSRP within the same job category request a voluntary transfer to the same position. All PSRP to be involuntarily transferred will be so transferred within their respective job category inverse to seniority. That is, the least senior PSRP within a job category will be involuntarily transferred to the new position. Any qualified PSRP transferred involuntarily will have priority consideration for eighteen (18) months by the Superintendent in any requested transfer for future vacancies.
3. Any new PSRP positions created by the Board must be posted internally to District employees contemporaneously with being posted publicly. Any PSRP employed by the District, who makes written application to the Board for a posted position and who is qualified, will be invited by the Board for an interview.

#### **D. Physical Examinations**

If a medical examination is required by the Board other than an exam required for employment, specific reasons will be given to the PSRP for requiring such examination and the Board will bear the cost of the examination.

**E. Assignments**

All PSRP will be given written notice of their assignments for the forthcoming year no later than two weeks preceding the last day of the current school term. Should previously unforeseen situations create the necessity of a change in assignment, the PSRP will be notified of such change in assignment as soon as possible, but no later than seven (7) calendar days before such change is to be implemented. At the request of any qualified PSRP so reassigned, the PSRP will have a face-to-face meeting with the supervisor requesting the reassignment and/or other interested parties prior to implementing the reassignment. Any qualified PSRP reassigned involuntarily will have priority consideration by the Superintendent for eighteen (18) months in any requested reassignment for future vacancies.

**F. No Reprisal**

There will be no reprisal by the Administration or the Board toward any PSRP for legal Union activities. The Board will not discriminate against any PSRP with respect to conditions of employment by reasons of his/her Union membership or his/her participation in negotiations with the Board. The Board will not discriminate against any PSRP for his/her exercise of a right under this Agreement. The Union and its members will not discriminate against any PSRP for participation or non-participation in the above stated activities.

**G. Summer School**

If the Board conducts a summer school program, it will notify PSRP by posting in staff lounges any anticipated opportunities in the summer school by May 15, and from time to time thereafter as new information becomes available. Where possible, classroom PSRP from the District qualified and experienced in the subject matter, will be hired to work summer school. Such PSRP will be offered a position based on seniority, with the most senior qualified PSRP offered first.

**H. Disciplinary Procedure**

All discipline will be progressive. Steps of progressive discipline will typically be oral warning, written warning including a conference with the immediate supervisor, conference with Business Manager, suspension, and dismissal. Suspension without pay will be for just cause. The preceding steps do not preclude the immediate suspension or dismissal of a PSRP.

Due process will be afforded each PSRP throughout the course of any disciplinary action or actions. Written warnings will bear the signature of the designated supervisor or administrator and will recommend ways for the PSRP to correct the violation or problem about which the warning is addressed.

A hearing will be held prior to any suspension without pay or dismissal; a notice will be presented to the PSRP stating the reason(s) for which discipline is contemplated no later than two (2) days prior to the hearing. The PSRP will have the right to be represented by a person of his or her choosing at the hearing.

**I. Probationary Employees**

The first one hundred twenty (120) days of scheduled work following a PSRP first day of work following initial employment will be a probationary period. During the probationary period, the Board may suspend or dismiss a PSRP for any reason, without just cause.

**J. Part-Time Employees**

Any PSRP who is contractually employed by the District and works the same number of workdays as a full-time PSRP within their job classification, but fewer hours than set forth in Article VII(F), will be considered part-time and, unless otherwise provided in this Agreement will, receive all wages and benefits on a prorated basis except for leave which will be equivalent to the full-time PSRP within their job-classification.

Any PSRP who is employed by the District for a reduced number of workdays as is customary from full-time PSRP within their job classification will be considered part-time and, unless otherwise provided in this Agreement, will receive their wages and benefits pro-rata as delineated under Article VII Working Conditions Section.

**K. Seniority**

As used in this agreement "seniority" means continuous employment by the District. Employment will not be deemed interrupted by any leave of absence, provided any unpaid leave of absence of more than thirty (30) working days duration will not be included in the computation of seniority. In the case of two or more PSRP having the same seniority, a random method, agreed to by the Superintendent and Union President, will be used to break the tie.

**L. Reduction-in-Force**

Reduction-in-force within the PSRP respective job-category will be inverse to seniority. Job categories will be Instructional/Program Assistant, Occupational Therapist, Physical Therapist, Occupational Therapy Assistant, Speech Assistant, Custodian/Driver, Maintenance, District Technician, Hardware Technician, Information Assistant, District Administrative Assistant, Building Administrative Assistant/School Secretary/Health Clerk, Health Coordinator, District Coordinator, Department Assistant, and District Secretary. Probationary PSRP will not have any rights to recall.

For the purposes of a reduction-in-force, an Instructional/Program Assistant with low seniority, possessing an essentially needed job skill, and who cannot be replaced by an existing PSRP, may by mutual agreement between the Union and Board be passed over in the RIF and be retained by the District.

Notice of a reduction-in-force will be sent by certified U.S. Mail to any affected PSRP. Upon notice to the Union President, the Superintendent or designee may hold private meetings with affected PSRP for the purpose of notifying them in advance of a proposed reduction-in-force.

**M. Job Descriptions**

All new employees shall receive a copy of their job description prior to any job offer.

When job descriptions are created or revised, affected employees will be provided with a copy of the new or revised job description prior to its implementation.

PSRP required to work outside their job category for more than ten (10) continuous days (or more than thirty (30) days in any calendar quarter) will be paid at the higher rate of pay (if applicable) effective with the 11th day of such employment. A PSRP is deemed to be working outside his/her job category if he/she spends more than 50% of his/her regular workday in such assignment.

**N. Employee Handbook**

Each PSRP will be provided with a PSRP handbook if there is such a publication.

**O. Chain of Command**

Each PSRP will be informed in writing of the identity of their immediate supervisor at the start of their employment or when the supervisor is changed.

## ARTICLE III

### EVALUATION AND FILES

#### **A. Evaluations**

1. Evaluations of PSRP will be done by an administrator or supervisor named by the Superintendent or Superintendent's designee. Such a qualified administrator or supervisor is hereinafter referred to as "evaluator." In the first four (4) years of employment every PSRP will be formally evaluated annually. Afterwards, a PSRP shall be formally evaluated at least one (1) time in the course of every two school years. However, any PSRP who receives less than a satisfactory evaluation may be evaluated an additional time with the same fiscal year.
2. The Administration will acquaint PSRP with the evaluation procedures, standards and instruments to be used within the first ten (10) work days after the PSRP's first day of work. The evaluation procedure will include feedback from the supervisor/personnel that has a working knowledge of the day-to-day activities of the PSRP. The Administration shall advise PSRP as to who shall observe and evaluate performance no later than thirty (30) days prior to the formal observation. Additionally, when deemed appropriate by the administration, a formal evaluation will include an observation of the PSRP performance. Such observation will be of reasonable length. No formal observation will be conducted without a minimum prior notice of one (1) day provided to the PSRP. PSRP may be evaluated on an informal and ongoing basis.
3. Within ten (10) working days of the completion of the evaluation, the evaluator will furnish the PSRP with a copy of the written evaluation and hold a conference with the PSRP. The evaluation conference will include a discussion of the written evaluation including strengths and weaknesses, and the evaluator will identify deficiencies in the PSRP performance and recommend and provide remedial help when appropriate. Both the evaluator and the PSRP will date and sign all copies of the written evaluation. The signature of the PSRP will not necessarily indicate agreement with the written evaluation, but rather will indicate that the conference and discussion have been held and that the PSRP is in receipt of a copy of the written evaluation.
4. If the PSRP feels his/her formal written evaluation is incomplete, inaccurate or unjust, the PSRP may put his/her disagreement(s) in writing. Both the PSRP and evaluator will date and sign all copies of the written disagreement(s). The signature of the evaluator will not necessarily indicate agreement with the written response(s), but rather will indicate that the evaluator is in receipt of a copy of the written response(s). A copy of the written response(s) will be attached to the written evaluation. Any written response must be submitted by the PSRP within twenty (20) working days of the evaluation conference.
5. A copy of all formal written evaluations and any attached written response(s) will be placed in the PSRP official personnel file.
6. The parties will establish a joint Evaluations Committee as needed to provide input to the Administration in the Administration's development of the written evaluation instrument and procedures. There will be an equal number of Union members and Administrators on the Evaluations Committee, the total number of committee members not to exceed six (6) members. The Union President will appoint the Union Members to the Evaluations Committee. PSRP will be notified when changes to the evaluation instrument occur.

## **B. Personnel Files**

1. The District will maintain one (1) official individual personnel file for each PSRP. The location of such file will be made known to all parties involved. PSRP may not review materials designated by the Administration as confidential and used in the hiring or interviewing process
2. All PSRP may have on file a complete and up-to-date transcript of all college work. PSRP will file transcripts for college work by October 1st if consideration for salary advancement is requested for that year. Transcripts received by the District after October 1st, but on or before January 30th of any school year, will allow for credit on the salary schedule to be one-half (1/2) the total amount.
3. The PSRP will be notified when any material is removed from their personnel file within five workdays of such removal.
4. A PSRP may copy any material in his/her individual personnel file, as limited by section 1, above.
5. Any document in the personnel file of a PSRP will be signed by the person placing such document in the file. In addition, each PSRP will be given the opportunity to acknowledge that document has been placed in the PSRP personnel file by signing such document.
6. The PSRP may attach written responses to the contents of documents placed in the file.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

#### **A. Management Rights and Reservations**

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Illinois and the United States of America, including but without limiting the generality of the foregoing, the rights:

1. To the exclusive management, organization and administrative control of the District and its properties and facilities.
2. To direct the work of its employees, and determine the time and hours of operation, determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into Agreements with private vendors for services.
3. To hire all employees, and subject to the provisions of the law, to determine their qualifications and the condition for continued employment.
4. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students.
5. To determine staffing patterns, the number, the deployment and the kinds of personnel required in order to maintain the efficiency of the District operations.
6. To build, move or modify facilities.
7. To establish budget procedures and determine budgetary allocation.



# ARTICLE V

## LEAVES

### **A. Sick Leave**

Each regular full-time Physical Therapist, Occupational Therapist, and Occupational Therapy Assistant will receive a sick leave allowance of sixteen (16) days per year. Each regular full-time twelve (12) month PSRP will receive a sick leave allowance of fourteen (14) days per year. Each regular full-time eleven (11) month PSRP will receive a sick leave allowance of thirteen (13) days per year. Each regular full-time ten (10) month PSRP will receive a sick leave allowance of twelve (12) days per year. PSRP will not accrue sick leave while on a leave of absence. Any unused portion of annual allowance will accumulate.

Sick leave will include absence caused by injury, personal illness, quarantine at home, or serious illness or death in the immediate family or household.

Immediate family is defined as parents, spouses, domestic partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Of the Sick Leave days per year, three (3) may be used as personal leave days, but will be accumulated as sick leave days. The purpose of personal leave days is to conduct business, which cannot be conducted outside of the work day. Personal Leave days will be approved provided the District designee is provided prior written notice.

### **B. Religious Leave**

PSRP will be allowed to use up to two (2) sick leave days with pay per year for required observance of a recognized religious holiday of the PSRP faith, when such observance is not possible outside of working hours. The PSRP will notify the Principal of intended use of sick leave under this Section at least two (2) school days prior to such use, and will include the holiday for which the day or days will be used.

### **C. Bereavement Leave**

Bereavement Leave of up to five (5) days with pay and without loss of sick leave shall be granted for each death in the immediate family. Immediately family shall be defined to be the same as described in The School Code (parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians) while also including domestic partners, daughters-in-law, and sons-in-law. Bereavement Leave of one (1) day with pay and sick leave deduction shall be granted for each death of nieces, nephews, aunts, uncles, and grandparents-in-law. The Superintendent at his/her discretion may grant additional bereavement leave upon such terms and conditions as determined by the Superintendent.

## **D. Unpaid Leave Of Absence**

### **1. Sick Leave**

Sick leave will not be applicable during the period of any unpaid leave of absence, except as expressly provided herein.

### **2. Combination of Leaves**

A PSRP may take sick leave followed by an unpaid leave of absence (non-disability) as long as the latter leave is taken in accordance with Section 3a. and 3b. below.

### **3. Unpaid Leave of Absence (Non-disability)**

#### **a. Application**

- (1) A PSRP who wishes to take an unpaid leave of absence from the district for a purpose other than disability will make the request of the Superintendent or designee sixty (60) days prior to the onset of the requested leave. The leave will not exceed the balance of the school term in which it commences and one (1) additional school term. "School term" is defined as that portion of the school year when school is in session.
- (2) Any PSRP desiring adoption leave as a result of becoming an adoptive parent will notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave will be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It will be the responsibility of the applying PSRP to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of custody. This section will not apply if the adopted child is six (6) or more years of age at the time the child is received.

#### **b. Conditions**

The granting of any unpaid leave of absence other than disability will be conditioned on the Superintendent or designee and the PSRP agreement on the dates of commencement and termination of the leave. Every effort will be made to have the leave (or contiguous sick leave) begin and end prior to the start of a new school term.

- c. The granting of the leave is discretionary with the Superintendent or designee. The granting of a leave will be without precedential effect.
- d. Any accumulated sick leave available at the commencement of the leave will be available to the PSRP upon return to employment in the District.
- e. With the consent of the carrier, the PSRP may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its discretion.
- f. Any PSRP who has been employed ninety (90) or more days of the school term prior to the commencement of such leave will be entitled to any wage/salary increase as he or she would have had if the leave of absence had not been granted. If the leave exceeds the school term in which it commences, the second school term will not be considered for wage/salary increase.
- g. In all instances where a PSRP is granted an unpaid leave of absence (non-disability) of eight (8) calendar months or more, as a condition thereof, he or she will advise the

Superintendent or designee in writing no later than two (2) calendar months prior to the agreed upon date of return to employment that he or she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by the preceding sentence will constitute an election not to return to employment and resignation from the District.

- h. A PSRP granted a leave of absence hereunder will agree as a condition precedent to waive any claim to unemployment compensation and, unless approved by the Superintendent, will not pursue any other employment during the leave.

**E. Emergency Leave**

Current Personal Leave days are to be used prior to requesting Emergency Leave Days. If an emergency occurs when Personal Leave Days are not available, then the Superintendent is authorized to grant paid or unpaid Emergency Leave , or allow a Sick Leave Day(s) to be used as an Emergency Personal Leave Day.

**F. Military Leave**

Time necessary for personnel called into temporary active duty with any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, will be granted. If the PSRP does not reimburse the District the pay received for temporary active duty service, the wage to be paid for each such day will be computed by taking the normal daily wage and deducting therefrom the amount the employee was paid for military duty for that day.

**G. Jury Duty**

A PSRP who serves a term of jury duty will remit to the District the full amount received from the court/court clerk for jury duty. The PSRP will receive reimbursement from the District for travel expenses received from the court/court clerk for jury duty service for such expenses. The employee will receive the full amount of his/her wage during jury duty.

If the PSRP does not remit to the District the jury duty payment received from the court/court clerk, the wage to be paid for each such day by the District will be computed by taking the normal daily wage and deducting therefrom the amount the employee was paid for jury duty for the day.

**H. Unused Sick Leave**

Each PSRP with at least eight (8) years service in the District, who is retiring will be paid fifty percent (50%) of their regular PSRP daily pay for each unused Sick Leave day which is not submitted by the PSRP for IMRF credit. To be entitled to payment for unused sick days, the PSRP must submit an irrevocable letter of resignation at least one (1) year prior to their last day of work.

**I. Family Medical Leave Act**

The rights, terms, conditions and obligations of the Family Medical Leave Act and its implementing regulations, as amended from time to time, are incorporated herein.

**J. Non-FMLA Leave**

10-month PSRP who work at least 1100 hours in the twelve months prior to the commencement of the leave provided under this Article V(J), but whose regular, annual hours of work will not otherwise be sufficient to qualify for FMLA leave, may take up to twelve (12) weeks of unpaid leave during a rolling twelve (12) month period. The purpose for which leave may be granted, and the terms and conditions governing the implementation of such leave shall be as set forth under Article V(I), above. However, the leave provided under this Article V(J) shall not be construed as leave granted by virtue of the federal Family Medical Leave Act, and enforcement of any contractual rights to the leave provided hereunder is limited to the filing of a grievance pursuant to Article VIII (Grievance Procedure).

**K. District Emergency Sick Leave Bank Plan**

**1. Membership and Administration of the Sick Leave Bank**

Each PSRP may voluntarily donate one (1) sick leave day to become a member (hereinafter referred to as "Member PSRP") of the Emergency Sick Leave Bank by submitting to the District Business Office an Emergency Sick Leave Bank Enrollment form no later than September 15 of that school year. Employees hired after the beginning of the school year shall be given thirty (30) days to submit to the District Business Office an Emergency Sick Leave Bank Enrollment form. PSRP who choose to join in a later year must wait one full year after joining before being given consideration for Emergency Sick Leave Bank days. Once a Member PSRP has been granted twelve (12) Emergency Sick Leave Bank days in a school year, in the following year during open enrollment the member PSRP must donate one (1) sick leave day to continue membership in the Emergency Sick Leave Bank.

Within fourteen (14) days of a request, the Superintendent shall provide to the Union President in writing an updated balance for the Emergency Sick Leave Bank inclusive of days donated by each member and a copy of each Emergency Sick Leave Bank Enrollment form submitted during that school year.

The Union President and Superintendent shall be responsible for maintaining their own databases for Member PSRP contributions and total sick leave days. At the request of either the Union President or the Superintendent, the two will meet periodically to compare data and confirm sick leave bank totals.

The Union's Executive Board will determine the dispensation of sick leave days when a request is made by a Member PSRP. The Union President will not have a vote unless for the purpose of breaking a tie.

**2. General Conditions**

If the Emergency Sick Leave Bank falls below twenty (20) days, each Member PSRP will again volunteer at least one (1) day in order to maintain membership in the Emergency Sick Leave Bank. Any sick day donated will be non-refundable.

Upon depletion of all his/her sick leave, vacation leave, and personal leave days, a Member PSRP may make a written request to use the Emergency Sick Leave Bank days. Granting of Emergency Sick Leave Bank days will only be considered for catastrophic illness (i.e. cancer, stroke, heart attack, etc.), accident with prolonged recuperation, prolonged illness, or other circumstances as determined by the Union's Executive Board that may affect the Member PSRP.

The number of days drawn by any participating Member PSRP shall be no less than one (1) day and no more than twelve (12) days per incident in any one (1) school year.

### **3. Procedure for Use of Emergency Sick Leave Bank**

Any participating Member PSRP will be entitled for consideration to draw from the Emergency Sick Leave Bank provided the following three (3) conditions are met:

- a. The participating Member PSRP has met the requirements under 2. above.
- b. The participating Member PSRP shall produce a Licensed Medical Doctor's certificate as proof of need to the Union President.
- c. The participating Member PSRP has been absent at least five (5) consecutive unpaid work days in connection with the same illness and/or incident. Exceptions such as chemotherapy treatment, renal dialysis, etc., will be approved at the discretion of the Union's Executive Board.

Any participating Member PSRP who has used the maximum number of Emergency Sick Leave Bank days will again be eligible for consideration to use the Emergency Sick Leave Bank after conditions 1-3 above are met for a second illness within the same school year. However, the five (5) day waiting period referenced in 3.c. will be waived.

If an illness carries into the next school year, conditions 1-3 must be met again before the individual is eligible for consideration to use the Emergency Sick Leave Bank again.

## ARTICLE VI

### WAGES AND FRINGE BENEFITS

#### **A. Method of Payment**

10-month PSRP may elect to receive his/her wage in twenty (20) periods (September through June) or twenty-four (24) pay periods (September through August). All other PSRP will receive his/her wage in twenty-four (24) periods. All wages will be transmitted via direct deposit. Pay days will be the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) day of the month. When the fifteenth (15<sup>th</sup>) or thirtieth (30<sup>th</sup>) falls on a school holiday or other non-business day, payroll checks will be available on the last regular school or business day prior to the holiday or other non-business day.

All 10-month PRSP will complete a wage payment election form (selecting either twenty or twenty-four pays) prior to the first work day of the school term. The wage election form shall remain in effect from year to year or until the PSRP changes his/her election for a subsequent year by filing a new election form. In no event may a wage election be changed after the first day of the school year. The default payment schedule if a PSRP does not submit a wage election form shall be twenty (20) pay periods.

Each PSRP shall receive detailed payroll information at the beginning of each school term including the following information; pay roll dates (that is the actual work period dates for when the PSRP is being paid), hourly pay rate, and hourly flex amount. Each PSRP pay stub shall include the following information: payroll period frequency (twenty or twenty-four periods), and regular hours worked including their normal hourly rate and flex amount. Each PSRP pay stub shall include the following information when applicable: special duty assignment hourly rate and flex amount, and substitute hourly rate and flex amount.

#### **B. Resignation**

PSRP who resign during the school year will be paid for the period of actual employment. The amount due the PSRP will be paid in the next regularly scheduled pay cycle after the last day of work.

#### **C. Extracurricular/Supplemental Duty Pay**

If the Board of Education determines that an extra-curricular/supplemental duty program is to be developed and implemented for the upcoming school year, the Board recognizes that PSRP shall have an opportunity to become involved in the planning of such programs. Adoption and approval of such programs shall be at the sole discretion of the Board annually. PSRP shall request in writing to the superintendent for approval of extracurricular/supplemental duties not listed in the chart; if approved, such approval shall be issued in writing.

Coaches and other extra-curricular/supplemental duty personnel shall be paid in one (1) payment at the end of their season and/or activity upon filing a certificate of completion with the building principal. Any extracurriculars/supplemental duties not listed in the Extracurricular/Supplemental Duty Pay Chart as well as any hourly events/work, including but not limited to, Saturday Detention, Saturday School, Building-Wide After School Detention Proctor, Friday Night Out Supervisors, Intramurals/Activities Supervisors, Homework Club, Newspaper, Job Alike Mentor and event work at Fine Arts/Sports Events shall be paid at the following hourly rate:

2017-2019  
\$17.61

**Supplemental Duty Pay Chart**

**Group I**

Basketball  
Wrestling  
Drama (per show, max 2)  
Science Olympiad  
Activities Director (per season, max 3)

**Group II**

Cross Country  
Soccer  
Volleyball  
Softball  
Track

**Group III**

Intramurals Coordinator (Frederick)  
Cheerleading  
Service Club  
Student Council (Grades 5-8)  
Junior Beta  
Scholastic Bowl  
Band Director  
Math Club

**Group IV**

Intramurals Coordinator  
Student Council (Grades K-4)  
Friday Night Out Coordinator  
Team Facilitator  
District Fine Arts Team Leader  
Kickoff Camp (Frederick School)  
Choral Director 5-8

**Group V**

Yearbook  
Talent Show (District)

**Group VI**

Science Olympiad Events Coaches (maximum 8 events)  
Spelling Bee (per building)

<u>Group Rates</u>	<u>2017-2019</u>
Group I	\$3,498
Group II	\$2,799
Group III	\$2,098
Group IV	\$1,401
Group V	\$1,050
Group VI	\$ 524

**Assistant Coach or Assistant Activity Head Salary:**

1<sup>st</sup> and 2<sup>nd</sup> Year: 70% of Head Coach or Activity Head

3<sup>rd</sup> or More Years: 80% of Head Coach or Activity Head

**D. Summer School Pay**

The Board will pay PSRP for summer school duties by checks separate from their regular earnings.

**E. Term-Life Insurance**

The Board shall provide each full-time PSRP with a fifty thousand-dollar (\$50,000) term-life insurance policy. The Board shall provide part-time PSRP with a term-life insurance policy prorated accordingly. PSRP who retire or who are on leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under the policy.

**F. Fringe Benefits: Flexible Benefit Plan**

The Board will make available group major medical insurance. The Board may change carrier(s), if the coverage remains substantially the same, after consulting with the Union.

1. The Board will maintain a cafeteria plan, for all PSRP employed on or before March 8, 2007, which meets the requirements of Section 125 of the Internal Revenue Code and such non-Occupational Therapist PSRP will receive a flex payment equal to two dollars and 30/100 per hour (\$2.30/hour).

Occupational Therapist PSRP employed on or before March 8, 2007 will have overall compensation defined as their wage as determined in Article VI, Section M plus a flex amount of six thousand two hundred and ninety-two dollars (\$6,292). To receive the flex amount, an Occupational Therapist PSRP must maintain the health coverage selected at the time of execution of this Agreement. Occupational Therapist PSRP selecting only dental insurance may elect to discontinue such coverage. Any Occupational Therapist PSRP, who as of the 2006-2007 school term has selected coverage in excess of single coverage (e.g., single + one, single + spouse, family, etc.) will continue to receive over the life of this Agreement either \$6292 in flex or 100% HMO single and dental coverage whichever is greater.

If, at any time, such Section 125 or related regulations are amended, the parties will promptly revise the plan to comply with the amendment.

2. A PSRP may annually contribute any amount to the plan, not to exceed such other amount up to the limit imposed by applicable provisions of the Internal Revenue Code or Internal Revenue Service rule or regulation in any plan year. Such payments are to be deducted from the PSRP compensation along with deduction of contributions to the Illinois Municipal Retirement Fund, which may be required on such cafeteria plan payments. Prior to the beginning day of the plan year, each PSRP shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - a. premiums for the health, dental, disability and life insurance that is provided by the Board;
  - b. reimbursement for qualified dependent care assistance as defined in Section 129 of the Internal Revenue Code;



- c. reimbursement for the cost of medical, dental and eye care, as defined in Section 213 of the Internal Revenue Code, to the extent not covered by insurance, and incurred by the PSRP, the PSRP spouse and/or the PSRP dependents.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided by the regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the PSRP during that year or carried over to a succeeding plan year.
4. The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the PSRP wage payments during the plan.
5. Claims for reimbursement may be submitted monthly, unless the Agreement with the plan administrator provides for submission of claims on a frequency more often than monthly. Claims for reimbursement must be for services received during the plan year.
6. Part-time PSRP shall be eligible for full deferral of their actual additional costs pursuant to the flexible benefit plan.

#### **G. Insurance Benefits**

The Board will make available group major medical insurance. The Board may change carrier(s), if the coverage remains substantially the same, after consulting with the Union.

Non-Occupational Therapist PSRP will be provided either one hundred percent (100%) Board paid single HMO medical and dental coverage or ninety-five percent (95%) Board paid single PPO medical coverage and fifty-five percent (55%) Board paid single PPO dental coverage.

#### **H. Professional Growth**

In accordance with the requirements set forth below, the Board will reimburse the cost of course tuition, including all required textbook fees

1. up to one thousand six hundred fourteen dollars (\$1,614) per PSRP per year for Master Degree or higher degree coursework;  
  
up to eight hundred seven dollars (\$807) for Baccalaureate Degree coursework and/or, with the approval of the Superintendent or designee, certification programs coursework and;  
  
up four hundred three dollars and fifty cents (\$403.50) for Associate Degree.
2. Coursework for non-Occupational Therapist PSRP will be for purpose of attaining and/or maintaining any certification and/or as a result of any legislative mandate of a field of study related to the PSRP assignment and/or responsibilities with the District.
3. The Board shall reimburse the cost of course tuition, per year, including all required textbook fees, up to eight hundred twenty-four dollars (\$824) per PSRP for continuing education credit courses required for Occupational Therapist and/or Occupational Therapy Assistants required to maintain licensure.

4. The aggregate reimbursement for the bargaining unit to be paid by the Board will not exceed fifteen thousand four hundred fifty dollars (\$15,450) per fiscal year, split into two (2) equal pools for July-December and January-June with any unused monies from July-December rolling into January-June.
5. Requests for reimbursement must be pre-approved by the Superintendent or Superintendent's designee prior to enrollment. No reimbursement will be made for coursework that has not been pre-approved. Requests must be submitted no later than June 15 for the July-December period and December 15 for the January-June period.
6. In the event the yearly amount budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per each PSRP's total claim.

(appropriate dollar amount)/total professional growth dollar claims = \_\_\_\_\_ %

Multiply the percentage calculated above by each PSRP's total claim amount.

7. All coursework must be taken from an accredited institution of higher education (or in the case of certification programs referenced in subparagraph 1, above and continuing education credits referenced in subparagraph 3, above, by an approved provider of such programs) reasonably acceptable to the Chief School Business Official.
8. All coursework must be taken for a grade, if offered.
9. Additionally, to be entitled to reimbursement, the PSRP must submit to the Chief School Business Official a receipt showing payment of tuition by the PSRP and a final grade report or transcript showing completion of the coursework with a grade of "B" or better, or "Pass" if the coursework was taken on a pass/fail basis. This receipt must be submitted at least forty-five (45) calendar days in advance of payment. Reimbursement payments will be made to eligible PSRP by January 31<sup>st</sup> for the July-December period and July 30<sup>th</sup> for the January-June period.

#### **I. Credit on Wage/Salary Schedule**

1. Coursework taken which would allow for the increase of a PSRP's respective wages/salary provided official transcripts are received at the District Administrative Office on or before September 30th will allow for full credit of the wages/salary increase for the entire year, effective the final pay period in October.
2. Coursework taken which would allow for the increase of a PSRP's respective wages/salary provided official transcripts are received at the District Administrative Office after September 30th, but on or before the last day of February of any school year, will allow for one-half (1/2) of the annualized increased wage/salary to be paid over the course of the PSRP's remaining paychecks for the year effective with the first (1<sup>st</sup>) pay period in March.
3. Program Assistants who earn a BA degree shall be granted a wage increase of an additional six percent (6%).
4. Occupational/Physical Therapists who move from BA+15/25 to BA+30/50 shall be granted a salary increase of an additional six percent (6%). OT/PTs who move from BA+30/50 to BA+45/75 or MS shall be granted a salary increase of an additional six percent (6%). OT/PTs who move from BA+45/75 or MS to BA+60/100 or MS+15/25 shall be granted a salary increase of an additional six percent (6%). OT/PTs who move from BA+60/100 or MS+15/25 to BA+76/125 or MS+30/50 or PHD shall be granted a salary increase of an additional six percent (6%).

5. Occupational Therapy Assistants who move from OTA to OTA+15/25 shall be granted a salary increase of an additional six percent (6%). OTAs who move from OTA+15/25 to OTA+30/50 shall be granted a salary increase of an additional six percent (6%). OTAs who move from OTA+30/50 to OTA+45/75 shall be granted a salary increase of an additional six percent (6%). OTAs who move from OTA+45/75 to OTA+60/100 shall be granted a salary increase of an additional six percent (6%).
6. Nurses who move from ASN to BSN shall be granted a salary increase of an additional nine and eight tenths percent (9.8%). Nurses who move from BSN to BSN/MS shall be granted a salary increase of an additional nine and eight tenths percent (9.8%).

**J. Conferences, Workshops and Meetings**

1. Requests for Professional Leave for conference, workshops and meetings must be made at least ten (10) days in advance of the event whenever possible.
2. The Superintendent or designee will approve or disapprove within three (3) days following receipt of that form.
3. Salary of substitute PSRP will be assumed by the Board.
4. Travel will be reimbursed at the rate established by the Board of Education annually. Meals will be reimbursed in full to a maximum of fifty (50) dollars per day.
5. The PSRP will be reimbursed on the next regularly scheduled payday following the next regularly scheduled meeting of the Board of Education.

**K. Outside Experience / Starting Salary**

The Board reserves the right to transfer current PSRP or hire new PSRP and place them on the wage/salary schedule. However, in such cases no transfer or new hire shall receive a starting wage or salary that exceeds that of a current employee with like experience and like degree. Full credit for years in the District shall be granted to transferring PSRP. For a new hire, credit for like experience may be granted for experience in a job directly related to the PSRP position being filled, not to exceed eight (8) years.

In times of extraordinary market conditions, the Board may grant one (1) new OT or PT per school year a number of years of credit greater than the actual years of experience.

Prior to the final starting wage/salary determination, the Superintendent or designee and the Union President or designee shall consult regarding the starting wage/salary of the new PSRP. Afterwards, the wage/salary for the new PSRP, while following the above language, will be at the sole discretion of the Superintendent. Within one week of the PSRP's start date, the Union President will receive notice of the new PSRP's actual starting wage or salary.

**L. Mileage Reimbursement**

PSRP will be paid at the mileage rate established by the Internal Revenue Service to perform duties within and without the School District, provided such duties have been pre-approved by the Superintendent.

**M. Wages**

For the 2017-2018 school year, all PSRP shall receive a wage/salary increase of three and seventy-five hundredths percent (3.75%) over the prior year's wage/salary rate.

For the 2018-2019 school year, all PSRP shall receive a wage/salary increase of two and seventy-five hundredths percent (2.75%) over the prior year's wage/salary rate.

For the 2019-2020 and 2020-2021 school years, the Union and Board shall reconvene beforehand to determine the wage/salary increases.

**N. Substitution Pay**

An additional stipend will be paid PSRP who substitute for teachers. The rate of pay for PSRP teacher substitution will be the greater of the PSRP regular hourly wage and the District substitution pay rate. The District substitution pay rate will be posted in each building.

**O. Workshop Instruction**

PSRP will conduct approved workshops for the purpose of improving job related skills within various job categories. Topics may include, but shall not be limited to, Safety for Maintenance and Custodial Staff; Microsoft Excel for Office Staff; Workgroup Manager for Information Technology Staff.

All such workshops shall be pre-approved by the Superintendent or designee. Workshop topic proposals may be submitted to the Superintendent or designee for pre-approval and may include a designated PSRP to conduct the workshop. Workshops shall cover the pre-approved topic in a one (1) to three (3) hour format. District PSRP approved to conduct such workshops shall be reimbursed twenty-five (25) dollars for the first approved workshop hour and ten (10) dollars for each additional approved hour.

PSRP attending such workshops, within their respective job category shall earn their regular hourly rate of pay for the duration of the workshop.

**P. Bus Assignment Stipend**

PSRP assigned to perform duties aboard school transportation vehicles transporting students to and from their home shall have a wage premium of ten percent (10%) of their regular hourly wage for one (1) hour per bus run worked.

**Q. Personal Hygiene Assistance**

When possible, without disrupting educational services to other students, same gender personnel will be used for personal hygiene assistance (toileting, diapering, menstruating care, etc.) required by post-PreK students. The Board will not be required to hire additional personnel or to make gender a job qualification for the purposes of assigning Program Assistants to students with personal hygiene assistance needs.

**R. Bilingual-Translation Stipend**

PSRP with appropriate background and training shall be paid for verbal and written translation services, provided it is approved, prearranged, and does not unduly interfere with regular assigned job duties. Pay will be the hourly rate as listed in Article VI, Section C (Extracurricular/Supplemental Duty Pay).

**S. Health Clerk Certified Hearing/Vision**

A \$1050 one-time stipend shall be given upon completion of Hearing/Vision training and provision of a copy of certification. Should the PSRP receiving such stipend voluntarily resign employment in the District within 24 months of completion of the certification, the PSRP will pay back to the Board 50% of the stipend.

## ARTICLE VII

### WORKING CONDITIONS

#### A. Safety & Cleanliness

The Board will provide reasonably safe and sanitary working conditions for all PSRP. The Administration will provide continuous monitoring of working conditions and will correct unsafe and/or unsanitary conditions provided that these conditions are under the jurisdiction of the Administration. The PSRP should report in writing or by e-mail any unsafe or unsanitary conditions to the building principal. Such report may be in the form of a work order request, a written note, or by e-mail.

#### B. Supervisory Duty

Any supervisory duty outside of the normal workday will be paid at the PSRP regular pay rate and will be subject to all overtime regulations. Building level Information Technology staff shall be exempt from performing any supervisory duty during their workday.

#### C. Uniforms

Uniforms and steel-toed shoes are a requirement for all custodial and maintenance PSRP. The District will supply newly hired custodial and maintenance PSRP with a minimum of five (5) new gender specific uniforms and two (2) new gender specific uniforms each fiscal year thereafter, insulated outdoor wear as required by job every other year, and one pair of safety glasses, and one ear protection device each year. In addition, the District will reimburse each custodial and maintenance employee for the cost of one pair of steel toed safety work shoes per year to a maximum of one hundred twenty-five (\$125) dollars.

#### D. Paid Holidays

Twelve-month PSRP will receive the following paid holidays when they fall during such PSRP scheduled work unless a waiver is granted by the Illinois State Board of Education or the Illinois General Assembly.

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veteran's Day
Abraham Lincoln's Birthday	Thanksgiving Day
Casmir Pulaski Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Presidents' Day

Any clerical PSRP working the week of Independence Day, with the prior approval of the Superintendent or designee, shall receive holiday pay for Independence Day.

In the absence of a waiver of any of the above holidays from the Illinois State Board of Education or Illinois General Assembly, any PSRP required to work on any of the above days will be compensated at an hourly wage rate that is double their normal hourly wage rate. All PSRP will be paid for any holiday that the Illinois General Assembly grants the district a waiver for more than one of the above days.

**E. Workweek**

PSRP required to work on weekends will be offered a workweek schedule of Monday through Friday when one becomes available.

**F. Workday**

The workday for full-time PSRP as follows:

Instructional and Program Assistants' workdays will be seven (7) hours inclusive of a one-half (1/2) hour duty free, unpaid lunch, except that on days parent-teacher conferences are held, or other days designated for a half-day (1/2) of service. On such half-days, the work day will be three and three-quarters (3 ¾) hours of service. In the event a school year includes late start days, Instructional and Program Assistant workdays will be reduced by the number of late start minutes as determined by the Calendar Committee.

Building Information Technology Staff and Information Assistants' workdays will be seven and one-half (7 1/2) hours inclusive of a one-half (1/2) hour duty-free, unpaid lunch.

Occupational Therapist, Occupational Therapy Assistants and Speech Assistants will work the same workday as Teachers.

All other PSRP' workdays will be eight and one-half (8 1/2) hours inclusive of a one-half (1/2) hour duty free, unpaid lunch.

Exceptions to the above workdays may be negotiated between the Superintendent or the Superintendent's designee and the PSRP Union President.

PSRP will not be required to punch in or out on a time clock or maintain weekly time sheets, with the exception that time sheets may be required for overtime purposes only. It is understood that each PSRP will work his or her own regularly scheduled days and hours, unless specifically authorized to modify their hours on a given day by the Chief School Business Official or the Chief School Business Official's designee.

If a PSRP is absent, tardy, leaves early, or otherwise fails to complete his/her assigned work shift, he/she may be required to submit a PSRP absence report. PSRP absence reports (if applicable) will be submitted to the Business Office the first possible workday following the weekly time sheet period.

## **G. Vacation**

Vacation for all twelve-month PSRP will be according to the following table:

<u>Length of Employment</u>	<u>Monthly Accumulation</u>	<u>Maximum Earned Per Year</u>
1-5 Years	0.83 Days	10 Days
6-7 Years	1.25 Days	15 Days
8-9 Years	1.33 Days	16 Days
10-11 Years	1.42 Days	17 Days
12-13 Years	1.50 Days	18 Days
14-15 Years	1.58 Days	19 Days
16-17 Years	1.70 Days	20 Days
18-19 Years	1.80 Days	21 Days
20-21 Years	1.83 Days	22 Days
22-23 Years	1.92 Days	23 Days
24-25 Years	2.00 Days	24 Days
26+ Years	2.08 Days	25 Days

A maximum of five (5) vacation days may be carried forward in any given year. PSRP must provide not less than forty-eight (48) hours prior notice of their intent to take vacation lasting two (2) days or less. PSRP must provide not less than one (1) weeks' notice for all vacation lasting more than two (2) days. Not more than 50% of custodians/drivers or maintenance may be on vacation at the same time.

## **H. Overtime**

Overtime work is all work performed in excess of forty (40) hours per week. No overtime will be performed by PSRP without prior, specific authorization by the Business Manager or designee. Overtime work will be offered to PSRP, within their respective job categories, on a voluntary basis. When an insufficient number of volunteers are found to fill the required overtime work, overtime work will be assigned on an involuntary basis. Overtime work, whether voluntary or involuntary, will be assigned on a monthly basis.

Job categories for the purpose of overtime work assignment will be office staff, custodian, and maintenance.

Voluntary overtime work will be offered PSRP on seniority basis, as defined in Article II, within a given job category. The District will offer voluntary overtime work beginning with the most senior PSRP within a job category and proceed to the next most senior PSRP in the job category until all overtime work requirements are satisfied.

When an insufficient number of volunteers are available to fulfill the required overtime work assignments, the District will assign involuntary overtime work to the least senior PSRP within a job category and proceed to the next least senior PSRP in the job category until all overtime work requirements are satisfied.

PSRP will receive a payment for an additional two (2) hours of wages, at the PSRP's regular pay rate, in addition to the time actually worked for snow removal, flood response or other emergency response authorized by the Superintendent performed outside of normal work hours.



**I. Partial Day School Closing**

If school is on either a late arrival schedule or on an early release schedule because of bad weather, PSRP will be released with pay along the same guidelines as teachers, in the case of early release, no later than thirty (30) minutes after students are gone from the building. PSRP whose work activities required by the administration for the efficient operation of the School District may be individually exempted from this provision on a case by case basis.

**J. Additional Training**

Any training or in-service required will be conducted during the PSRP normal work hours.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### A. Definition

A "grievance" will mean a complaint that there has been a violation, misinterpretation, or misapplication of this Agreement.

#### B. Statement Of Basic Principles

1. Every PSRP may present grievances in accordance with these procedures, with or without representation of the Union. Nothing contained in this Article or elsewhere in this Agreement will be construed to prevent any individual employee from discussing a problem with the Board and having it adjusted without intervention of or representation by the Union. A grievance may also be filed by a Union representative in the name of the Grayslake PSRP Council.
2. The failure of a PSRP or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the Board's failure to give a decision within the time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. Any PSRP has a right to be represented by the Union in the grievance procedure. The PSRP may be present at any grievance discussion when the Union or Board deems it necessary. When the presence of a PSRP at a grievance hearing is requested by either party, illness or other incapacity of the PSRP will be grounds for any necessary extension of grievance procedure time limits.
4. In any instance where the Union is not represented in the grievance procedure after Step One, the Union will be notified of the final disposition of the grievance.
5. Hearings and conferences under this procedure will be conducted at a time and place which affords a fair and reasonable opportunity for the grievant and his/her representative and any other party required for testimony to appear. A PSRP required to attend a meeting or hearing held at the discretion of the Board during a PSRP normal workday will be released to attend said meeting without loss of pay.
6. For purposes of calculating time limits, "days" shall mean student attendance days during the school term and business days (excluding state and federal holidays) during the summer break.

#### C. Procedures

1. **First Step:** An attempt will be made to resolve any grievance in informal, oral discussion between complainant and his/her immediate supervisor.
2. **Second Step:** If the grievance cannot be resolved informally, the aggrieved PSRP ("Grievant") may file the grievance in writing and discuss the matter with the Business Manager or other appropriate Administrator at a mutually agreeable time. The written grievance should state the nature of the grievance, should note the specific section or subsection of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the Second Step

must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance or when the Grievant or Union has or reasonably should have had first knowledge of the event. The Business Manager or other appropriate Administrator who has authority to make a decision on the grievance will grant or deny the grievance, in writing, to the PSRP and the Superintendent within fifteen (15) school days.

3. **Third Step:** The Union may appeal the response in step 2, above, by submitting to the Superintendent, a demand in writing within fifteen (15) days of such response that the matter be advanced to final and binding arbitration in accordance with the rules set forth below. The cost of the arbitrator will be shared equally by the Board and the Union. The Federal Mediation and Conciliation Service (FMCS) will administer the arbitration proceeding.

**D. Rules for Arbitration**

1. Briefs, if required, shall be due within thirty (30) calendar days of the completion of the hearing. Briefs shall be submitted in duplicate directly to the arbitrator, who upon receipt of both briefs shall transmit one (1) copy to each party.
2. The arbitrator's decision shall be due within thirty (30) calendar days of his/her receipt of both briefs, or, if no briefs are required, within thirty (30) calendar days of the close of the hearing.

## ARTICLE IX

### DURATION AND TECHNICAL CLAUSES

#### A. Duration Of Agreement

This Agreement will be in effect as of July 1, 2017 and will continue in full force and effect until June 30, 2021. The ending date will not be construed to deprive PSRP of earned benefits; or preclude a grievance from being resolved on its merits when such grievance has not run its full course by that date. The Parties agree to meet to negotiate Article VI. C., G., H., K., and M. for the 2019-2020 and 2020-2021 contract years.

#### B. Technical Clauses

Separability - In the event any provision of this Agreement is held to be contrary to law, all other provisions of this Agreement will continue in effect.

#### C. No Strike Clause

The Union will not strike during the life of this Agreement.

#### D. Typing and Printing Of The Agreement

The Board and the Union will share equally the costs related to duplicating the Agreement. The Union will assume the responsibility for printing.

## APPENDIX A

### ENTRY LEVEL PSRP WAGE/SALARY SCHEDULE

	2017-2018	2018-2019	2019-2020	2020-2021
Program Assistant CERT	\$13.30	\$13.40	TBD	TBD
Program Assistant BA	\$14.08	\$14.19	TBD	TBD
Secretary	\$14.69	\$14.80	TBD	TBD
Health Clerk	\$15.14	\$15.25	TBD	TBD
Building Administrative Assistant	\$17.81	\$17.94	TBD	TBD
District Clerical	\$19.59	\$19.73	TBD	TBD
Custodian/Driver	\$12.11	\$12.20	TBD	TBD
Head Custodian	\$13.19	\$13.29	TBD	TBD
Maintenance	\$14.38	\$14.49	TBD	TBD
O & M Assistant	\$15.67	\$15.79	TBD	TBD
Maintenance Specialist	\$17.08	\$17.21	TBD	TBD
Info Assistant	\$15.98	\$16.10	TBD	TBD
Library Tech Assistant	\$16.38	\$16.50	TBD	TBD
District Technician	\$17.76	\$17.89	TBD	TBD
Nurse ASN	\$34,358	\$34,616	TBD	TBD
Nurse BSN	\$37,710	\$37,992	TBD	TBD
Nurse BSN/MS	\$41,396	\$41,706	TBD	TBD
OT/PT BAMS	\$56,931	\$57,358	TBD	TBD
OT/PT BA+60/100 MS+15/25	\$60,347	\$60,800	TBD	TBD
OT/PT BA+75/100 MS+30/50 PHD	\$63,968	\$64,448	TBD	TBD
OTA	\$35,461	\$35,727	TBD	TBD
OTA+15/25	\$37,588	\$37,870	TBD	TBD
OTA+30/50	\$39,843	\$40,142	TBD	TBD
OTA+45/75	\$42,234	\$42,551	TBD	TBD
OTA+60/100	\$44,768	\$45,104	TBD	TBD

**IN WITNESS THEREOF:**

For the Board of Education, Community  
Consolidated School District No. 46,  
Grayslake, Lake County, Illinois

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

For the Grayslake PSRP, A Council of the Lake  
County Federation of Teachers, Local 504,  
IFT-AFT/AFL-CIO

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

*Josh Brown*

*K. Kelly Scott*

*2/6/18*

*2/7/18*



