AGREEMENT

Between

BOARD OF EDUCATION OF
FOREST RIDGE SCHOOL DISTRICT 142

And

SUPPORT EDUCATION ASSOCIATION
IEA-NEA

2016-2020
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ARTICLE I
RECOGNITION AND SCOPE

1.1 Recognition. The Board of Education of Forest Ridge School District 142, Cook County, Illinois, hereinafter referred to as the “Board,” hereby recognizes the Support Education Association, affiliated with the IEA-NEA, hereinafter referred to as the “Association,” as the sole and exclusive bargaining agent for all regularly employed secretaries, custodial employees and paraprofessionals, excluding the secretary to the Superintendent, all employees working less than 21 hours per week, and confidential, supervisory, managerial, employees housed at the District Office, and short term employees as defined by the Illinois Educational Labor Relations Act. The term “employee” when used herein below shall mean all employees represented by the Association in the bargaining unit as defined above.

1.2 Scope. The Board and Association agree to negotiate in good faith with regard to wages, hours, and terms and conditions of employment as required by the provisions of the Illinois Educational Labor Relations Act.

1.3 Fair Share. No employee shall be required to join the Association as a condition of employment. However, each employee who is not a member of the Association is required to pay a fair share fee to the Association for the purpose of deferring the costs of services rendered by the Association to non-members.

In the event an employee does not pay the fair share fee directly to the Association within 30 days following the commencement of employment the Board shall deduct the fair share fee from the wages of the employee in accordance with the procedures currently established in the District for membership dues deduction.
At least annually, the Association must certify the amount of this fair share fee, which may not include contributions related to the election or support of candidates for political office. The Association shall also comply with the Notice of Fair Share fees requirement and other provisions as provided by the applicable rules of the IELRB. The Board shall not be required to deduct the fair share fee until the certification and notice requirements described herein have been met as required by applicable law and/or the rules and regulations of the IELRB.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of either a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share payment to a non-religious charity mutually agreed upon by the employees affected and the Association.

The Association shall indemnify and save the board harmless against any and all claims, demands, suits, or other forms of liability, including all costs and attorney’s fees that shall arise out of or by reason of any non-negligent action taken or not taken by the Board for the purpose of complying with this Article, or in reliance upon any list, certification or notice furnished pursuant to this Article.

ARTICLE II
NEGOTIATIONS PROCEDURES

2.1 General. The Board and Association agree to conduct negotiations in accordance with the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board. Negotiations matters will not be discussed or materials distributed in the presence of students.
ARTICLE III
SEA RIGHTS

3.1 Notice of Board Meetings. The President of the Association will be provided with online notice of all regular and special meetings of the Board at least 48 hours prior to the scheduled time of the meeting.

3.2 Board Minutes. One (1) copy of all open session Board minutes will be provided to the President of the Association.

3.3 Posting of Notices. The SEA may post notices on faculty bulletin boards in staff lounges.

3.4 Use of Mailboxes. The SEA may use the District’s employee mailboxes for dissemination of information pertaining to the SEA’s routine business matters.

3.5 Use of Facilities. The SEA may use school facilities for meetings with the prior approval of the building principal.

3.6 List of New Employees. Names, addresses, phone numbers, and assignments of newly hired employees will be provided to the Association President within 14 days after Board approval of their employment.

3.7 Committee Representation. The SEA may have one representative on the District’s insurance and discipline committees, as well as on any committee, which exists, or which may be established in the future and which the Board and Association agree has relevance to the work of support staff.

3.8 Copy of Agreement. Newly hired members of the bargaining unit will be able to access this agreement online on the District website.
3.9 **Flex Scheduling: SEA Meetings.** Employees who work beyond 4:00 p.m. shall be allowed up to six (6) hours of flex-time scheduling annually, upon prior approval of the employee’s supervisor, for the purpose of attending SEA meetings.

**ARTICLE IV**

**MANAGEMENT RIGHTS**

4.1 **Management Rights.** All management rights and functions, except those which are elsewhere abridged by this Agreement, will remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to: the control of property and the composition, assignment, direction, and determination of the size and type of the District staff; the right to determine the work to be done and the standards to be met by employees; the right to subcontract bargaining unit work in whole or in part, the right to change or introduce new programs and courses of instruction, methods, processes, means, and facilities; the right to hire, establish work schedules, determine hours of employment, assign, transfer, or layoff employees; and the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for just cause and otherwise to maintain an orderly, effective, and efficient operation.

**ARTICLE V**

**GRIEVANCE PROCEDURE**

5.1. **Definition.** A grievance is defined as a complaint by an employee, group of employees or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
5.2. **General Provisions.**

5.2.1. **Time Limits.** All time limits consist of all weekdays when the District office is open for business. Days when students are not in attendance during winter or spring breaks will not be counted.

5.2.2. **Failure to Proceed.** No grievance shall be processed or entertained unless it is filed in writing in accordance with the provisions of Step 1 below. If an employee or the Association fails to pursue a grievance to the next step within the prescribed time limits, the grievance shall be dropped.

5.2.3. **Failure to Respond.** If the Employer fails to respond to any grievance within the prescribed time limit, the grievance will automatically proceed to the next step.

5.3. **Procedures.**

**Step 1.** A grievance shall be presented in writing to the Principal within fifteen (15) days of the date upon which the grievant or the Association knew or reasonably should have known of the event giving rise to the grievance. The written grievance must state the provision of the Agreement involved and the remedy requested. The Principal or designee shall meet with the grievant and an Association representative within five (5) days of the date of the written grievance to discuss it. The Principal shall provide a written response to the written grievance within five (5) days of the meeting.

**Step 2.** If the grievance is not resolved at Step 1, the grievant may within five (5) days of the date of the Principal’s response, refer the grievance to the
Superintendent. The Superintendent or designee shall meet with the grievant and an Association representative within five (5) days of the date of the referral of the grievance to discuss it. The Superintendent shall provide a written response to the written grievance within five (5) days of the date of the meeting.

**Step 3.** If the grievant is not satisfied with the decision at Step 2, the grievant may, within five (5) days of receipt of the Step 2 decision, refer the grievance to the Board of Education. The Board of Education will consider the grievance at its next regularly scheduled Board meeting provided that this meeting is scheduled for a date not less than seven (7) days after the date upon which the grievance was referred to the Board, otherwise, the Board will consider the grievance at the next regularly scheduled Board meeting. The Board may request the presence of the grievant at the Board meeting in which case the grievant is entitled to Association representation. The Board shall provide the grievant with a written response to the grievance within ten (10) days of the Board meeting at which it was considered. If the grievant is not satisfied with the decision of the Board, the grievant may, within ten (10) days of the date of the Board’s decision, refer the matter to binding arbitration in accord with Step 4 below.

**Step 4.** To refer a grievance to binding arbitration, the grievant must give written notice of such referral to the Superintendent. Upon receipt of such referral, the parties shall either mutually agree upon an arbitrator or request an arbitrator from the Federal Mediation and Conciliation Service. The Federal Mediation and Conciliation Service shall be requested to submit simultaneously
to both parties an identical list of seven (7) names of persons from the grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Indiana or Wisconsin. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties shall alternately strike from the list, the Association striking first. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection. The arbitrator shall contact the parties to schedule a mutually agreeable date for the commencement of the arbitration hearing(s).

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application submitted in writing at Step 3 and shall have no authority to make a decision on any other issues. The arbitrator shall submit in writing his decision to the employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator’s interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be borne equally by the Union and the Board. However, each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript
shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

5.4 **No Reprisals.** No reprisals shall be taken by the Board or administration against any employee because of participation in any grievance. Files of grievances shall be kept separate from personnel files.

5.5 **Time Limits.** All time limits herein may be extended by the mutual written agreement of the parties.

5.6 **Bypass.** If the Association and Superintendent agree in writing to do so, any step of the grievance process may be bypassed and the grievance brought directly to the next step.

**ARTICLE VI**

**EMPLOYEE RIGHTS**

6.1 **Non-discrimination.** The Board and Association agree that they will not discriminate against any member of the bargaining unit for reasons of membership, non-membership or for engaging in any legally guaranteed union activities.

6.2 **Right to Representation.** In the event an employee is required to meet with the Board, an administrator or other supervisor for a matter which may lead to discipline of the employee, the employee shall be advised reasonably in advance of the general reason for the meeting and of his/her right to be accompanied by a representative of the Association.

6.3 **Discipline.** No employee shall be disciplined except for just cause. Reprimands shall not be subject to appeal beyond Step 3 of the grievance procedure.
Any employee who receives an oral reprimand that is evidenced by a writing or a written reprimand may attach a response to the reprimand.

6.4 **Complaints Against Employees.** In no case will an administrator or the Board take any disciplinary action against an employee based upon a complaint from a parent, teacher or student without first promptly notifying the employee of the nature of the complaint and giving the employee the opportunity to respond to it. The provisions of this section do not apply to any situation giving rise to a report of suspected child abuse that is required by law to be made to DCFS.

6.5 **Personnel Files.** There shall be one official personnel file for each employee. Prior to any material of an evaluative or disciplinary nature being placed in an employee’s file, the employee shall be given a copy to retain. Employees shall have the right upon reasonable request, to review the contents of their personnel files, except for pre-employment references, in the presence of the Superintendent or his/her designee. An employee may obtain a copy of anything in his/her personnel file by paying the actual copy costs. An employee has the right to attach a written response to any material of a critical or disciplinary nature contained in his/her personnel file.

6.6 **Indemnity.** Any case of legal action against an employee resulting from an incident that occurred while the employee was engaged in the performance of required duties for the District shall be promptly reported to the Superintendent. The Board will indemnify and protect all employees from damage claims and suits, including defense thereof, as provided for in Section 5/10-20.20 of the Illinois School Code, 105 ILCS 5/10-20.20.
6.7 **Hazardous Working Conditions.** If an employee feels that a hazardous working condition exists, he/she must notify the building principal in writing of the conditions believed to be hazardous. Promptly, after any necessary investigation, the principal will provide a response to the employee.

6.8 **Supervision of Students.** Employees may use such physical force with a student as is necessary to protect the student, themselves, a fellow employee or any other person from attack, physical abuse or injury or to prevent damage to District property. Physical restraint may not be used with students as punishment, but only as a planned intervention, following proper training, and in compliance with school district policy. Employees shall be provided with information and training necessary to the safe and effective handling of the children with whom they work. Assistance may be provided to a teacher or administrator when the teacher or administrator requests assistance with a student’s behavior. However, in the event an employee who is being requested to assist a teacher or administrator with a student’s behavior, becomes concerned for his/her safety or is not comfortable participating in this procedure, has the option to decline.

Any case of assault, battery, or intimidation of an employee shall be promptly reported in writing to the building administration. The administration shall comply with its obligations under the Illinois School Code.

6.9 **Instruction of Students.** Paraprofessionals cannot be responsible for the instruction of students within the classroom when the certified teacher is not present.
ARTICLE VII
WORKING CONDITIONS

7.1  **Scheduling, Work Days, and Work Hours.** Starting and quitting time shall be established by the Superintendent in accordance with school requirements. Individual time schedules are arranged and approved by the Building Principals. Work shift hours will not be changed for the purpose of avoiding overtime payments. However, an employee may request to alter his/her shift hours on a work day that requires him/her to work additional hours due to building demands with approval of his/her supervisor.

Normal hours of work and number of workdays per year shall be as determined and assigned by the Board as designated in the approved calendar. Employees shall be paid for the number of days worked at their regular rate.

Custodian schedules are based on building-by-building and district need and will vary according to scheduled activities in each of the buildings.

Paraprofessionals are required to be in attendance during the hours scheduled for the purpose of parent-teacher conferences, unless the principal agrees that the employee may work his/her regular hours.

The Superintendent will make every attempt to minimize changes to the regular shift hours. The normal hours of work and normal workdays per year are as follows:

7.1.1  **Custodian.** 12 months, 5-day work week, 9 hours per day including a one (1) hour duty-free unpaid lunch break when students and teachers are in session. When students and teachers are not in session
(e.g., Not In Attendance, Holidays, Summer Break), the lunch break may be a half (1/2) hour duty-free unpaid lunch break.

Vacation by 12 month custodians must be taken during periods when students and/or employees are not scheduled to be in attendance. Up to five days of vacation may be taken in special circumstances during the school year with prior approval by the Superintendent and Director/Supervisor of Buildings and Grounds.

7.1.2 **Custodian.** 10 months, 5-day work week, 7.5 hours per day including a .5 hour duty-free unpaid lunch break.

7.1.3 **Building Secretary.** 11 months, (August through June), 5-day work week, 8.5 hours per day including a .5-hour duty-free unpaid lunch break with the exception of winter and spring breaks as designated in the calendar.

7.1.4 **P.P.S. Secretary.** 12 months, 5-day work week, 8.5 hours per day including a .5 hour duty-free unpaid lunch break with the exception of winter and spring breaks as designated in the calendar.
7.1.5 **Paraprofessional.** School Term, 180 days, (August through June), 5-day work week, 7 hours per day including a .5 hour duty-free unpaid lunch break.

7.1.6 **Health Clerk.** School Term, 180 days, (August through June), 5-day work week, 7 hours per day including a .5 hour duty-free unpaid lunch break.

7.2 **Per Diem Rate.** Any employee required to work beyond the normal number of workdays shall be paid at their current hourly rate.

7.3 **Job Description.** Each current and new employee will be provided with a job description.

7.4 **Transfer.** A transfer shall be defined as either a voluntary or an involuntary change from one position to another within the SEA for which the employee is qualified, including changes in classification, buildings and shifts, as well as changes of position within the same building with a different position description or supervisor.

Employees may be transferred involuntarily if circumstances relative to student or class placement change during the school year. In the event of any involuntary transfer, the District shall first seek volunteers. If no qualified volunteers are available, consideration for movement within the school or District will be based on seniority and qualifications whenever possible and will always be based on consideration of the best interest of the child/children.

An employee subject to involuntary transfer shall have an opportunity for a formal conference with all the employee’s supervisors (pre-transfer supervisor and post-transfer supervisor.)
If the employee is dissatisfied with the outcome of the conference with the immediate supervisors, the employee may request a meeting with the superintendent to discuss the transfer. If the employee is dissatisfied with the outcome of this meeting, the employee shall have the option of resigning without prejudice.

When there are multiple transfers to occur, vacant positions of like hours and similar duties shall be assigned by the Superintendent/Designee based on student need. If the position an employee was transferred from becomes available again, that employee shall have first consideration for that position.

7.5 **Notice of Building Assignment/Annual Statement.** Employees will receive notice of their tentative building assignments and anticipated hourly/annual pay rate for the next school term prior to the end of the current school term. If a change of assignment is necessary, an employee will be notified of the change as soon as reasonably possible.

7.6 **Posting Vacancies.** Prior to filling positions on a permanent basis, the District shall post vacancies on the District website for positions during the school year and during the summer. The association president/co-presidents will be notified of all openings posted. Staff interested in such positions shall submit their letter of interest in writing to the Principal and Superintendent or his/her designee. Presently employed personnel shall be interviewed if they have applied for the job. A vacancy shall be defined as a position which the District has determined to fill and which was created as the result of resignation, death, retirement, or termination of an employee or which is a newly created position. Except in case of emergency, a vacant position will not be
permanently filled until the vacancy notice has been posted for at least five (5) weekdays. Employees may apply for any vacancy that they are qualified to fill.

**ARTICLE VIII**

**EVALUATION**

**8.1 Evaluation.** The primary purpose of employee evaluations shall be to evaluate the employee’s performance of his or her job skills during the evaluation period. All evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement.

Each employee shall be formally evaluated in writing by his or her immediate supervisor at least two (2) times during the probationary period. The supervisor shall evaluate at least once every two (2) years thereafter. All formal written evaluations shall indicate employee strengths and weaknesses. If weaknesses are noted, specific suggestions for improvement shall be provided. Nothing herein shall prevent formal evaluations in addition to the above by other District administrators or informal evaluations as necessary.

**8.2 Conference.** Following the completion of a formal evaluation, the immediate supervisor shall arrange a conference with the employee within the employee’s workday to discuss the evaluation. The employee shall be provided a written copy of the evaluation at the conference.

**8.3 Comments.** The employee shall have the right to attach written comments to his or her evaluation. Responses to evaluations must be submitted within thirty (30) calendar days of receiving the evaluation, unless an extension is agreed to by the Superintendent. Such agreement will not unreasonably be withheld.
ARTICLE IX
PROBATIONARY PERIOD/SENIORITY/LAYOFF

9.1 **Probationary Period.** All employees first hired during the term of this Agreement shall be hired on a probationary basis for a period of twelve (12) months on the job from the date of first performing duties. During the probationary period an employee may be disciplined or discharged in the sole discretion of the Board without the need to state any reason for such actions.

9.2 **Seniority.** Seniority shall be determined as the length of time of continuous employment effective with the date of last hire. Seniority shall be within each respective category of position, namely: (1) Custodian; (2) Paraprofessional; (3) Secretary; (4) Health Clerk. A seniority list shall be prepared by category and made available on or before February 1 of each year.

Length of time of continuous employment for seniority shall be measured from the date of last hire by years. Beginning July 1, 2004, a year of seniority within a category shall be granted to each employee who works over 1000 hours in the year, a half (1/2) year of seniority shall be granted to each employee who works 720 to 1000 hours in the year, and one-quarter (1/4) year of seniority shall be granted to each regularly employed bargaining unit member who works under 720 hours in the year. A year, for purposes of this Article shall be July 1 through June 30. Overtime hours shall be computed for seniority purposes the same as non-overtime hours. Paid hours on leave shall constitute hours worked for seniority. Hours on unpaid leave shall not be counted.
9.3 **Termination of Seniority.** Seniority and the employment relationship is terminated when an employee:

9.3.1 quits; or

9.3.2 retires; or

9.3.3 is laid off beyond recall rights; or

9.3.4 is absent for three (3) consecutive work days without notifying the Building Principal or Superintendent unless notification was under the circumstances not reasonably possible; or

9.3.5 without good cause does not return to work within 24 hours after the termination of an authorized leave of absence; or

9.3.6 is discharged for just cause.

9.4 **Layoff.** Layoff shall be based upon seniority within the appropriate category provided that the more senior employee in the category has the qualifications for and can fulfill the responsibility of the position of the less senior employee. Any reduction in employees, an employee’s work year, work hours or wages, and recall rights will be in compliance with the School Code. Ties in seniority shall be broken by lot.

9.5 **Recall.** Subsequent to any layoff, if the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees laid off from such category so far as they are qualified to hold such positions. Employees shall be recalled in the reverse order of that in which they were laid off. Notice of recall shall be mailed to the last known
address of the employee. The employee must accept a recall within 10 days of the 
postmark of the notice. Failure to so accept the recall shall cause the employee to 
forfeit any further right to recall. Employees on recall shall, upon application, be 
considered for any vacant position in any other category of position. Upon return to 
work after recall, an employee’s seniority as of the date of layoff shall be reinstated. 
The acceptance of a part time or temporary position shall not affect recall rights.

9.6 **Seniority When an Employee Assignment Changes.** If an employee is 
assigned to a new category of position, the employee shall carry all said employee’s 
seniority to such new category of position. Employees who are transferred to a 
classification with a higher rate of pay shall receive a salary that will provide an increase 
to the rate of pay the employee was receiving prior to the transfer.

**ARTICLE X**

**LEAVES**

10.1 **Sick Leave.** Each employee shall be entitled to sick leave with full pay. 
Unused sick leave shall accumulate without limit. Employees shall receive:

1-9 Years of Service = 12 Days
10-15 Years of Service = 13 days
16+ Years of Service = 14 Days

The annual allotment will be prorated in the event an employee does not work a full 
year. Sick leave shall be interpreted to mean personal illness, quarantine at home or 
serious illness or death in the immediate family or household. The immediate family for 
purposes of this section shall include: parents, spouses, brothers, sisters, children, 
grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal
guardians. Any employee with two or more years of service in the District who, due to an extended and continual illness or injury (meaning an illness or injury of ten (10) or more consecutive work days) has exhausted all available and accumulated sick leave shall be entitled to up to ten (10) additional days of sick leave, to be used only for such extended illness or injury provided that the employee must pay the cost of a substitute employee. Upon retirement from the district, an employee who has served at least ten (10) years in the District and who is fifty-five (55) years of age or older shall be given a sum of $30.00 per day for each unused accumulated sick leave day not counted for retirement pension credit. The District can require medical certification from an employee if the District, in its judgment, believes that it is necessary.

10.2 **Sick Leave Day Donations.** In case of prolonged or exceptional cases of absence due to catastrophic illness, the Board, at its discretion, may allow the voluntary donation of sick leave days by other employees to be credited to the absent employee up to a maximum of sixty (60) total days.

To qualify for such donation, an absent employee must first exhaust all available paid leave and vacation days. SEA will first report the request for additional sick leave time to the Superintendent and will coordinate the request for donations.

10.3 **Bereavement Leave.** The Superintendent shall grant three (3) days of leave, per incident, without loss of pay or sick leave, which may be used for a death in the immediate family as defined in Section 1.

10.4 **Personal Days.** Each staff member shall be entitled to two (2) personal leave days per year. The annual allotment will be prorated in the event the employee
does not work a full year. These may be used for personal business, which cannot be conducted on other than a school day. The request need not state the reason for the personal leave. The request must be submitted to the administration at least four (4) days in advance of the proposed leave. In case of emergency, the four (4) days notification requirement may be waived. Personal days may be used in half-day increments. Such leave may not be taken the day before or after a school holiday, on an Institute Day, or at any time during the first five (5) days of school or the last five (5) days of school. If a staff member has two (2) personal days remaining at the end of a school year, he/she will be entitled to carry over one (1) personal day into the following year. Any remaining unused personal leave days shall be added to the individual’s accumulated sick leave. The number of personal leave days on a staff’s member record may not exceed three (3) days. No more than two days may be taken consecutively without the superintendent’s approval.

10.5 **School Closing – Leave Days.** When a school and/or offices is officially closed by the Superintendent or designee, leave days previously arranged by an employee for the affected school and/or office shall not be deducted for such emergency days.

10.6 **Emergency Closings.** Eleven and twelve-month employees shall report to work on days when classes are cancelled and they are not notified to remain at home. All other employees shall not report to work on days when classes are cancelled, unless they have been notified to report by the building principal or district office administrator.
Eleven and twelve-month employees shall not lose pay in the event that a building is closed due to an emergency, inclement weather, act of God, or any other reason and the employees assigned to that building are notified that they do not have to report to work that day. If an employee who works less than eleven or twelve months is required to report to work on a day that the building is closed he or she will receive either an extra day’s pay or an extra day off at the discretion of the Superintendent or designee.

10.7 **FMLA Leave: Serious Health Conditions.** Any eligible employee who does not have sufficient paid leave time available to allow such employee at least 12 workweeks of leave in any 12-month period for absences caused by a serious health condition of the employee and absences required by the need to care for a spouse, son, daughter or parent who suffers from a serious health condition, shall be granted sufficient unpaid leave days so as to assure such employee a minimum of 12 workweeks of leave in any 12-month period for such absence. For the purpose of leave under this section, eligible employees are defined as those who have been employed by the District for at least 12 months and for at least 1,100 hours of service during the previous 12 month period. With regard to leave under this section, the Board reserves the right to require medical certification and to apply the Rules Applicable to Periods Near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993.
10.8 FMLA Leave: Paternity–Maternity–Adoption Leave.

10.8.1 An employee who is unable to work due to a disability caused or contributed to by pregnancy, childbirth, or related medical conditions may utilize available sick leave for such absences in the same manner as it may be used for any other sickness or disability.

10.8.2 An eligible employee is entitled to elect to take up to 12 workweeks of parental leave because of the birth of a son or daughter or because of the placement of a son or daughter with the employee for adoption or foster care. An employee shall provide at least 30 days advance notice of intention to take leave under this section except that if the date of birth or placement requires the leave to begin in less than 30 days, the employee shall provide such notice as is practicable. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption or foster care. This parental leave shall not be taken intermittently without the written consent of the Superintendent. Any paid leave used by an employee due to disability caused or contributed to by pregnancy, childbirth or related medical conditions shall constitute part of the 12-week parental leave provided for herein. No benefits shall accrue during the period of leave. An employee shall not lose any benefits accrued prior to the date on which the leave began and during the period of this leave. The District shall maintain the employee’s coverage under any applicable group health plan for the duration of the 12 workweek leave at the level and under the conditions of coverage that would have been provided if the employee had continued to work during the period of leave. Pursuant to the
provisions of the Family and Medical Leave Act of 1993, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the employee fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or for other conditions beyond the control of the employee. When an employee returns from a leave, the Superintendent will give first consideration to returning the employee to the same position he/she held prior to the leave. However, the Superintendent may assign him/her to a different, similar available position if deemed to be in the best interest of the School District. An employee on leave hereunder shall be subject to dismissal due to reduction in force on the same terms as employees not on leave.

10.9 **Jury Leave.** An employee will suffer no loss of pay for performing jury duty provided the employee submits evidence of such jury duty, such as a jury duty wage check. The employee must turn in the jury wage check for no loss in District pay.

10.10 **Temporary Disability Leave.** Employees who have exhausted their paid sick leave and Family and Medical Leave, if eligible, due to extended absence resulting from a disabling illness or injury shall be granted an unpaid leave under this Section under the following circumstances:

1. The request for such unpaid leave is for the same medical condition, which caused the absence in the first instance, which medical condition shall be certified by a physician.
2. There has been no determination that the employee has a permanent disabling condition, and

3. The total length of the disability leave (paid and unpaid combined) shall not exceed one (1) year or the length of the employee’s accumulated sick leave, whichever is longer, provided the Board in its discretion, and upon the employee’s request, may extend such leave.

4. While on temporary disability leave, the District shall maintain the employee’s coverage under any applicable group health insurance plan for a period of three months from the commencement of the leave. After the three-month period, the employee must pay the full premium cost to continue coverage for the period allowable by COBRA.

10.11 **Leave of Absence without Pay.** Leaves of absence may be granted without pay to employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave but shall be at least 90 calendar days in length. Leaves of absence without pay for not more than one (1) year may be granted according to the following conditions:

10.11.1 Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board;
10.11.2 Dates of departure and return must be mutually acceptable to the employee and administration and determination prior to any final action on the request;

10.11.3 Leaves may be granted for:
   a. military service;
   b. medical;
   c. parental; or
   d. other reasons acceptable to the Board.

10.11.4 Employees on such leave may continue insurance benefits if they reimburse pro rata costs of benefits for which they apply.

ARTICLE XI
HOLIDAYS AND VACATION

11.1 Holidays. Employees shall not be required to work on legal school holidays when children are not in school. Twelve month employees shall receive the following paid holidays, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year’s Day, Martin Luther King Day, Lincoln’s Birthday (or Presidents’ Day), Casimir Pulaski Day, Good Friday, Memorial Day and Independence Day. Eleven-month employees shall receive the above holidays with pay if the holiday falls within their work year. If one of the holidays above falls on a weekend, or when school is in session, employees will receive an additional paid day off, scheduled with the approval of the Superintendent/designee or, at the Superintendent’s discretion, will receive an additional paid day.
11.2 **Vacation.** All full-time regularly employed 12 month employees shall be granted vacation with pay as follows:

1 – 8 Years of Service = 10 Days

9 - 13 Years of Service = 15 Days

14+ Years of Service = 20 Days

From the employment day through year one, vacation will be accrued at a prorated rate.

Choice of vacation is subject to approval of the building principal and the Superintendent. If periods cannot be arranged by mutual agreement, those with seniority will be given first choice. The annual allotment of vacation days will be prorated in the event the employee does not work the full year.

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**ARTICLE XII**

**COMPENSATION AND BENEFITS**

12.1 **Wages.** SEA wages for school years 2016-2017, 2017-2018, 2018-2019, and 2019-2020 are set forth below. All SEA employees will receive the following percent increase on the previous year’s hourly rate for the duration of this agreement only.

2016-2017: 2.5%

2017-2018: 2.5%

2018-2019: 2.5%

2019-2020: 2.5%
12.1.1 New Hire Rate of Pay

- The beginning hourly rate for the 2016-2017 school year will be as follows:
  - Paraprofessional/Health Clerk $11.61
  - Custodian $12.93
  - Secretary $13.01

- The beginning hourly rate for the 2017-2018 school year will be as follows:
  - Paraprofessional/Health Clerk $11.71
  - Custodian $12.98
  - Secretary $13.06

- The beginning hourly rate for the 2018-2019 school year will be as follows:
  - Paraprofessional/Health Clerk $11.81
  - Custodian $13.03
  - Secretary $13.11

- The beginning hourly rate for the 2019-2020 school year will be as follows:
  - Paraprofessional/Health Clerk $11.91
  - Custodian $13.08
  - Secretary $13.16

For leave credit on the salary schedule, the following calendar days of attendance in any given school year are required for vertical movement in accordance with the salary policy:

- 10-Month Employees — 90 days or more
- 11-Month Employees — 110 days or more
- 12-Month Employees — 130 days or more

The exception to the above will be for employees who are on military leave or who have been absent and were entitled to accumulated sick leave or workers’ compensation payments.
12.2 **Authorized Overtime.** It is recognized that it may be necessary for employees to work overtime so that the school can function in the most efficient manner accordingly, the Superintendent or designee may assign overtime. Employees shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate of pay for all hours of work beyond 40 hours in a workweek, including holidays, but excluding sick, personal, or vacation time. Employees may elect to have earned overtime (hours of work beyond 40 in any work week) credited to a compensatory time-off account rather than to be paid for such overtime. No employee shall be allowed to accumulate more than 40 hours of compensatory time. Compensatory time shall be taken only with the prior approval of the employee’s supervisor. Compensatory time shall not be carried over from year to year. Any unused compensatory time shall be paid in the first regular payroll after July 1 based upon the wage rate of the year it was earned.

12.2.1. All overtime requires pre-approval by the Superintendent or designee.

12.2.2. Employees shall be paid at the rate of time and one-half (1 ½) their regular hourly rate of pay for all hours of work beyond 40 hours in a workweek.

12.2.3. Employees may elect to have earned overtime (hours of work beyond 40 in any workweek, including holidays, but excluding sick, personal, or vacation time) credited to a compensatory time-off account rather than to be paid for such overtime. No employee shall be allowed to accumulate more than 40 hours of compensatory time. Compensatory time shall be taken only with the prior approval of the employee’s supervisor. Compensatory time shall not be carried over from year to
year. Any unused compensatory time shall be paid in the first regular payroll after July 1 based upon the wage rate of the year it was earned.

12.2.4. When an overtime assignment is contiguous to the employee’s regular work shift, no reduction of hours in that shift shall occur unless agreed to by the employee.

12.2.5. Building overtime assignments, if feasible, will be offered to employees assigned to that building. If the building custodian(s) decline the overtime assigned, it will then be offered on district seniority basis, then to part-time or substitute custodians. Employees who do not wish to be considered for overtime shall inform the appropriate supervisor each work year. In some instances, part-time or substitute workers may be used to cover for emergency over-time activities.

12.3 **Emergency Call-In.** Emergency call-in shall be paid at one and one-half times the regular rate, with a minimum of two hours guaranteed pay. When emergency call-in is contiguous to the employee’s regular work shift, no reduction of hours in that shift shall occur unless agreed to by the employee.

12.4 **Extended Work Hours.** Overtime work for an employee must be pre-authorized by the Superintendent.

12.4.1 **Paraprofessionals/Health Clerks** who are required to attend school functions/activities in addition to his/her regularly scheduled work day, shall be paid at their regularly hourly rate.

12.4.2 **Secretaries** who are required to attend school functions/activities in addition to his/her regularly scheduled work day, shall be paid at 1.5 times their hourly rate.
12.5 **Paraprofessional Work Year.** In addition to the regular 180-day work year, paraprofessionals may volunteer to work additional hours offered at the beginning or end of the school year. The hours to be worked shall be arranged with the administration and shall be paid at the employee’s regular hourly rates.

12.6 **Injury on the Job.** A full-time employee who is injured on the job must have a principal or district office administrator who holds a Type 75 Certification complete a work-related injury report. A full time employee injured on the job will continue to draw full pay for the first three (3) workdays missed as a result of the work related injury. No deduction will be made from the employee’s accumulated sick leave.

Thereafter, if the employee is receiving Workers’ Compensation, at the employee’s election and to the extent it is available, one-third of his/her daily salary from the district will be paid and one-third of a sick day deducted for any working days missed due to the work-related injury.

12.7 **Pay Dates.** Regular pay dates for all employee shall be the fifteenth (15th) day and the last day of each calendar month, for twenty-four (24) pays.

12.8 **Alternate Pay Dates.** Paychecks shall be distributed on the preceding Friday when the regular pay date falls on a weekend, or the day prior to a holiday when the pay date falls on a holiday.

12.9 **Payroll Deductions.** From each employee’s gross pay there shall be deducted:

12.9.1 Income taxes as authorized by each employee on the “W-4” form;

12.9.2 NEA, IEA and SEA dues, if authorized by the employee;
12.9.3 Employee’s voluntary contributions to tax-sheltered annuities; if authorized by the employee;

12.9.4 Credit union deductions authorized by the employee; and

12.9.5 The employee’s contribution to the Illinois Municipal Retirement Fund, which shall be transmitted by the District directly to IMRF.

12.10 Health Insurance. Pursuant to the terms, conditions and limitations of the District’s insurance plans, as those plans exist and are selected from time to time by the Board of Education, employees may elect to participate in the District’s group medical plan. The Board shall contribute toward the premium cost in the following manner:

• For the subsequent years covered by this agreement, any premium increases or decreases shall be split 70 percent to the Board and 30 percent to the employee. Employee premium increases, if any, are effective at the start of the employee’s normal work year.

• Medical/health insurance premiums shall be paid by the District for all full-time employees only and in accordance with the Affordable Care Act according to the following schedule and upon the following terms and conditions. Dental and vision insurance are employee-paid. For new employees, the provisions of the District’s insurance plan provides for insurance coverage beginning the first of the month following 30 days of employment with the District (October 1st).
• The District and the Association agree to negotiate the percentage of costs to be paid by each party should the annual increase in single or family medical insurance premiums be greater than fifteen percent (15%) for any year of this Agreement.

During the term of this Agreement, no less than sixty (60) days prior the effective date of any new legal obligations incurred by the employer to provide health insurance or to contribute to the health insurance costs of employees, either party may give written notice to the other party of its desire to reopen this Agreement to negotiate only over health insurance requirements. The parties will put forth maximum effort in order to reach a satisfactory agreement on these issues.

12.10.1 Selection of Coverage. All employees employed by the District prior to the last day of school of each successive school year must, by that date, notify the Superintendent’s office in writing on a form provided by the District as to whether they wish to participate in the insurance plan and, if so, whether they wish to carry “individual coverage” or “family coverage” during the next school year. All new employees must notify the Superintendent’s office within five (5) business days of his/her hiring of their selection of coverage. Any employee who, during the school year, wishes to change the type of insurance he/she carries may do so; provided, however, that any additional expense resulting from the change be paid by the employee. However, if an employee, due to a death in the immediate family, divorce, or the involuntary lay-off of a spouse, needs to obtain single or family coverage, such employee may enter the appropriate group
and participate on the same basis as those already in the group provided, however that 10-month employees hired after December 1, 2004, shall not be entitled to a Board contribution for family coverage.

12.10.2 Continuation of Benefits. The health insurance benefits of an employee who retires, resigns or whose employment is otherwise terminated shall continue through the last day of the month in which the retirement or resignation becomes effective.

A 10-month or 11-month employee is entitled to insurance benefits on a twelve-month basis provided, however, that insurance benefits shall terminate as of the last day of the month in which the employee ceases to be employed by the District, or through August in the case of a layoff effective at the end of a school term.

12.11 Other Insurance. Employees who elect not to participate in any District health insurance plan and who certify that they have health insurance from another source, shall receive a total annual sum of $1,000, paid out of Accounts Payable.

12.12 Life Insurance. The Board will provide employees with term life insurance in the amount of $20,000. Life insurance benefits decrease at ages 65, 70 and 75 in compliance with the Age Discrimination in Employment Act. If employment is terminated for any reason, the life insurance will end on the last day of contracted work.
12.13 **Retirement.** Employees covered under the Illinois Municipal Retirement System may convert unused, unpaid sick leave accumulated toward service credit upon retirement. One month of service credit is credited for every 20 days, or fraction thereof, unused sick leave not to exceed 240 days (one year).

- Upon retirement from the district, an employee who has served at least ten (10) years in the district and who is 55 years of age or older shall be given a sum of $30.00 per day for unused accumulated sick leave day not counted for retirement pension credit not to exceed a maximum of 100 days. This benefit will exist through the life of this contract.

It is understood and agreed that no payment under this will result in any IMRF penalty to the district, and the parties agree that if any such penalty is or may be assessed the District may adjust any employees salary retroactively, or take any action it deems necessary, to avoid such penalty.

12.14 **Cell Phone Reimbursement.** As deemed necessary by the Superintendent, employees may receive a reimbursement of $40 per month to cover business use of their cell phone.

**ARTICLE XIII**

**NO STRIKE**

13.1 **No Strike.** During the term of this contract, or during any extension or renewal thereof neither the Association nor any of its members nor its agents, or employees, for any reason, will cause, authorize, institute, aid, take part in or support, any strike, sympathy strike, concerted failure to report to duty, willful absence from duty
ARTICLE XIV
MISCELLANEOUS

14.1 Contract Reopener Clause. Due to the fact that the Illinois Legislature is currently working on Pension Reform legislation, reallocation of General State Aid, and other legislation that could significantly impact school districts and public school funding, then both parties, the Association and the Board, shall agree to meet to reopen the Collective Bargaining Agreement to negotiate the impact of such legislative action.

14.2 Entire Agreement. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this agreement may be modified by alteration, change, addition to, or deletion only through the mutual consent of the parties in a written amendment.

14.3 Effective Date, Termination and Validity. This Agreement shall be effective as of July 1, 2016, and shall remain in full force and effect until June 30, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, between January 1st and March 1st of the year in which this Agreement is to expire that it desires to modify or terminate the Agreement. In the
event that such notice is given, negotiations shall commence on a mutually agreeable
date no later than April 15th of the year in which this Agreement is to expire.

Should any part hereof or any provision herein contained be rendered or
declared unlawful by reason of any existing or subsequently enacted legislation or by a
decision of a court of competent jurisdiction, such invalidation shall not affect the
remaining portions of this Agreement unless directly affected by such invalidation.

IN WITNESS WHEREOF, The parties have executed this Agreement by their
duly authorized representatives this _______ day of ________________, 2016.

Forest Ridge School District No. 142
Support Education Association

By: _______________________________  By: _______________________________
     President                             President

By: _______________________________  By: _______________________________
     Secretary                            Secretary