

COLLECTIVE

BARGAINING

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION,
DISTRICT NO. 126 ALSIP,
HAZELGREEN, OAK LAWN,
ILLINOIS

AND

THE DISTRICT NO.126 COUNCIL OF EMPLOYEES,
PSRP LOCAL 943, AMERICAN FEDERATION OF
TEACHERS, AFL-CIO

2019-2020 SCHOOL YEAR THROUGH
2023-2024 SCHOOL YEAR

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AGREEMENT

**between THE BOARD OF EDUCATION, DISTRICT NO. 126
Alsip, Hazelgreen, Oak Lawn, Illinois
and the DISTRICT NO. 126 COUNCIL OF EMPLOYEES, PSRP LOCAL 943,
American Federation of Teachers, AFL-CIO**

This Agreement is made and entered as of this 12th day of September, 2019, by and between the Board of Education of District No. 126, Cook County, the Alsip, Hazelgreen and Oak Lawn elementary schools, hereinafter referred to as the "Board," and the District No. 126 Council of Employees PSRP Local 943, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1.

RECOGNITION, SCOPE, JURISDICTION

1.1 Recognition

The Board recognizes the Union as the sole bargaining agent for all full-time and regular part-time employees who are not otherwise presently represented including all teacher, instructional, technology and health aides, secretaries, cooks, database administrators, network technicians, and non-certified nurses, but excluding all presently represented employees, principals, deans, assistant principals, and supervisory, managerial, confidential employees as defined by the Act.

1.2 Savings

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or the legislature, said articles, sections, or clauses, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement.

ARTICLE 2.
GENERAL WORKING CONDITIONS

2.1 (a) Upon request, an employee may review his/her official personnel files. Upon reasonable request, an employee shall have the right to attach a written response to any material contained therein.

(b) Material relative to the employee's performance, character, or personality placed in the employee's official files must be initialed and dated by the employee. The initials indicate that the employee has read the materials; however, this does not imply agreement with its content. In the case of an anonymous letter, if an investigation proves the charges of the anonymous letter are unfounded, the letter will not be placed in the file.

2.2 The building principal should provide a protected place for employees to store their personal belongings.

2.3 All employees shall have their own access code for telephone usage.

2.4 Employee shall not be required to travel between buildings during their duty-free lunch.

2.5 The Board will indemnify and protect all employees from damages, claims and suits including defense, as provided under the Illinois School Code and subject to the terms and conditions of any insurance policies the Board may have with respect to such claims.

2.6 All employees will have access to use of a District 126 computer and a personal password.

2.7 Certificate Renewal

Paraprofessionals are required to maintain their professional development records and maintain the registration of their certificate(s)/license(s), PSRP members will pay for the renewal and submit proof of payment for reimbursement to the District. The District will reimburse the normal cost of the renewal. Any penalties incurred by the paraprofessional or failure to submit credentials for renewal in a timely manner will not be reimbursed.

2.8 Job Descriptions

Job descriptions shall be provided to members upon hire and available to all members in an online format. Affected members shall be informed whenever significant job descriptions changes are made.

ARTICLE 3.
SENIORITY AND VACANCIES

3.1 Seniority

(a) District Seniority. District seniority is defined as the continuous length of service as an employee in the District. District seniority shall begin upon completion of the probationary period which shall apply to either new employees or employees of the District promoted into the bargaining unit. If an employee moves to a new job title/position within the bargaining unit, that bargaining unit member will retain District wide seniority in the event of a Reduction in Force (RIF) within the District.

(b) After an employee completes the probationary period of ninety (90) work days, seniority rights shall revert to the first day of employment. During the probationary period, the Board shall have the sole discretionary authority to discipline and/or discharge.

(c) All bargaining unit members shall have seniority equal to length of service as measured in full years and fraction thereof irrespective of the length of their employment year.

(d) Employees transferring into District 126 from any other district, county or state shall be placed at the bottom of the District seniority lists.

(e) Should a conflict arise concerning two employees with identical seniority, the determining factor as to which employee has the greatest seniority shall be decided as follows:

1. Starting date in District.
2. Where not determinative, date of Board approval.
3. Where not determinative, date of application for a position in District 126.
4. Where not determinative, earliest date of previous employment in the District.

(f) Any bargaining unit member granted a Board-approved unpaid leave will not lose any accrued seniority, accrued sick leave days, or accrued vacation time where applicable, when on leave.

(g) Seniority continues to accrue during a paid leave of absence and while on IMRF disability or FMLA leave.

(h) A part-time bargaining unit member in continuous service who achieves full-time status shall retain all seniority earned.

(i) Within 30 days after the start of the school year, the Administration shall furnish a District seniority list to the Union.

(j) Obtaining the best possible certified and non-certified staff is a most important responsibility of the School Board. When a vacancy occurs, the Administration will post notice of such vacancy on the District website as well as via the District e-mail system for all employees and encourage any District employee to apply. Through other means, other interested candidates will be solicited. The Administration will recommend to the Board the best possible candidate from all those who properly made application. The Administration shall determine the qualifications and ability of employees.

Prior to the end of the school year, any employee interested in another position in the bargaining unit for the next school year shall notify the Superintendent in writing as to such specific interest so that the Superintendent during the summer may notify such employee of such vacancies by sending a letter to them at their last known or designated address.

(k) Approval of a request for transfer to another building is in the sole discretion of the Superintendent or his designee. Although employees may be involuntarily transferred to either another building or position, the superintendent or designee will attempt to avoid such transfers without the employee's consent. In approving a transfer request, the Superintendent will consider qualifications, performance, ability, experience in a specific student need or specific program and seniority.

(l) Employees shall be notified in writing by July 15, as to their tentative assignment for the following school term. It is understood that such assignment may subsequently be changed by the Administration as necessitated by staffing, enrollment or other changes in conditions. However, if an employee's assignment is changed, the employee shall be notified in writing.

(m) An employee's employment relationship with the District shall terminate upon the occurrence of any one of the following:

1. Quit.
2. Discharge for just cause.
3. Absent from work without notifying the Building Principal, unless good cause exists as to why the Building Principal was not notified.
4. Failing to return from a leave of absence.
5. Laid off for a period of one calendar year beginning from the school term following the layoff.
6. Failing to return from layoff when recalled.

ARTICLE 4.
GRIEVANCE PROCEDURE

4.1 Definitions

- (a) A "grievance" is any alleged violation, misinterpretation or misapplication of this Agreement.
- (b) An "aggrieved person" is the person or persons filing the claim.
- (c) The term "person" or "persons" includes individuals or groups of certified personnel covered by this Agreement.
- (d) "Days" referred to will be construed to mean actual business days for purposes of this Agreement.

4.2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to claims of the aggrieved person. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Administration or proceed independently as described in Level 1 and Level 2 of these procedures.

4.3 Structure

The Union shall be recognized as the official representative of the employees in the grievance procedure. A representative of the Union may attend any of the conferences and/or hearings at Level 1 through 5.

4.4 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum to expedite the process. No grievance shall be entertained or processed unless it is submitted within 10 work days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. Time is of the essence to this Agreement. Time limits may be extended only by mutual agreement.

1. Level 1

An aggrieved person shall first meet with his/her immediate supervisor and orally and informally discuss the grievance.

2. Level 2

If a satisfactory agreement is not reached at Level 1, an aggrieved person shall file his/her grievance in writing with his/her building principal, or designee, within 10 work days after receiving an answer at Level 1. The building principal, or designee,

shall confer with the grievant and appropriate persons in an attempt to resolve the grievance. A decision, in writing, shall be rendered to the aggrieved within 5 work days.

3. Level 3

If a satisfactory agreement is not reached at Level 2, the aggrieved may appeal to the Superintendent, or his/her designee, in writing, within 10 work days after he/she has received the decision of the building principal, or his/her designee. The Superintendent, or his designee, shall hold a conference within 10 work days after the filing of the appeal and a written decision shall be rendered by him/her or his/her designee, within 5 work days after holding the said conference.

4. Level 4

If the grievant is not satisfied with the decision in Level 3, the aggrieved may appeal to the Board within 5 work days after having received the written decision of the Superintendent. The appeal shall be in writing, citing all of the pertinent information, with 10 copies sent to the Board through the Superintendent, and copies thereof shall be furnished the building principal and the Superintendent. The Board shall set a hearing date at its next regular Board meeting and will hear the grievance within 10 work days following said Board meeting. The Board shall hear the grievance and it shall then render its decision within 10 work days after the hearing of the grievance and shall communicate it in writing through the Superintendent's Office to the aggrieved and the Union.

5. Level 5

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level 4, the grievance may be submitted by the Union (but not an employee) to arbitration within 10 work days after receipt of the Board's answer in Level 4. The parties shall attempt to agree upon an arbitrator within 10 work days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said 10-day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of 7 arbitrators who are members of the National Academy of Arbitrators. Both the Board and the Union shall have the right to strike 3 names from the panel. The party requesting arbitration shall strike the first 3 names; the other party shall then strike 3 names. The remaining person shall be arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from representatives of the Board and the Union requesting that he/she set a time and place, subject to the availability of the Board and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The

arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision

within 30 calendar days following close of the hearing or submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application or the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and faculty members and shall be immediately implemented. The fees of the arbitrator shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

4.5 Right to Representation

No employee may be represented by any organization other than the Union in any grievance procedure initiated pursuant to this Agreement.

4.6 Miscellaneous

(a) A grievance may be withdrawn by written notification to concerned parties at any level without prejudice or record. However, if in the judgment of the Union, the grievance affects a group of employees, the Union may process the grievances at the appropriate level.

(b) Written copies of all decisions concerning processed grievances shall be sent to all parties involved.

(c) All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

(d) Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.

(e) The failure to act within the time limits will act as a bar to further appeals.

(f) The administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step.

(g) An employee who participates in the grievance procedure shall be free from disciplinary action, reprisal or recrimination because of such participation.

(h) The Union or the Board shall have the right to use the grievance and arbitration procedure starting at the appropriate level.

ARTICLE 5.
REDUCTION-IN-FORCE

5.1 When the Board determines that it is in the best interests of the District to decrease the number of employees, the Board shall lay off within each classification based on length of District seniority, qualifications and ability of employees, and performance based on a formal evaluation process. Recall shall be in reverse order of layoff. Recall rights shall expire after one calendar year beginning with the school term following the layoff. All final decisions will be at the discretion of the District.

5.2 The following categories of position are established for purposes of reduction-in-force:

- (1) Secretary
- (2) Instructional Aide
- (3) Teacher Aide
- (4) Technology Aide (10-month)
- (5) Technology Aide (12-month)
- (6) Cook
- (7) Health Aide
- (8) Database Administrator
- (9) Network Technician
- (10) Non-certified Nurse

5.3 Employees subject to lay off and recall shall receive notice in such form as may be required by the Illinois School Code.

ARTICLE 6.
HOURS OF WORK AND OVERTIME

6.1 Monday shall be the beginning of each work week for the purpose of calculating overtime. All hours worked over forty (40) hours per week shall be compensation at the rate of one and one-half (1.5) times the regular rate of pay.

6.2 The employees' current hours of work per day, lunch and work days per year shall continue. The District has the authority to change an employee's schedule subject to fourteen (14) days written or email notice.

6.3 Early Dismissal Days

Employee compensation shall be based on the student attendance day for all early dismissal days for instructional aides, teacher aides, and (10 month) technology aides. Hours above the student attendance day up to the employee's normal number of hours can be worked and submitted on a timesheet for payment on the following pay cycle.

6.4 Employee Work Days and Work Hours

Chart 6.4 defines the work day and work year for support staff by job title. At the start of each fiscal year, i.e. July 1, the work year basis shall be adjusted to reflect the impact that the number of work days in the calendar year and the occurrence of holidays have on the number of paid days.

Chart 6.4

District 126 Council of Employees, PSRP Local 943, American Federation of Teachers, AFL-CIO
Employment Contract July 1, 2019 - June 30, 2024

Position	Minimum Hourly Rate	Hours Per Day	Approximate Paid Days Per Year	Approximate Early Dismissal Days Per Year	Paid Hours for Early Dismissal Days
Cook	\$ 15.00	4	179	0	N/A
Database Administrator	\$ 20.00	7	262	0	N/A
Network Technician	\$ 20.00	7	262	0	N/A
Health Aide	\$ 18.00	6.5	186	7	3.5
Instructional Aide	\$ 17.00	6 / 6.5 / 7	186	7	3.5
Teacher Aide	\$ 15.00	6 / 6.5 / 7	186	7	3.5
Technology Aide (12 month)	\$ 18.00	7	262	0	N/A
Technology Aide (10 month)	\$ 18.00	7	186	7	3.5
Secretary (12 month)	\$ 18.00	7	262	0	N/A
Secretary (10 month)	\$ 18.00	7	186	7	3.5
Non-Certified Nurse	\$ 20.00	7	190	0	N/A

ARTICLE 7.

LEAVES

7.1 Jury Duty

Employees who lose time on days on which they are scheduled to work due to service on a jury or who are subpoenaed to testify in court on behalf of the District shall suffer no loss of pay thereby, provided they give notice to the principal of the dates of their absences upon receipt of any notice of jury duty or said court appearance.

7.2 Sick Leave

(a) Employees who work 600 hours per the Illinois School Code shall be entitled to receive 10 sick days per year, except, twelve (12) month employees shall be entitled to receive 12 sick days per year. Sick leave not used in the year of service for which it is granted, shall be allowed to accumulate without limit. A day of sick leave pay shall be calculated based on the number of hours the employee is regularly scheduled to work in a day times the employee's hourly rate.

(b) There shall be an annual accounting of unused sick days for each member which shall accompany the first check of each new school year. Upon the first day of the school year, a member shall receive one (1) sick day the first time 50 days are accumulated, one (1) sick day the first time 100 days are accumulated, one (1) sick day the first time 150 days are accumulated, one (1) sick day the first time 200 days are accumulated and one (1) sick day the first time 250 days are accumulated. The receipt of these additional days is on a one time basis only during a member's employment. For example, if a member receives an additional day the first time s/he reaches 50 days and subsequently uses sick days, he/she will not receive additional sick days if s/he reaches 50 days again.

(c) An employee shall be entitled to sick leave for days on which they cannot work because of personal illness, or serious illness or death in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, step-parents, step-children, and legal guardians. A statement from the employee's doctor, or a doctor of the Board's choice, may be required by the Administrator to establish eligibility for sick leave.

(d) Employees with less than ten (10) years of service may use 3 sick days per year for personal reasons provided the employee obtains approval in advance from the Building Principal and employees with ten (10) or more years of service will receive leave for personal reasons per Section 7.8 below.

(e) In order to be eligible for sick leave, an employee shall, wherever possible, report his/her absence to the Building Principal prior to his/her absence and file the appropriate paperwork. An employee on a leave of absence shall not be eligible nor shall s/he accumulate sick leave days.

7.3 General Leave of Absence

Upon approval of the Board an employee shall be granted up to one year's leave of absence without pay when such absence is deemed beneficial to both the employee and the school. Such leaves shall start and end at the beginning of the fiscal year.

Requests for leave without pay shall be filed in writing with the Building Principal and the Superintendent. Each request must indicate the reason and the period of time for which leave is requested. Upon receipt of the request the Superintendent shall make a recommendation to the Board for granting the request or denying it. The decision of the Board shall be final and shall not be arbitrable. The Board may set the conditions of such leave.

Failure to return upon termination of a leave shall constitute termination of employment. Written notices of intent to return from a leave shall be filed as soon as possible but not later than March 1 of the school year. Failure to timely notify the Administration of an intent to return shall not obligate the Board to employ the employee.

7.4 Military Leave

Employees will be entitled to military leave in accordance with applicable state and federal laws.

7.5 FMLA Leave

Employees will be entitled to FMLA Leave under the terms of the District's Family and Medical Leave Act policy.

7.6 Bereavement Leave

Employees who lose time on days on which they are scheduled to work due to a death in their immediate family shall be granted up to 3 days paid leave for time lost as a result of such death. Employees may not claim paid bereavement leave for the fourth and subsequent days following said death, except that an additional day of bereavement leave shall be granted by the Board if an employee must travel a considerable distance to attend a funeral of an employee's immediate family. Employees shall be granted one (1) day to attend the funeral of aunts, uncles, nieces, nephews and cousins. Upon request, employees shall furnish proof of death.

7.7 Maternity Leave of Absence

(a) An employee who is pregnant shall notify the principal by the end of the seventh month. An employee who is pregnant may, in writing, request a leave of absence without pay for the balance of that school year and for not more than one additional school year thereafter for each occurrence of pregnancy provided employees may not have more than two consecutive maternity leaves of absence and thereafter must return to work for at least 93 attendance days before being eligible to seek another maternity leave of absence. A maternity leave of absence

may begin when the pregnant employee so desires, but not later than when she is unable to perform her duties satisfactorily. The employee may use contractual sick days when disabled prior to taking a maternity leave, provided such may not use sick days beyond six (6) weeks after delivery, unless there is a bona fide situation warranting such. A maternity leave of absence shall end at the beginning of a school year or at the beginning of a marking period.

(b) A statement from the employee's doctor, or a doctor of the Board's choice, if the Board so desires, may be required to establish the employee's ability to perform or resume her duties. An employee must request a maternity leave in writing prior to delivering but not later than March 1 of the current school year or such employee shall not be entitled to a maternity leave.

(c) At the end of the maternity leave, the employee shall have the right to return to his/her former category unless the category has been discontinued or the employee is part of a reduction in force (RIF).

(d) Failure to return upon termination of maternity leave shall constitute termination of employment. Written notices of intent to return from leave shall be filed as soon as possible but not later than March of the school year. Failure to properly notify the administration of an intent to return shall not obligate the Board to employ the employee.

(e) Health insurance shall continue in accordance with Article 8.3 for three (3) months for employees taking maternity leave. Thereafter, an employee on maternity leave shall be entitled to continue her group insurance benefits at her own expense provided the employee submits the monthly premium timely to the Board in accordance with the Board's direction.

7.8 Personal Leave

Employees with ten (10) or more years of service shall be entitled to 3 personal days per year for personal business, emergency absences, religious holidays, personal court appearances, etc. In order to be eligible for personal leave, the employee must give the building principal 18 hours' notice except in emergencies which prevent such notice. Employees shall not be required to disclose the reason for taking personal leave but need only state "personal leave" on the report form. Personal leave may not be taken: (1) the first five (5) days or last five (5) days of the school year, (2) on three consecutive days, (3) on two consecutive days immediately before or after a holiday, or (4) on both the day immediately before a holiday and on the day immediately after the same holiday. Personal days not used in the year of service for which it is granted shall become sick days.

ARTICLE 8.
COMPENSATION AND FRINGE BENEFITS

8.1 Compensation

Bargaining unit members shall be paid in accordance with Appendix A.

All employees will elect to be paid over twenty-six (26) or twenty-one (21) pay periods a year. Paychecks will be distributed bi-weekly on Fridays. Bi-weekly compensation shall be based on job classifications and number of student attendance days. Additional hours/days worked shall be paid based on time sheets documenting hours worked.

8.2 Group Health Insurance

For employees scheduled to work 7 hours per day and 260 days per year: The Board shall contribute the full cost of health insurance premiums for PPO single and HMO single for the life of the contract for employees hired prior to July 1, 2014. Employees hired beginning July 1, 2014 and thereafter shall pay \$70.00 per month of the single premium of either the PPO Plan 1 or PPO Plan 2 for the life of the collective bargaining agreement. The Board's annual contribution for PPO single +1 and/or family shall be 75% of the annual premium but in no event shall the Board's annual contribution toward PPO single +1 and/or family premium be more than 120% of the prior year's premium. The Board's annual contribution for HMO single +1 and/or family shall be 75% of the annual premium but in no event shall the Board's annual contribution toward HMO single +1 and/or family be more than 120% of the prior year's premium. The salary for each employee who elects single +1 or family coverage shall be reduced in an amount of the pro rata annual premium attributable to single + 1 or family coverage.

All other employees: All other employees shall be eligible for the group health insurance program subject to the terms of the policies. The Board will be responsible for paying 50% of the single premium if the employee elects single, single plus one or family coverage. However, employees who were participating in the health insurance program prior to July 1, 2004, shall continue to participate in the program, including the Annuity Plan, to the same extent as employees scheduled 7 hours per day and 260 days per year.

8.3 Holidays

The District shall observe the following holidays:

New Year's Day
Martin Luther King's Birthday President's Day
Casimir
Pulaski Day
Memorial
Day
Fourth of July(12 month
employees only) Labor Day
Columbus Day
Veteran's Day(only when
falls on a week day)
Thanksgiving Day
Christmas Day

Employees shall be granted the day off and holiday pay on each of the above holidays. Holiday pay shall be calculated based on the number of hours an employee is scheduled to work in a day times the employee's hourly rate. Any employee who takes a personal day before or after a holiday will not receive holiday pay. However, if an Institute Day falls before or after a holiday an employee may use a personal day and not work the Institute Day if approved in advance by the Building Principal and not lose their holiday pay. In addition to the above holidays twelve month employees will receive the day after Thanksgiving, Good Friday, Christmas Eve and New Year's Eve as holidays.

If a holiday listed above is a student attendance day the employee shall receive a floating holiday in exchange for the holiday unless the student attendance day has been created because it is making up a non-attendance day from an emergency school closing in which employees received compensation.

8.4 Vacation

Twelve (12) month employees who begin their employment on or prior to January 1st will receive 5 days of vacation with pay after completion of their probationary period which must be used in their first year of employment. Failure to use will result in forfeiture. Twelve (12) month employees who begin their employment after January 1st will not be eligible for vacation.

Thereafter, twelve (12) month employees shall receive vacation with pay as follows:

After completion of 1 year	5 days
After completion of 2 years	10 days
After completion of 5 years	15 days
After completion of 10 years	20 days

For the purposes of calculating vacation days according to the chart above, an employee's total years with the district shall include any years in which the employee was employed as a full-time 10-month employee.

The granting of permission to take a vacation day(s) will be within the sole and absolute discretion of the Building Principal. The decision to deny such a request by the Building Principal shall be non-arbitrable and not subject to a grievance. Vacation pay shall be calculated based on the number of hours an employee is regularly scheduled to work in a day times the employee's hourly rate. Unused vacation shall be forfeited and may not be carried over to the next year. However, any unused vacation earned prior to July 1, 2004, shall be used by July 1, 2007 and if not used shall be forfeited. Employees hired before July 1, 2004 who receive more than the above vacation benefit will continue to do so. In addition, employees who received 19 holidays shall have 3 of those days designated vacation days.

8.5 Retirement Pay

Upon retirement, employees will be entitled to \$50 per day for unused accumulated sick days not used to increase IMRF service credit up to a maximum of one hundred (100) days (\$5,000 maximum).

8.6 Tuition Reimbursement

The District will pay the tuition cost for classes at an accredited college and/or university up to a maximum of \$175.00 per semester hour not to exceed a total of \$1,750 per year/\$8,750 lifetime. Classes must be job related and subject to prior approval. Reimbursement shall be made in accordance with and based upon past practice and procedures, provided that the employee has agreed to repay the District for such reimbursement should the employee not return to District employment the following school year. Only employees who are employed in the District in September will be eligible for reimbursement for the preceding year (September to August). No employee who is terminated during the probationary period shall be eligible for tuition reimbursement.

8.7 Committee and Summer School

Service on District level committees and Summer School shall be voluntary. Members shall be paid at the employee's hourly rate for the fiscal year in which the pay is earned for the life of the collective bargaining agreement. One PSRP employee shall serve as a representative on the District Calendar Committee and two (2) PSRP employees shall serve as representatives on the District Sick Bank Committee as defined by Sick Bank rules.

8.8 Mileage Allowance

Employees who are required by the administration to use their personal vehicles on District business shall be reimbursed at the rate established by the Internal Revenue Service. No mileage shall qualify for this allowance unless it was incurred in a trip which was approved in advance by the administration.

8.9 After School Activities/ Extended Day Activities

Any instructional aide who has a student with an IEP during their regular work day shall be given the opportunity to keep assisting their student when the student is attending after school activities at their regular hourly rate.

ARTICLE 9.

EVALUATIONS, DISCIPLINE AND TERMINATION OF EMPLOYMENT

9.1 Evaluations

- (a) All members shall be formally evaluated by their administrator, before the last day of school.
- (b) The employee shall sign the evaluation form, but signature shall not indicate agreement with the contents thereof, but merely shall indicate receipt thereof.
- (c) Any employee may attach a statement to their evaluation for enclosure in the personnel file.

9.2 Employee Discipline

No non-probationary employee shall be disciplined without Just Cause. The District generally agrees with the concept of progressive discipline. However, this section shall not be interpreted to prevent the school District from discharging immediately for Just Cause, nor from changing the below sequence or from eliminating a step(s) depending upon severity of the conduct for which the discipline is being administered. Further, this section shall be interpreted to require successive progressive steps for same or similar unsatisfactory conduct.

Employee Discipline Progressive Steps

- 1. **Oral warning** delivered by an administrator.
- 2. **Written Warning** including item(s) to be improved and the expected steps necessary for that improvement.
- 3. **Disciplinary Suspension** – Nothing herein shall be construed to limit the District's authority to affect a suspension with pay for unlimited duration, for purposes of conducting an investigation into allegations received concerning an employee.
- 4. **Termination** – Non-probationary employees shall be given written notice of reasons for discharge and be provided an opportunity to be heard by an administrator. The Union shall be notified and shall have a right to be present at the pre-termination meeting.

Reason for termination of employment shall be accompanied by reasonable notice and shall be in writing to the non-probationary employee.

9.3 In case of termination of employment either by non-probationary employee or by authority of the Board, at least two weeks' notice will be given, except that if in the opinion of the Board or its representative, the continued presence of the employee on the premises will be detrimental to the best interest of the school, then employment may be terminated immediately upon notice.

ARTICLE 10.

UNION AND BOARD RIGHTS AND RESPONSIBILITIES

10.1 Non-Interruption of Work

In consideration of the Board's good faith observance of the terms of the grievance and arbitration procedure, the Union agrees that neither the Union nor any of the employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Board regardless of the reason for so doing during the term of this Agreement.

10.2 Non-Discrimination

Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures or in any other relationship, shall discriminate against any person on the basis of race, creed, color, sex, marital status, age, ethnic background, national origin, political affiliation, sexual orientation, or disability.

10.3 Equal Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions to their employment and the settlement of grievances.

10.4 Freedom to Join or Not to Join Organizations

Employees shall be free to join any organization without interference or penalty. They shall not be encouraged to join nor discouraged from joining any organization by supervisors, administrators or other representatives of the Board.

10.5 Use of School Facilities

The Union shall have bulletin board space in each school and shall have access to use the employees' mailboxes for its communications. Upon reasonable advance notice in writing, the Union shall have access to rooms in the schools for meetings, subject to the prior approval of the principal, who shall not withhold approval if the rooms desired are available. Duplicating equipment, typewriters and computer workstations may be used by the Union, if not in use by the District, and provided that the Union reimburses the District for any costs of such use. The Union shall also have access to the District's email system; however, use of the e-mail system shall be limited to disseminating officially identified Union notices and/or information. Use of school facilities shall be limited to reasonable use which will not interfere with the operation of the District as determined by the Superintendent and/or his designee.

10.6 Equal Benefits to all Bargaining Unit Members

The benefits and terms of this Agreement shall apply equally to all employees without regard to their membership or lack of membership in any organization.

10.7 Deduction of Union Dues and Credit Union

The Board will deduct monthly from the pay of each employee the required amount of Union dues deductions as directed by the Union and credit union deductions as directed by the employee. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union treasurer no later than seven days after such deductions were made. The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the union. In the event that an employee revokes his/her dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer after the close of the revocations window. The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Board for the purpose of complying with this Section.

10.8 Indemnification

The Board shall not be liable for any errors or omissions in complying with this Article. The Council shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, costs, losses, and expenses or other forms of liability including, but not limited to, the cost of defense thereof and all attorneys' fees associated therewith, in any manner resulting from or arising out of or connected with this Article or the consequences therefore or that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

10.9 Bargaining Unit Member Updates

The Union shall be supplied with a full list of all Bargaining Unit Members within a reasonable time after the start of each school year.

ARTICLE 11.
MANAGEMENT RIGHTS

11.1 Except as expressly and specifically limited or restricted by other Articles of the Agreement, the Board shall have exclusive right:

(a) to maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees as related to the conduct of District affairs;

(b) to schedule work hours and determine work to be performed; to release employees because of lack of work or for other legitimate reasons;

(c) to determine and establish schedules, assignments, and the duties and responsibilities of those employees in the bargaining unit;

(d) to hire, promote, demote and transfer; to suspend, discipline and discharge for cause;

(e) to implement work and safety rules including a drug/alcohol policy.

11.2 Should the Board decide to reduce the number of hours worked for a category of employees or subcontract out the work, they shall notify the Union 30 calendar days prior to the change. The Board or its designees and the Union shall meet to discuss the reasons and other alternatives.

11.3 Non-bargaining unit employees employed by the District may perform work that is normally performed by employees covered by this Agreement in cases of emergency, training, absenteeism, or operational difficulties.

ARTICLE 12.

DURATION

This Agreement shall be effective on the date of ratification and approval and shall remain in force and effect through the day before the start of the 2024-2025 school year, unless otherwise designated. It shall be renewed automatically from school year to school year thereafter unless either party shall notify the other, in writing, at least 60 and not more than 90 days before the termination date that it desires to modify, change, amend, or terminate this Agreement.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board, the Union, and the employees.

**BOARD OF EDUCATION, DISTRICT NO. 126,
ALSIP, HAZELGREEN, OAK LAWN, ILLINOIS**


President


Secretary

**DISTRICT NO 126, PSRP COUNCIL OF
LOCAL 943, AFT, AFL-CIO**


President


Secretary

APPENDIX

Compensation Schedule

Classification	Minimum Rate
Cook	\$15.00
Instructional Aide	\$17.00
Secretary	\$18.00
Teacher Aide	\$15.00
Technology Aide	\$18.00
Health Aide	\$18.00
Database Administrator	\$20.00
Network Technician	\$20.00
Non-Certified Nurse	\$20.00

Current employees will receive a \$2.50 per hour raise in the first year. Employees less than \$1.00 per hour above the minimum rate shall be moved to \$1.00 per hour above the minimum rate. Employees with fifteen (15) or more years of service shall receive an additional \$1.00 increase in the first year of the contract.

Employees shall receive a \$1.00 per hour increase in subsequent years of the contract.

Employees starting on or before January 1st shall receive an increase in pay on July 1st, employees starting after January 1st will not receive an increase until the second July 1st with the district.

After successful completion of the probationary period, any instructional aide and/or technology aide with 60 or more credit hours from a college/university accredited by the Higher Learning Commission of North Central Association of Colleges and Schools at the beginning of a school year will receive a five hundred dollar (\$500.00) lump sum bonus less applicable deductions at the end of each school year. If an employee terminates employment prior to the end of the school year he/she shall receive a pro- rata portion of the bonus rounded off to the nearest month.

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(Article numbers in the Agreement are numerically consecutive not mathematically consecutive. For example, 11.2 comes before 11.12: that is, Article 11, Section 2 comes before Article 11, Section 12.)

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