

SOUTH CENTRAL SCHOOL BOARD

AND

**SOUTH CENTRAL FEDERATION OF
SUPPORT PERSONNEL,
LOCAL #6393, IFT-AFT, AFL-CIO**

SUPPORT AGREEMENT

2014-2017 School Years

ARTICLE I
RECOGNITION/PARTIES TO THE AGREEMENT

- 1.1 **Recognition** - The Board of Education of School District #401, Marion County, Kinmundy, Illinois, hereinafter referred to as the "Board" recognizes the South Central Federation of Support Personnel Local #6393, an affiliate of the Illinois Federation of Teachers – AFT/IFT, AFL-CIO hereinafter referred to as the "Federation" as the sole and exclusive negotiating agent for educational employees of South Central Community Unit School District #401 in the classifications of aides, bus drivers, cooks, janitors, and secretaries; excluding the unit secretary, the unit bookkeeper; and all supervisors, confidential employees, managerial employees, short-term employees and students as defined in the Illinois Educational Labor Relations Act.
- 1.2 **Parties to the Agreement**-- This agreement is made and entered into this ___ day of _____, 2014 by and between the Board of Education of South Central School District #401, Marion County, Kinmundy, Illinois hereinafter referred to as the "Board" or "Employer", and the South Central Federation of Support Personnel, Local #6393, an affiliate of the Illinois Federation of Teachers – AFT/ IFT, AFL-CIO, Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union" or "Federation".
- 1.3 **Management Rights**--The Federation recognizes that the Employer has the responsibility to manage and direct operations and activities of the District to the full extent authorized by law.

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE II
EMPLOYEE AND FEDERATION RIGHTS

- 2.1 **Right of Representation** – When an employee is required to meet with the Administration concerning a matter which could result in disciplinary action or when an employee is required to appear before the Board or the Administration concerning any matter which could adversely affect his/her employment, his/her position, or his/her salary, the employee shall be entitled to have a representative of the Federation present. Further, when an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the appearance.

- 2.2 **Personnel File** – Each employee shall have the right, upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its content.
- 2.3 **Dues Deduction** – The Board shall deduct from each employee's pay the current dues of the Federation, provided that the Board has an employee-executed authorization for continuing dues deduction, the account of which shall be annually certified by the Federation. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15, of any year. Upon receipt of any revocation, the Board shall notify the Federation in writing of the same. If an employee resigns prior to September 1 of any year the Board shall deduct the unpaid portion of the annual dues from the employee's final paycheck. All dues deducted by the Board shall be remitted to the Federation no later than ten (10) days after such deductions are made.
- 2.4 **Meetings, Notices, and General Information** – The Federation shall not be denied the following for business purposes so long as this does not interfere with or interrupt normal school operations:
- A. The use of school buildings for meetings.
 - B. The use of employee mail boxes, inter-school mail, and school bulletin boards for the purpose of internal communications.
 - C. The use of school equipment, e.g. typewriters, computers, printers, and duplication machines.
- 2.5 **Board Agendas and Financial Information**
- A. The president of the Federation or his/her designee shall be given notice of all regular and special board meetings, together with the agenda and/or purpose of the meeting. Notice shall be given of the above board meetings at least twenty-four (24) hours prior to such meetings. In the case of an emergency board meeting, the twenty-four (24) hour parameter shall be waived; and the president of the Federation will be notified as soon as practicable.
 - B. The Federation president shall be furnished without charge one (1) copy of the following:
 - a. The Annual Financial Statement
 - b. The Annual Budget
 - c. The Annual Audit and Official board Minutes for open meetings.

ARTICLE III
EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 3.1 **Compensation**-- \$.50 per hour increase for 2014-15; Contract to be reopened solely for the purpose of bargaining wages for 2015-16 and 2016-17.
- 3.2 **Payroll Installments** – Each employee may elect to have his/her monthly payroll amount deposited directly to the Bank of their choice, subject to the following:
- A. Each employee electing the direct deposit option shall execute an authorization form developed by the Board and file the form with the unit office no later than September 1st of each year.
 - B. The Board shall not be liable and the employee shall hold the Board harmless for any errors or omissions of the direct depository so long as they are not occasioned by negligent acts of the Board's agents.
- 3.3 **Pay Days** – Regular pay shall be made twice a month on the fifth (5th) day and the twentieth (20th) day of the month for a total of twenty-four (24) regular pays. If a payday occurs on a holiday or weekend, employees shall be paid the day preceding the holiday or weekend.
- 3.4 **Insurance** -For the 2014-2015 through 2017-2018 contract years, the Board shall pay up to \$275/month toward the district's group health insurance program for each participating employee. If the individual premium amount is greater than \$275/month the Board will pay 50% of the difference between the new premium and \$275.00/month.
- Example: If the new premium is \$300/month, the Board would pay $\$275 + (.75 \times (\$300 - 275))$ or $\$12.50 = \$282.50/\text{month}$.
- Any employee hired before June 1, 2000, who is a participant in another health insurance plan, shall be entitled to the cash option of \$1,500 annually in lieu of the health insurance program, provided proof of continued insurance is provided to the Unit Office.
- The Board shall purchase \$30,000 of term life insurance for each employee.
- Employees retiring from District #401 may remain with the District's health insurance group until age 65 providing they pay all premiums.
- 3.5 **Retirement Bonus** – When an employee has determined that they wish to retire, he/she may be entitled to a bonus. To be eligible for the bonus the employee must meet the following criteria:
- A. Employee must be 55 years of age to be eligible for a retirement bonus.

- B. Employee must have obtained 10 years of IMRF credit service in the Kinmundy-Alma District #301, Farina La Grove District #206 or the South Central District # 401 school districts. No retirement bonus will be paid to an employee who has not obtained (10) years of service in the districts.
- C. If an employee plans to retire, he/she must notify the Board in writing 12 months before the stated retirement date. The stated timelines may be adjusted with approval of the administration and the Board of Education.

If the above criteria are met, the support employee shall receive the retirement bonus below up to a maximum of \$4,500. The retirement bonus will be based upon the employee's prior years IMRF salary.

Years of service and percentage chart as follows:

<u>YEARS</u>	<u>RETIREMENT BONUS</u> (Percentage of salary)
10	5%
11	6%
12	7%
13	8%
14	9%
15	10%
16	11%
17	12%
18	13%
19	14%
20	15%+\$500
21	16%+\$500
22	17%+\$500
23	18%+\$500
24	19%+\$500
25	20%+\$1000
26	20%+\$1000
27	20%+\$1000
28	20%+\$1000
29	20%+\$1000
30	20%+\$1500

The retirement bonus will be paid promptly to a retiree in the first payroll cycle of the District that is at least 30 days after the retiree's final date of service and shall not be included in IMRF earnings.

In addition to the retirement bonus above, retiring employees may cash out accumulated sick leave up to 50 days at \$30 per day or a maximum of \$1,500. These cashed out sick days may not be used for IMRF credit.

The maximum retirement payoff, including cashed out sick days, shall be \$6,000.

- 3.6 **Training and Workshops** - Each employee who is required in writing by the Board or administration to take training or workshop courses to improve his/her job performance and skills, shall have his/her fees and other expenses paid by the Board. Such expenses shall be limited to transportation, registration, required lodging, and required materials and meals as approved in advance by the Board or designee. If the workshop is outside of regular working hours, i.e., Saturday or during the summer, employees will be paid their regular hourly rate, including drive time from their building, for the numbers of hours agreed upon in advance and in writing by the Board or designee.
- 3.7 **Dismissals and Lay-offs** - In the event it becomes necessary for the District to reduce the number of employee positions or hours for any reason, the Board and Union agree that Seniority as defined in this Agreement shall be the sole and controlling factor for layoff and recall.

Seniority shall be defined as the length of continuous bargaining unit employment within a classification. Upon employment, each employee shall receive a Seniority Date which shall be the date the Board approved his/her employment.

Seniority shall continue to accumulate during any Board approved leave of absence.

Employees shall be laid off in reverse order of seniority within classification with the least senior employee within classification being laid off first. Employees who are laid off shall be recalled in their classification in reverse order of their lay off. Laid off employees shall be eligible for recall for a period of one year from the date of layoff.

- 3.8 **Lunch**-Employees who work at least seven and one-half (7 ½) hours per day shall receive a duty free lunch period of thirty (30) minutes per day.
- 3.9 **Overtime**-Employees who are required by the Administration to work more than forty (40) hours in any workweek shall receive overtime compensation at the rate of one and one half (1 ½) times their regular rate of pay. No employee shall work overtime without the prior approval of the Superintendent or his/her designee. Upon the agreement of an employee and the Administration, compensatory time off may be substituted for overtime pay.

3.10 **Classification**

- A. Employee Classifications are Bus Drivers, Custodians, Teacher's Aide, Cooks, and Secretaries. Other classifications may from time to time be created. The following work days represent the regular assignment for an employee in each such position. Nothing herein prevents the Board from employing an employee for fewer hours in a work day in any such position:

Position	# of days per year
Teacher Aide	180
Bus Driver	176*
Cook	176
Custodian	260/261 leap year
Secretary	195

* The regular assignment of the Bronson route and all other non-regular routes are actual number of days worked

- B. Copies of Seniority Lists shall be posted on or before February 1 of each year. Such Seniority Lists shall contain a list of the classification of an employee and their seniority in the classification.
- C. Employees shall be given credit for seniority earned as an employee of the Kinmundy-Alma or Farina LaGrove High School or Grade School if they were employed during the 1982-1983 school year.
- D. Employees voluntarily accepting employment in a different classification s shall not retain seniority in the previous classification and will not be credited with seniority from the prior classification in the new classification.
- E. Employees shall be placed on the seniority list according to their most recent date of hire. In the event that more than one employee is hired on the same day, seniority shall be determined by the order in which they are hired.
- F. A newly hired employee shall be considered a probationary employee for the first ninety (90) work days of his/her employment, and within that time may be discharged at any time without due process, notice, payment and with or without cause.
- G. Employees will continue to accumulate seniority for periods during which they have recall status.

- H. An employee recalled to a part-time position may decline the position without affecting recall.

3.11 Evaluation

- A. Probationary Employees shall be evaluated at least twice during an employee's probationary period.
- B. Non-probationary employees shall be evaluated at least once per year. The supervisor shall acquaint each employee with the evaluation procedures and evaluation form to be used. Employees shall receive a signed copy their evaluation.
- C. No formal evaluations may take place until such orientation has been completed and the employee has been provided a form for his/her signature stating such. The administration shall seek advisory input from the Federation concerning the development of an evaluation instrument for non-certified employees. Such input shall be advisory and the Board retains the final decision concerning the content of the evaluation instrument.
- D. Nothing contained herein shall limit the right of the administration to evaluate an employee's performance of assigned duties during the regular work day. Agreeing to the procedures delineated above does not limit the right of management to utilize informal observations, insubordination, or other evaluative criteria for considering competency of any employee.
- E. Any grievance filed relative to this article shall be limited to violations of the specific procedures as outlined above. All other aspects of evaluation, including but not limited to criteria, instruments or the substance of the evaluation shall not be grievable.

ARTICLE IV LEAVES

- 4.1 **Sick Leave** – Nine-month employees shall be entitled to sixteen (16) sick days per year without loss of pay and may be used in 1/8 day increments. Ten-month employees shall be entitled to sixteen (16) sick days per year without loss of pay. Twelve-month employees shall be entitled to eighteen (18) sick days per year without loss of pay. Sick leave shall be determined by the school code and may accumulate to an unlimited amount.
- 4.2 **Personal Leave** – Two (2) personal leave days shall be granted to each employee and may be used in 1/8 day increments. At least one (1) day's notification is

required by the employee in order to use this benefit. Payment equal to substitute pay for the specific job assignment will be made to an employee for personal days not used at the end of each fiscal year. In the alternative, an employee may convert any unused personal leave days into sick leave days. Personal leave days shall not accumulate from year to year.

- 4.3 **Maternity Leave** – The employee shall give written notice at least ninety (90) days prior to the anticipated birth of the child, of the date she will commence maternity leave. She shall not continue to work beyond such date. She may commence maternity leave at an earlier date only if she becomes physically incapable of performing her duties, when certified by her physician. The Board of Education may, at its discretion and cost, have the employee examined by a physician of its choice to determine the physical condition of the employee to work, both before or after the birth of the child. Failure of an employee to report back to work after being released by the physician is just reason for termination of the employee. All leaves beyond presently earned sick days shall be without pay and total leave limited to one (1) year.
- 4.4 **Bereavement Days** – The Employee shall be granted three (3) days per incident for leave connected with the death of a spouse, child, parent, grandparent, grandchild, step-children, step-parent, parents-in-law, daughter/son-in-law, siblings, brother/sister-in-law; and two (2) days for uncles, aunts, cousins, nieces, and nephews. Bereavement days may not accumulate. If additional days are needed, sick days may be used.
- 4.5 **Leave of Absence** – Employees may be granted a leave of absence, without pay, for one (1) year at the sole discretion of the Board, whose decision shall not be subject to the grievance procedure. Such leave should be in the best interest of the district and will not result in the interruption of an employee's seniority. Each written request for a leave of absence will be considered by the Board of Education on an individual basis. An employee granted a LOA may receive continued insurance benefits if they so desire at their own expense. An employee's failure to return to work at the conclusion of a LOA shall constitute cause for termination.

ARTICLE V PERSONNEL POLICIES

- 5.1 **Vacation** – Twelve month employees shall be eligible for two weeks paid vacation following a full year of service (July 1 – June 30). Following the eleventh year of service, the employee will earn one additional vacation day per year. Upon completing 15 years of service, the employee shall have earned 3 weeks paid vacation. Vacation shall not accumulate from year to year.

5.2 **Holidays** – Each regularly employed twelve (12) month employee shall receive the following paid holidays:

New Years Eve	New Years Day
Labor Day	Martin Luther King Jr's. Birthday
Columbus Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Christmas Day	Independence Day
Presidents' Day	Good Friday (Floating)

If a holiday falls on a Saturday or a Sunday, it may be observed either the Friday before or the Monday after the holiday at the sole discretion of the Board.

The Board may require members of the bargaining unit to work on a holiday. If required to work an employee shall receive his or her regular pay plus holiday pay---i.e. double pay.

5.3 **Vacancies**- The employer shall post notice of all vacant positions. A vacancy shall be defined as a position the Employer has determined to fill resulting from:

- A. resignation;
- B. death;
- C. retirement;
- D. dismissal; or
- E. creation of a new position.

All vacancies will be sent to all building administrators of the district to be posted within ten (10) calendar days after the date the Board approves the vacancy or approves a new position. Notices of vacant positions shall be posted in the work area of each building during the school year. During the summer months when school is not in session, a written notice of all vacant positions in the district shall be mailed to the Federation president's home address and to any employee who has notified the Superintendent in writing of his/her interest in a voluntary transfer. The notice will include the name of the position, qualifications, salary range, deadline for applying, and to whom the application shall be sent. All vacancies shall be posted for a minimum of five (5) calendar days before the vacancy is filled unless an emergency occurs. A copy of the vacancy will be sent to the Federation President. Employees may request in writing that copies of vacancy notices be mailed to their home.

5.4 **Mileage Reimbursement**-- Employees shall be reimbursed at the current IRS rate for approved use of their personal vehicles when required by the District to travel between work sites.

5.5 **Notification of Assignment and Duties** – In the event changes in assignment are proposed, the employee affected shall be notified promptly and consulted.

- 5.6 **Employee information** - At the time of employment and each year thereafter, and prior to the start of the new school year, the employer shall furnish to each employee a statement as to what the employee's salary or rate of pay will be, the date of hire, seniority for salary benefits and reduction in force, current address, current telephone number, sick days accumulated, personal days and other pertinent information related to the employee's employment. Each employee shall within ten (10) days return a signed copy of the statement if they agree that the information is correct. Each employee shall within ten (10) days contact the district office and request a conference for an explanation or correction of the statement. When correct, the employee shall within ten (10) days return a signed copy of the statement or corrected statement. The information contained in the statement shall be deemed correct if the employee fails to return a signed copy or does not request a conference within ten (10) days.

With respect to any notices or contacts required by the employer under this contract, whether during the school year or in the summer using the address or phone number provided on the statement will be sufficient to comply with such notice or contact unless the employee has provided the district office a subsequent written statement of a different address or phone number to be used.

ARTICLE VI GRIEVANCE PROCEDURE

6.1 **Definitions:**

- A. A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this agreement.
- B. All time limits shall consist of school days when school is in session. If a grievance is filed during the last ten (10) days of the school term the time limits shall consist of weekdays.

- 6.2 **Procedures** – The Board and the Federation agree that it is usually most desirable for the employee and the principal to resolve problems through informal communications. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

Step I

The employee or the Federation may present the grievance in writing to the principal, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant's representative, the employee, and the principal shall be present for the meeting. Within five (5) days of the meeting, the

Grievant shall be provided with the principal's written response, including the reasons for the decision.

Step II

If the grievance is not resolved at Step I, then the employee or the Federation may refer the grievance to the Superintendent within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Grievant shall be provided with the Superintendent's written response, including reasons for the decision.

Step III

If the Grievant is not satisfied with the answer at Step II, the Grievant may submit the grievance to the Board of Education within ten (10) days after receipt of the Step 2 response, to be discussed at the next regular board meeting. Within five (5) days of the meeting, the Grievant shall be provided with the Board's written response, including reasons for the decision.

Step IV

If the Federation is not satisfied with the disposition of the grievance at Step III the Federation may submit the grievance to final and binding arbitration under the Voluntary Arbitration Rules of the American Arbitration Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step III answer, the grievance shall be deemed withdrawn.

- 6.3 **Class Grievance** – Class grievance involving one or more employees or one or more supervisors, the grievances involving an administrator above the building level may be initially filed by the Federation at Step II.
- 6.4 **Federation Participation** – The Board acknowledges the right of the Federation's grievance representative to participate in the processing of a grievance at any level, if desired by the Grievant, and no employee shall be required to discuss any grievance if the Grievant's representative is not present.
- 6.5 **No Reprisals Clause** – No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.
- 6.6 **Filing of Materials** – All records related to the grievance shall be filed separately

from the personnel file of employees.

- 6.7 **Grievance Withdrawal** – A grievance may be withdrawn at any level without establishing precedent.
- 6.8 **No Written Response** – If no written decision has been rendered within the time limits indicated by a Step, the grievance may be processed to the next Step.
- 6.9 **Limitations on Arbitrator**--The arbitrator shall have no authority to decide the following issues:
- A. hiring/dismissal of employees from extra duty positions;
 - B. comparability pay issues concerning extra duty positions;
 - C. final administrative/board decisions on individual employee evaluations;
and
 - D. final administrative/board decisions on individual employee assignments/transfers.

ARTICLE VII FAIR SHARE

7.1 All employees covered by this Agreement who are not members of the UNION or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law. All employees who are non-members hired before the effective date of this initial contract will be exempt from fair share. If an employee becomes a member of the Association, this exemption is waived and the employee shall continue to be a member or pay the fair share fee.

7.2 Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION, provided, however, that the UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.

7.3 The BOARD shall cooperate with the UNION to ascertain the names of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.

7.4 The UNION shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.

7.5 Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.

7.6 Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the UNION and the BOARD, hereby agree to comply with Labor Board rules. The BOARD shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the UNION and the objector(s).

7.7 The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certifications, affidavit, or assignment furnished under any such provisions.

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

7.9 The rights of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which employees are members shall be protected. Such employees may be required to pay an amount equal to their proportionate share, determined pursuant to this Article, to a non-religious charitable organization mutually agreed upon by the employees affected and the UNION. If the affected employees and the UNION are unable to reach an agreement on the matter, the payments shall be made to a charitable organization approved by the Illinois Educational Labor Relations Board.

ARTICLE VIII NEGOTIATIONS PROCEDURE

8.1 The parties shall commence bargaining for a successor agreement on or before June 1 and shall bargain as per the Illinois Educational Labor Relations Act and its Rule and Regulations.


8.2 It is agreed that the parties will jointly request the Federal Mediation and Conciliate-Service (FMCS) if either party to this agreement declares impasse.

ARTICLE IX EFFECT OF AGREEMENT

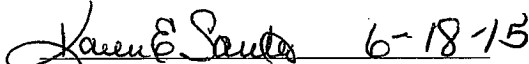
- 9.1 **Complete Understanding** – The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written consent of the parties.
- 9.2 **Savings Clause** – Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement at the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 9.3 **No Strike** – The Federation agrees that it will not during the period of this Agreement, directly or indirectly, engage in or assist in a strike.
- 9.4 **Term of Agreement** – This Agreement shall be in full force and effect on _____, 2014 and continue in full force and effect until the implementation of the succeeding Professional Agreement between the South Central School Board and the South Central Federation of Support Personnel.

In witness thereof:

For the SOUTH CENTRAL
FEDERATION OF SUPPORT
UNIT PERSONNEL,
LOCAL 6393

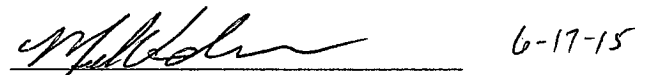


President Date

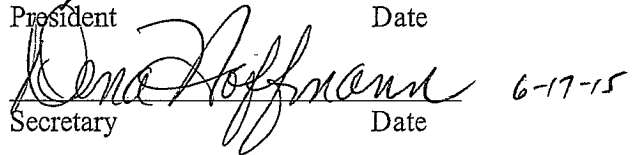


Secretary Date

For the SOUTH CENTRAL
DISTRICT #401 BOARD OF
EDUCATION



President Date



Secretary Date