

AGREEMENT BETWEEN

THE

FRANKLIN COMMUNITY UNIT SCHOOL  
DISTRICT NUMBER 1 SUPPORT STAFF

AND

FRANKLIN COMMUNITY UNIT SCHOOL  
DISTRICT NUMBER 1

JULY 1, 2018 - JUNE 30, 2020

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## **ARTICLE I**

### **RECOGNITION**

The Franklin Community Unit District No. 1, Morgan County, Illinois, hereinafter referred to as the Board, hereby recognizes the CUSD No. 1 Support Staff/IEA-NEA, hereinafter referred to as the Association, as the sole and exclusive negotiating agent for all full and part-time support personnel. Specifically excluded from the bargaining unit are supervisory, managerial, confidential, short-term employees, students, substitutes, secretary to the Superintendent, secretary to the Board, secretary to the High School Principal, and the Bookkeeper.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

#### **2.1 MEETINGS**

Negotiations for a successor agreement shall begin no earlier than January 15 of the year the agreement expires.

#### **2.2 PROPOSALS**

All items proposed for negotiation shall be presented in writing by the Association at the first session and thereafter shall not be expanded. The Board of Education may choose to present proposals at the first session.

#### **2.3 TENTATIVE AGREEMENTS**

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

#### **2.4 LENGTH AND TIMES OF MEETINGS**

Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement.

#### **2.5 MEDIATION**

If both parties request the assistance of a mediator, the Federal Mediation and Conciliation service shall be contacted. If FMCS is unavailable for mediation services, the IELRB shall be notified.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### 3.1 DEFINITIONS

- A. A grievance is a claim by the Association, employee, or group of employees involving an alleged violation of the terms of this agreement.
- B. All time limits shall consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays the Administration office is officially open for business.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

#### 3.2 PROCEDURE

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

For the purposes of this article, the employees covered by this agreement shall be considered to report to their immediate supervisor. Where an employee works in more than one building, or where the Superintendent deems it otherwise appropriate, the Superintendent shall designate an immediate supervisor who shall receive employee grievances in the first instance.

##### STEP A.

The grievant or Association shall present the grievance in writing within twenty (20) days of the date the employee knew or should have reasonable known of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought to the supervisor immediately involved. The immediate supervisor shall arrange a meeting to take place within five (5) days after the receipt of the grievance. The supervisor shall provide a written answer to the grievance of the aggrieved employee within fifteen (15) days after the meeting.

##### STEP B.

If the grievance is not resolved at STEP A, the aggrieved or Association may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the STEP A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within fifteen (15) days of the meeting, the grievant shall be provided with the Superintendent's written response.

### STEP C.

If the Association is not satisfied with the disposition of the grievance at STEP B or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary 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 B answer, then the grievance shall be deemed withdrawn.

1. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement; his authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
2. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
3. Each party shall share equally the cost of the arbitrator and the AAA.

### 3.3 TIMELINES

- A. Failure of an employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. Time limits shall be extended by mutual consent.
- B. Any investigation, handling or processing of any grievance by the grievant shall be conducted so that the related work activities of the grievant or the work staff are not interrupted.
- C. STEP A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
- D. If the Superintendent and Association mutually agree, a grievance may be submitted directly to arbitration.
- E. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at STEP B.
- F. The Board acknowledges the right of the employee to have a local Association representative present, if the grievant requests one, at 3.2 STEP B and any Association representative, if grievant requests one, present at 3.2 STEP C. No employee shall be required to discuss any grievance if the Association representative is not present, if one is required.

- G. No Reprisals. No reprisals shall be taken by the Board or the administration against an employee because of his participation in a grievance.
- H. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in 3.2 STEPS A-C.
- I. All records related to a grievance should be filed separately from the personnel files of the employees. Any material used as exhibits from the personnel file should be placed back in the personnel file after a grievance/arbitration case has been decided.
- J. A grievance may be withdrawn at any level, prior to submission to arbitration, without establishing a precedent.
- K. If the Superintendent, or designee, and Association mutually agree in writing, the expedited rules of arbitration may be used instead of the voluntary labor arbitration rules.

## **ARTICLE IV**

### **EMPLOYEE DISCIPLINE**

#### **4.1 JUST CAUSE AND PROCEDURE**

No employee shall be disciplined without just cause. Disciplinary action will be progressive, except for gross misconduct, which the Superintendent or official designee may elect to proceed to the level of discipline, as shown below, the Superintendent or official designee believes is appropriate given the circumstances of a specific case, including going directly to recommendation to the Board for dismissal.

Prior to this recommendation an investigation shall be completed which shall include a pre-disciplinary meeting. At least forty-eight (48) hours prior to the meeting, a written notice shall be delivered to the employee. The notice shall state the specific grounds forming the basis for disciplinary action.

A disciplinary meeting after the investigation is complete shall be conducted wherein the employee shall be informed of the outcome of the investigation. Misconduct by an employee that does not constitute gross misconduct, shall include such conduct as being late for work, insubordination, or use of profanity shall be addressed on a progressive basis according to the schedule below. Gross misconduct shall include such conduct as violating safety standards that threaten the safety of children, child abuse or neglect, theft, fraud, or felony convictions.

1. Verbal warning in writing (date, infraction)
2. Written Warning
3. One to five (1-5) day suspension without pay
4. Discharge upon Board action

During any investigation, if necessary, an employee may be suspended with pay, fringe benefits and all other benefits provided by the contract, pending determination of any disciplinary action.

In the event an employee must be present at a meeting that could lead to any type of discipline, loss of pay, change of employment status, or dismissal, the employee, upon request, may have an Association representative of their choosing present.

Any instance not previously recorded in the employee's personnel file prior to the notification of the disciplinary action shall not be used by the Board as a basis for its action.

#### 4.2 REVIEW OF DISCIPLINARY FILE

After two years from the date of a Verbal Warning, if there have been no further disciplinary actions an employee may ask to meet with their supervisor and discuss removal of the warning with the decision ultimately resting on the Superintendent.

After three years from the date of a Written Warning, if there have been no further disciplinary actions an employee may ask to meet with their supervisor and discuss removal of the warning with the decision ultimately resting on the Superintendent.

#### 4.3 HEARING PRIOR TO DISMISSAL OR SUSPENSION

Prior to any dismissal or suspension without pay, an employee shall be entitled to a conference with the Superintendent or his designee. At such conference, the employee shall be informed of the reasons for the contemplated discipline, and shall be given an opportunity to reply. Any conference scheduled pursuant to this section shall be convened by written notice. The employee shall be entitled to have a representative of the union present at such conference.

## ARTICLE V

### EMPLOYEE AND ASSOCIATION RIGHTS

#### 5.1 PERSONNEL FILE

Employees shall be given the opportunity to review the contents of their personnel files in the presence of an administrator or assistant to the administrator upon first giving two work days' notice. An employee may request a copy of the contents of their personnel file no more than twice each calendar year. A charge shall be made for such copies equal to the charge made for other records, unless a digital copy is requested. All digital copies shall be transferred to a flashdrive provided by the employee. Should an employee disagree with any material contained in their personnel file, such employee may include a written response.

#### 5.2 DUES DEDUCTIONS

5.2.1 Any member of the bargaining unit who has applied for membership in the Association may sign and deliver to the Board's business office an authorization for annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization shall remain in effect from year to year unless the employee revoked said authorization between August 1 and August 31 of any year.

- A. The Board shall deduct from each employee's paycheck the current dues of the Association provided that the Board has received the proper authorization form.

- B. Pursuant to authorization, the Board shall deduct from the employee's paychecks for a period of ten (10) months, beginning with the first full pay period worked in September of each year.
- C. The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

5.2.2 In the event such an authorization is not signed or such direct payment is not made within 30 days following the commencement of employment of the employee or the effective date of this Agreement, whichever is later, the Board shall deduct the Agency Fee in equal payments as provided for 5.2.1 and transmit such amount to the Association.

5.2.3 The Association agrees to indemnify and save the Board harmless against any liability, which may arise by reason of any action taken by the Board in complying with the provisions of Section 5.2.2 including reimbursement for any legal fees or expenses incurred in connection therewith.

5.2.4 The Board agrees to promptly notify the Association in writing of any claim, demand, or suit or other form of liability in regard to which it will seek to implement the provisions of section 5.2.2 above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

### 5.3 OTHER PAYROLL DEDUCTIONS

Employees shall have the right to authorize payroll deductions for annuities, credit unions and life insurance and medical insurance authorized by the district. The employer will pay the 403(b) administrative fees on behalf of the employee up to one dollar (\$1.00) for the participating employee per month to the Third party Administrator. Any Third Party Administration fees beyond the one dollar fee (\$1.00) will be paid by the employee.

### 5.4 USE OF SCHOOL BUILDINGS

The Board may, from time to time, permit the Association to use a room in a school building designated by the administration for meetings.

### 5.5 USE OF BULLETIN BOARDS AND MAILBOXES

The Board shall provide the local Association with a bulletin board and the Association shall have the right to post notices of activities and matters of Association concerns on designated bulletin boards in each work site for the Association's use only. The Board shall provide a mailbox for each employee. The Association may use the employees' mailbox for communications to bargaining unit members.

### 5.6 FINANCIAL DOCUMENTS REQUEST

The Board agrees to furnish one a digital copy of the following to the President of the Association or designee after adoption and upon request:

- A. District's budget (5036)
- B. Budget amendments
- C. Annual financial report (5035)
- D. Word document listing: employees, hire date, wage/hr

#### 5.7 NAMES AND ADDRESSES - NEW EMPLOYEES

Upon request by the Association, names and addresses of newly-hired Employees shall be provided to the Association.

#### 5.8 RULES AND REGULATIONS

Board policies, regulations, and rules of the District must be available online.

#### 5.9 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state, or national conferences, trainings, workshops, or on other business pertinent to Association affairs during contractual days when school is not in session and/or with superintendent approval, these representatives shall be excused without loss of salary for a maximum of 5 days. The Association will reimburse the district for time released.

#### 5.10 AUTHORIZED REPRESENTATIVE ON CAMPUS

Representatives of the Association shall be permitted to meet with individual members of the bargaining unit during such employee's duty-free time (lunch period, before or after work day) upon first notifying the school office. Such presence of an Association representative shall not disrupt school operations or the work of other employees. Nothing in this section shall oblige the District to maintain a building open after regular closing hours.

## **ARTICLE VI**

### **EMPLOYEE EVALUATIONS**

#### 6.1 EVALUATIONS

Each full-time employee shall be evaluated by the immediate supervisor at least once each year. The substance of such evaluation shall be reduced to writing and given to the employee. If the employee requests, in writing, an opportunity to discuss the evaluation, a conference to discuss the evaluation shall be held within seven (7) days of the request.

During the conference, in addition to the discussion, the employee shall also have the opportunity to produce documentation that provides support for the employee's disagreement with any part of the evaluation. Within three (3) working days, the evaluator may record any change in the evaluation based on the conference and must deliver an updated copy of the evaluation to the employee.

Should an employee disagree with their evaluation, said employee can write a rebuttal/response to their evaluation and have it placed in their permanent personnel file within ten (10) working days after the conference.

During the first year of this contract, 2018-2019, a committee composed of members of each party shall meet to create an evaluation tool that shall be agreed upon by the Association and the Superintendent. The Association president shall choose three (3) employees, in addition to the president representing each job category. The Superintendent shall choose three (3) members, in addition to the Superintendent. At the beginning of the 2019 contract year, the agreed upon evaluation shall be implemented as provided for in this Article.

## **ARTICLE VII**

### **VACANCIES**

#### **7.1 VACANCY NOTICES**

When a vacancy is determined to exist by the District, notice shall be posted in each building and on the District website until the position is filled. Internal posting shall be for a minimum of five (5) work days prior to posting on the website unless the administration determines that an emergency exists. The District will only post vacancies in current regular positions.

#### **7.2 TRANSFER AND PROMOTIONS**

Any employee may apply for a vacant position in the District. Such application shall be in writing and given to the Superintendent or designee. Such application shall be considered along with others obtained when vacancies are filled.

#### **7.3 DEFINITION OF VACANCY**

A vacancy in a current regular position in the bargaining unit occurs when it has been vacated due to transfer, reassignment, resignation, retirement, death, termination, or through the creation of a new position that is not a Temporary Position as defined in Paragraphs 10.4 or 10.5 hereinafter. The term "vacancy" shall not apply to a substitute who fills a position for an employee who has been granted a leave of absence or is unable to work because of injury or illness. If any employee accepts a Current Regular Position in a different job category, said employee loses all seniority in the previous job category and starts with no seniority in the new category. An employee may only be listed on one seniority list job category. If an employee splits his/her time between job functions in more than one category, the employee shall be listed on the seniority list for the job category in which the employee works the largest part of his/her work day.

#### **7.4 EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

An employee shall be given written notice of any change of his/her assignments for the forthcoming school year no later than thirty (30) calendar days preceding the first day of the new school term. Such notice shall include, but not be limited to, location(s), work schedule, name of supervisor(s), and job description. In no event shall changes in the employee's assignments be made later than fifteen (15) calendar days preceding the commencement of the next school term unless an emergency situation requires the same.

If a change of assignment is to take place, the employer must meet with the employee prior to any written notification to discuss the need for such a change.

#### 7.5 BUMPING RIGHTS

In the case of a vacancy during the course of this contract, the bargaining unit employees within that job category shall have the opportunity to fill that position. Any employee who is eligible shall be offered the job during the internal posting timeline based on seniority.

#### 7.6 PROBATIONARY PERIOD

- A. In the event of promotion or transfer, the employee shall be given a thirty (30) day trial in which to show his/her ability to perform on the new job.

The District shall give the promoted or transferred employee in-house training and reasonable assistance to enable him/her to perform up to the District's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

- B. A newly hired employee, who has not previously been in the service of the District, shall be considered to be a probationary employee for the first ninety (90) calendar days of his/her employment, and within that period of probation may be discharged without cause.

## ARTICLE VIII

### WORKING CONDITIONS

#### 8.1 LUNCH PERIOD

Those employees who work at least eight (8) consecutive hours shall be entitled to a thirty (30) minute to one-hour lunch period. The lunch period shall be with no pay and not included in the employee's regular workday.

#### 8.2 PHYSICAL EXAMS

The Board will pay the cost of all bus driver physical exams and drug tests required by the State of Illinois.

#### 8.3 COMMERCIAL DRIVER S LICENSE

The Board will pay \$50.00 toward the cost of the Commercial Driver's License for bus drivers. However, the reimbursement for new drivers will be held in escrow until the end of their first year of employment. The Board will also pay for an annual physical and drug screen for each bus driver at a facility of the Board's choosing.

#### 8.4 IN-SERVICE

When an employee attends a district-approved in-service training program related to the employee's job, the Board will pay for such attendance when conducted outside the regular work day. (See Articles 10.6, 12.1, and 12.8)

#### 8.5 SHIFT CHANGES

On days when teachers and students are not present, employees assigned to evening shift may request the opportunity to work the morning shift. Such requests shall be considered on a case-by-case basis by the building principal.

#### 8.6 VACATION

After one year of continuous employment, 12-month employees shall be eligible for one (1) week of vacation; after three years the employees will be eligible for two (2) weeks of vacation; after completing the eighth year of employment the employees will be eligible for three (3) weeks of vacation; and after fifteen years the employees will be eligible for four (4) weeks of vacation.

#### 8.7 HOLIDAYS

The following days shall be paid holidays for 12-month employees as long as designated regular, legal school holidays. Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Independence Day, if these fall on a weekend the preceding Friday or following Monday will be the holiday as long as school is not in session.

New Year's Eve Day	Independence Day
New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veteran's Day
Lincoln's Birthday or President's Day	Thanksgiving
Spring Break Friday	Friday after Thanksgiving
Spring Break Monday	Christmas Eve Day
Memorial Day	Christmas Day

Employees required to work on any of the above days shall be paid double time.

Nine (9) month employees will receive their normal daily rate of pay for the following holidays that fall within the school year: Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's Eve, and New Year's Day.

## 8.8 BREAKS

Employees assigned to work eight (8) hours or more per day shall be allowed two 15-minute breaks per day to be scheduled by their supervisor after the second hour of work and before the seventh hour of work. Such breaks will be taken in a place designated by the supervisor.

Persons working at least four (4) hours but less than eight (8) hours will receive a 15-minute break during the first four hours of work.

## 8.9 ADMINISTRATIVE COMMITTEE

The administration will hold a meeting, at least once per month or when deemed necessary. This meeting will include the Superintendent, Principals, Technology Director, Maintenance Director, Transportation Director and the President, or designee, of the Association.

# ARTICLE IX

## SENIORITY and REDUCTION IN FORCE (RIF)

### 9.1 SENIORITY

- A. Seniority shall be by category of position and shall begin with the first day of employment in category. Seniority shall be lost upon resignation, dismissal or retirement.
- B. Seniority shall be defined as years of continuous service to the district beginning with the individual's first (1st) day of actual employment in the bargaining unit.
- C. The Board shall establish a seniority list by February 1 of each year, showing the positions, length of continuing service of each employee, and the positions the employee is qualified to hold.

### 9.2 NEGOTIATIONS WITH THE ASSOCIATION

The District shall not take final action on any considerations of reduction in force prior to first meeting with the Association to negotiate over any alternatives.

### 9.3 REDUCTION OF WORK HOURS V LAY-OFF

In no case shall a reduction of any Bargaining Unit Member's work hours take effect until thirty (30) work days after written notice to the affected Bargaining Unit Member(s) is given by the District.

### 9.4 LAYOFF FOR CAUSE

Layoff shall be defined as a necessary reduction in the workforce beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the District to the Association or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.

#### 9.5 NOTICE

Written notice shall be sent to the Bargaining Unit Member's address on file with the District via certified mail or via personal delivery with receipt. Such notice of an honorable dismissal, reduction in force (RIF), must be given thirty (30) days before the dismissal (RIF) is effective.

#### 9.6 ORDER OF DISMISSAL

In the event of a necessary RIF, Bargaining Unit Members with the shorter length of continuing service with the District, within the category of position, shall be dismissed first beginning with probationary Bargaining Unit Members.

#### 9.7 BUMPING RIGHTS

In no case shall a new employee be employed by the District while there are laid-off Bargaining Unit Members who are qualified for a vacant or newly-created position. Any Bargaining Unit Members RIF'd, shall have the right to assume a position ("bump") of less senior employees in the same category of position for any positions the employee is qualified to hold as stated in the District's seniority list.

#### 9.8 LAID-OFF EMPLOYEES/SUBSTITUTION

A laid-off Bargaining Unit Member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

##### A. Fringe Benefits/Laid-Off Employees

Laid off Bargaining Unit Members may continue their health, dental and life insurance benefits by paying the regular monthly premium for such benefits to the District for a total of the first thirty (30) days of such layoff. During that thirty (30) day period all fringe benefits will be continued by the Employer.

##### B. Temporary Fill

The District may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work providing the Bargaining Unit Member responds within the ten (10) day period. Bargaining Unit Members recalled to full-time work for which they are qualified are obligated to take said work.

##### C. Decline Recall

A Bargaining Unit Member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.

#### 9.9 RECALL RIGHTS

It shall be the Bargaining Unit Member's responsibility to keep the District notified as to his/her personal email address and current mailing address.

Laid-off Bargaining Unit Members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any Bargaining Unit Member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification. Upon recall of an employee to service after lay-off or other reduction in force, the District shall first give such employee a written notice of recall sent to the last known address of the employee. The recall notice shall state the time and date on which the Bargaining Unit Member is to report back to work. In the event an employee fails to give written

notice of acceptance of recall within ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, days of mailing as provided by this section, the employee's right to return to service shall be deemed ended.

## **ARTICLE X**

### **JOB CATEGORIES and WORK WEEK**

#### **10.1 JOB DESCRIPTIONS DEVELOPED AND DISTRIBUTED**

The Superintendent shall develop job descriptions for the Bargaining Unit positions. The descriptions will include at a minimum:

- A. Job Title and Description
- B. Minimum Requirements
- C. A specific statement of required tasks and responsibilities

During the first year of this contract, 2018-2019, the Superintendent and the Association President shall meet to review job descriptions. At or before the beginning of the 2019 contract year, the job descriptions shall be distributed to employees as provided for in this Article.

#### **10.2 REGULAR POSITIONS**

Regular positions require employees to work for a school year or year around and do not meet the Temporary Position definitions in Paragraph 10.4 or 10.5 in this Agreement.

The following are a list of current regular positions, primary function, and immediate supervisor:

- A. Bus Driver - shall have daily a.m. (drive students from their home to school) and p.m. (drive students from school to their home) routes and will also have opportunities on a rotating basis to drive midday and extra-curricular assignments as they occur. Supervised by Director of Transportation. See 12.5 for extra-curricular driving.
- B. Custodians - positions that maintain and clean district facilities: East Grade School; Franklin Elementary, Franklin Jr./Sr. High School. Alexander Grade School. Supervised by building principal.
- C. Cooks - positions that provide food services at Franklin Jr/Sr High School. Supervised by building principal.
- D. Noon Supervisor - position that supervises students and their behavior in the cafeteria and assists cooks in setting up before lunch and cleaning up after lunch; as needed. Supervised by building principal.
- E. Classroom Aides, One-on-One Aides - assists students as noted in IEP; as needed. Supervised by building principal.
- F. East Grade Split Position - position at East Grade that is split between Aide Student Supervisor and Custodian. Supervised by building principal. Because this position is split

between two (2) categories, it is agreed that seniority shall accrue within the custodian category.

If the Board establishes additional Current Regular Positions, such positions shall be included in the above Category. If the Board abolishes one or more of the above Current Regular Positions due to a reduction in force or a reorganization, such position(s) shall be deleted from the above Category. The Board shall give the Union at least thirty (30) days written notice prior to taking final action by the Board to either add or delete a position from the Current Regular Positions category.

### 10.3 PART-TIME POSITIONS

Review by January 2019 regarding need for custodial position never filled.

### 10.4 TEMPORARY POSITIONS

A position is a temporary position, and not a Current Regular Position, if the position exists for not more than 90 school days or is a Special Education temporary position as provided in Paragraph 10.5 hereinafter, or is a summer position of not more than 90 calendar days.

### 10.5 SPECIAL EDUCATION TEMPORARY POSITIONS

In the event there is a change in a student's IEP that requires the District to provide transportation for a student for what is reasonably expected to be less than one school year, then the Superintendent may create a temporary position to meet the District's legal obligation to provide the student with the mandated services. The Superintendent shall, upon creation of the temporary special education position, notify the Union in writing of this temporary position, the expected duration of the position and the reasons why the position is being created. Upon written request by the Union, the Superintendent shall meet and confer about this position within seven (7) days of receipt of the Union's written request.

### 10.6 WORK DAY

The standard work day for all employees shall be eight (8) hours including at least one fifteen (15) minute paid break every four (4) hours and a duty-free, unpaid lunch and/or dinner break of no less than thirty (30) minutes. (See 8.1 and 8.9)

- A. Bus Drivers - shall begin work fifteen (15) minutes before the beginning of both their morning and afternoon bus runs, the pre-trip. This thirty (30) minutes shall count as part of their work day. Their morning and afternoon shifts will be completed when the runs are completed. Overtime work for extra trips shall be on a voluntary basis. Both travel and sitting time shall be counted. Each route shall be given a range of +/- 10 minutes to safely complete the route. This time shall be adjusted when weather or construction affects the route.

B. Custodians

	FIRST SHIFT "A"	FIRST SHIFT "B"	SECOND SHIFT
BEGINS	6:00 am	7:00 am	2:00 pm
ENDS	2:30 pm	3:30 pm	10:30 pm

Custodial shift hours may be subject to adjustment upon agreement between both the employee and administrator.

- C. Cooks - prepare and cook breakfast and lunch (4 lunch periods); to begin at 6:15am and ends at 1:30pm, adjusted as needed.
- D. Noon Supervisor - lunch room and recess; to begin 30 minutes before the first lunch period and ends 30 minutes after the last lunch period.
- E. Classroom Aides/One-on-One Aides - this schedule mirrors the teacher's schedule in each building, or as needed.
- F. East Grade Split Position - begins at 7:30 am and ends at 4:00 pm, with over-time as needed to accomplish the duties.

**ARTICLE XI**

**LEAVES OF ABSENCE**

**11.1 SICK LEAVE**

Support service employees shall receive 13 sick days per year, pro-rated as to their regular work hours. Sick leave shall accumulate for all employees. All 12-month employees shall earn one (1) additional sick day for a total of fourteen (14) sick days per year.

**11.2 PERSONAL LEAVE DAYS**

Support service employees who work 600 or more hours per year shall receive two (2) personal leave days per year which may be used for personal business which cannot be completed after work hours. No such day shall be taken the day before or after a holiday unless approved. All such days shall be approved at least 72 hours in advance, if possible. Unused personal days shall accumulate as sick days.

**11.3 LEAVE FOR JURY DUTY**

When an employee is called for jury duty, the employee shall be granted leave with full pay. Leave for jury duty shall not be counted against allowance for personal leave or sick leave.

#### 11.4 UNPAID LEAVE

Employees may request unpaid leaves of absence and the Board may approve on a case-by-case basis.

#### 11.5 SICK LEAVE BUY BACK

Persons who have been employed in the District for at least nine (9) years, upon retiring or resigning from the District in good standing, after applying the maximum number of sick days allowed by IMRF to purchase service credit shall be paid for up to two hundred ten (210) days of earned. Those sick days remaining shall be paid out to the employee at a rate of \$6.00 per accumulated hour.

#### 11.6 BEREAVEMENT LEAVE

Employees may use sick days for leave connected with the death of a family member. The employee shall notify the District as soon as possible.

#### 11.7 MATERNITY/PATERNITY/ADOPTION LEAVE

The District shall grant a Maternity/Paternity/ Adoption leave of absence as is stated in FMLA.

## ARTICLE XII

### COMPENSATION

#### 12.1 OVERTIME/COMPENSATION TIME

Employees, with the exception of bus drivers, covered by this agreement shall receive overtime pay at a rate of one and one-half (1 ½) hours for each hour worked over eight (8) hours per day. However, the employee may choose to take that time off with pay in lieu of overtime pay at the rate of one and one-half hours (1 ½) for each hour worked over 40 hours in a work week during the contract year accrued. The employee must notify payroll of his/her choice of the manner of compensation at the time the overtime is accrued.

Overtime for bus drivers shall be paid at the rate of one and one-half hours (1 ½) for each hour worked over 40 hours in a work week.

Overtime shall be distributed by department using seniority on a rotating schedule, followed by offering any remaining overtime to all other support staff covered by our contract using the same method of distribution. A sign-up sheet for those available to perform overtime shall be posted at the beginning of each week in a location accessible to all support staff. An email shall be sent to each employee notifying them that a sheet has been posted. In cases where it is not possible for members of the collective bargaining unit to perform the overtime duties, it may be necessary for the supervisor to do so as part of his/her administrative duties. Communication between the district and the Association when this occurs shall be an integral part of this procedure.

#### 12.2 SHIFT DIFFERENTIAL

A pay differential of \$.25/hour shall be paid to employees assigned to the second shift.

### 12.3 CALL BACK DAY

A custodian, maintenance person, who is called back to work after being released to go home at the end of a shift shall receive a minimum of two (2) hours pay. Transportation employees will be guaranteed at least two (2) hours once they have punched in on time card.

### 12.4 EMERGENCY/EARLY DISMISSAL DAYS

When employees report for duty and then the district closes school due to an emergency and/or early dismissal with less than two (2) hours' time from reporting time, said employee shall be compensated for a minimum of two (2) hours pay.

### 12.5 EXTRA-CURRICULAR DRIVING

The rate will be \$13.50 per hour for the duration of the contract, with a minimum of two (2) hours pay for all extra-curricular driving.

Extra-curricular assignments shall be offered by seniority on a rotating basis. The list of trips shall be posted at a minimum by noon on the Friday of the week prior to the trip. Each driver, in order of seniority, shall be given the choice of trips as they are listed, one trip at a time, moving down the list until all trips have been taken. If there are any trips remaining, subs will be given the opportunity to take those until there are no trips remaining.

Extra trips shall be assigned as follows:

- A. All regular bus drivers shall be given the opportunity to drive any and all extra trips and shuttles before any substitute drivers.
- B. Only after regular drivers are not available to drive will substitute drivers be offered regular routes or extra trips and shuttles.
- C. In cases where it is not possible for members of the collective bargaining unit or substitutes to perform these duties, it may be necessary for the supervisor to do so as part of his/her administrative duties.
- D. Communication between the district and the Association when this ("C") occurs shall be an integral part of this procedure.
- E. Supervisors and/or administrators are not regular or substitute drivers.

Upon Rick Smith's retirement or leaving the District, all those extra-curricular trips shall be returned to the bargaining unit members and assigned as outlined above.

### 12.6 PAY DAYS

Pay days will be on the 15th and 30th of the month unless these dates should fall on a weekend or school holiday, in which case the pay day will be on the last work day preceding such days. End of pay periods will be the last regularly scheduled work day of the week and will be at least one (1) week prior to pay day.

#### 12.7 REGULAR DRIVING ROUTES

All regular bus drivers driving routes, including, but not limited to AM/PM routes, Vocational, Kindergarten, will be paid in accordance to the salary schedule for bus drivers, at their regular hourly rate of pay.

#### 12.8 TRAVEL

Where an employee is required to travel on school business and the District provides no vehicle for the employees use, mileage shall be reimbursed at the rate of one cent (\$.01) under that allowable by the IRS.

#### 12.9 NEW EMPLOYEE STARTING PAY RATES

Starting hourly pay rates for new employees hired in the duration of this contract shall be: At the discretion of the board, as long as anyone currently working under that job title is paid at an hourly rate that is equal to or greater than the new employee.

#### 12.10 PAY SCHEDULE

The 2018-2019 pay schedule shall be based on the pay earned during the 2017-2018 contractual year with a five percent (5%) raise.

The 2019-2020 pay schedule shall be based on the pay earned during the 2018-2019 contractual year with a three percent (3%) raise.

(See Appendix A)

#### 12.11 INSURANCE ANNUITIES

The Board shall contribute twelve (12) equal monthly installments in the amount of four hundred and eighty-five dollars (\$485) the first year of this contract and four hundred ninety dollars (\$490) the second year of the contract toward health insurance for persons who are scheduled to work at least thirty (30) hours each week and who are eligible for personal insurance coverage under the rules of the insurance carrier for the District. Employees under this program may have deducted from their paychecks an amount equal to the remainder of any premium necessary for individual or family coverage under this insurance program. Both employee and Board premiums will be tax sheltered. Current employees scheduled to work at least thirty (30) hours each week and who are eligible for health insurance and/or annuities will receive twelve (12) equal monthly installments in the amount of one hundred twenty-five dollars (\$125). Employees currently receiving the 12 installments of \$125.00 toward alternative insurance/annuities will continue to receive this benefit. Employees not receiving this benefit as of 1 July 03 will be required to work 40 hours to receive this benefit.

#### 12.12 TIME CLOCK

If an employee has thirty (30) minutes or less between assignments the employee will not have to clock out on their time cards but shall perform other duties as assigned. If the employee has more than thirty (30) minutes before their next assignment the employee will clock out on their time card.

## **ARTICLE XIII**

### **SAFETY**

#### **13.1 SAFE WORKING CONDITIONS**

- A. Any custodian working any shift alone shall check in with the building principal every two (2) hours.
  
- B. If the employee becomes aware of a potentially unsafe or hazardous condition, the employee shall report this situation using a work order to his/her immediately involved supervisor who shall promptly take steps to correct any unsafe or hazardous condition.

#### **13.2 HEALTH AND SAFETY**

- A. The Employer will provide Chemical Workshop training -- during the regular work day -- for all employees who handle, store, take delivery of, or otherwise come into contact with chemicals. This workshop shall include proper handling, use of, storing, and disposal of chemicals. This workshop shall also include clean-up from spills or contact with chemicals, as well as an understanding of the MSDS information.
  
- B. The Employer shall prominently post copies of the MSDS.

## **ARTICLE XIV**

### **TECHNICAL CLAUSES**

#### **14.1 COMPLETE UNDERSTANDING**

This agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

#### **14.2 WAIVER OF ADDITIONAL BARGAINING**

The parties acknowledge that during the course of the negotiations which resulted in this Agreement each had the right to make demands, proposals and counterproposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not referred to or covered by this Agreement whether such matter may have been known or unknown or otherwise subject to the contemplation of the parties at the time of negotiations.

#### 14.3 MAINTENANCE OF STANDARDS

All terms and conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed.

#### 14.4 CONTRACTUAL AMENDMENTS

This Agreement may be altered, changed, added to, deleted from, or modified through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

#### 14.5 INDIVIDUAL CONTRACTS

There shall be no individually bargained contracts. Any Bargaining Unit position created on a temporary basis shall first be bargained with the Association. If a position is created on an emergency basis it will be bargained with the Association as soon as possible.

#### 14.6 NO STRIKE

During the term of this Agreement, and any extension thereof, no employee covered by this Agreement nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District premises, any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

In the event of any violation or violations of any provision of this Article by the Association, its members or representatives, or by any employee, any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board. The Association shall, upon notice from the Board, immediately direct such employees, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation(s).

#### 14.7 SUPERSEDES PRIOR AGREEMENTS

This Agreement supersedes and nullifies all previous written agreements between the Board and the Association.

#### 14.8 VALIDITY

Should any article, section, or clause of this Agreement be declared illegal by a court or competent jurisdiction, then that part shall be deleted to the extent that it violates the law and the remaining articles, sections, and clauses shall remain in effect.

#### DURATION

This Agreement shall be effective July 1, 2018 and shall remain in effect until June 30, 2020. This Agreement is signed on the 3<sup>rd</sup> day of October, 2018.

In Witness Whereof:

For the Association:

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President

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Secretary

For the Board of Education:

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President

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Secretary

2018-2020 Franklin ESP

APPENDIX A: Pay Schedule

	2018-19	2019-20
<b>Bus Drivers</b>		
Charlie Watson	18.05	18.59
Denise Crow	17.05	17.56
Shannon White	17.05	17.56
Pat Carter	16.63	17.13
<b>Custodians</b>		
Matthew Bennett	10.00	10.30
Stacy Stephenson	13.66	14.07
Nate Steelman	13.22	13.62
<b>Cooks</b>		
Carol Seymour	17.08	17.60
Karen Kaiser	17.08	17.60
Connie Boston	11.65	11.99
Pam Redd	11.38	11.72
Marie Long	11.38	11.72
<b>Classroom Aides</b>		
Tammi Carpenter	11.82	12.18
David Clevenger	11.61	11.96
Ashley Trader	11.61	11.96
<b>East Grade Split</b>		
Christine Clayton	13.15	13.53

## APPENDIX B

### Calculations for the East Grade Blended Position 2018-20

**NOTE: These calculations are based on the number of student attendance days and the average hours worked in each category per student attendance day.**

Hours per year = **2016**

356 days/year – 104 weekend days = 252 days – **176** student days = **76** full time, 8 hour work days (including 14 paid holidays)

176 student days X 5 hours = **880** hours (figure used for supervisory hours for the blended student days)

176 student days X 3 hours = **528** hours (figure used for custodian hours for the blended student days)

76 full-time custodial days X 8 = **608** hours (figure used for full-time custodial days, holidays, & breaks)

880 part-time supervisor hours + 528 part-time custodial hours + 608 full-time custodial hours = **2016**

#### **2018-19 (increase of 5%)**

Noon/Recess Supervisor:

176 days X 5 hrs = 880 hrs X \$12.45 = \$10956/yr divided by 2016 = **\$5.44/hr (pro-rated blended wage)**

Custodian:

176 days X 3 hrs = 528 hrs X \$13.66 = \$7212.48/yr

76 days X 8 hrs = 608 hrs X \$13.66 = \$8305.28/yr

\$9616.64 + \$8305.28 = \$15517.76/yr divided by 2016 = **\$7.70/hr (pro-rated blended wage)**

\$5.44/hr + \$7.70/hr = **\$13.14** regular hourly wage for an 8 hr day year-round (shows split for custodial and supervisory wages for bookkeeper)

Any **overtime** would be paid as straight custodial \$13.66 X 1.5 = **\$20.49**

#### **2019-20 (increase of 3%)**

Noon/Recess Supervisor:

Base wage: \$12.82

Pro-rated wage for blended day: \$5.44 X 1.03 = **\$5.60**

Custodian:

Base wage: \$14.07

Pro-rated wage for blended day: \$8.89 X 1.03 = **\$7.93**

\$5.60 + \$7.93 = **\$13.53** regular hourly wage for an 8 hr day year-round (shows split for custodial and supervisory wages for bookkeeper)

Any **overtime** would be paid as straight custodial \$14.07 X 1.5 = **\$21.11**