

STREATOR TOWNSHIP HIGH SCHOOL DISTRICT #40

STREATOR, ILLINOIS



Educational Support Personnel Contract

July 1, 2024 – June 30, 2028

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ARTICLE I RECOGNITION

1.1. Recognition

The Board of Education of Streator Township High School District #40, hereinafter referred to as the "Board", recognizes the Streator Federation of Education Support Personnel Council of American Federation of Teachers Local 604, hereinafter, referred to as the "Union", as exclusive bargaining agent for full-time Paraprofessionals, full-time Secretaries and full-time Custodians. Excluded from the bargaining unit are part-time employees, the Maintenance and Custodial Supervisor, the Maintenance Man, the Secretary to the Superintendent, the Head Bookkeeper and the Payroll/Human Resources Secretary. No member of the Union shall be discriminated against for any purpose or in any respect by reason of membership in the Union or for participation in the process of negotiations and resolving of grievances.

1.2. Non-Discrimination

The Board and the Union agree that there shall be no discrimination by either party because of race, creed, color, religion, national origin, sex or age.

ARTICLE II UNION-BOARD RELATIONS

2.1. Management Rights

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of Streator Township High School District #40 conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois, and the United States, including but not limited to, the responsibilities for the right:

- A. To maintain executive, management and administrative control of the district and its properties and facilities and the work of its employees as related to the conduct of District affairs.
- B. To hire all employees and to determine their qualifications, to evaluate, promote and transfer all such employees, and to discharge, dismiss or demote such employees.
- C. To establish grade levels, the student attendance day, courses of instruction and curriculum, including special programs, athletic, recreational or social events for students, all deemed necessary or advisable by the Board.

- D. To establish work schedules, work rules and the responsibilities and assignments of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement.

2.2. Union Right to Meet with Administration

The Administration or designee may meet at mutually agreeable times with officers of the Union to discuss matters relating to the implementation of this Agreement.

2.3. Union Right to Information

A. The Administration will make available all Board meeting agendas on the district website.

B. Upon written request of the Union President, the Board shall make available the following documents:

1. Official minutes of Board meetings
2. Monthly budget summaries
3. School policy manual and revisions
4. Annual auditor's report
5. Current fiscal year budget
6. Employee lists including home addresses and telephone numbers

C. The Board and the Union shall make available to each other, upon request, any and all information as required under the Illinois Labor Act.

2.4. Use of School Facilities

A. Meetings

The Union has the right to use a school building for meetings after work hours subject to reasonable advance notice to the principal or designee who will respond in a timely manner.

B. Postings

The Union may use mailboxes, bulletin boards, and the district email system provided that such use does not interfere with the operation of the school. All costs will be reimbursed to the District. Nothing herein shall preclude the right of the Board to give direct access to employee mailboxes to other organizations as approved by the Superintendent or designee. Communications delivered through

District means (mailboxes, bulletin boards, and district email system) will not include any political statements.

2.5. Agreement Printing and Distribution

- A. The Agreement shall be reproduced by the Union as soon as possible after the date of ratification by both parties.
- B. The Board shall deliver electronic copies of this agreement to all employees.
- C. The Union shall be provided with an additional three (3) copies of the printed Agreement.

**ARTICLE III
GRIEVANCE PROCEDURE**

3.1. Definition

- A. A grievance is a dispute arising between the Employer and the Union over the interpretation or application of a particular clause of this contract.
- B. All controversies arising over the interpretation or application of a particular clause of this contract shall be verbally presented to the Superintendent or Principal, within ten (10) working days of his/her knowledge or the Union's knowledge of the grievance or the right to grieve is waived.

3.2. Procedure (Grievance)

- A. Step 1 (Informal Discussion) – The employee shall verbally discuss with the appropriate Administrator the nature of said dispute and the section of the contract which has been violated. If said dispute is not satisfactorily resolved at this step, the dispute will be submitted in writing for Step 2 within ten (10) working days.
- B. Step 2 – The written Grievance shall be taken to the Superintendent or his/her designee by the grievant and his/her Union representative. Such meeting shall be scheduled within ten (10) working days of the receipt of the formal grievance filed in Step 1. The appropriate Administrator shall provide a written response to the grievance within ten (10) working days. If the grievance involves RIF or layoff, then Step 2 is skipped.
- C. Step 3 – In case there is failure to agree in Step 2, the Union shall provide a notice to the Board of its intent to appeal the Step 2 decision within ten (10) days. Upon receipt of notice from the Union, the grievance be placed on the agenda to be discussed at the next regular Board meeting. The Union or Board may request the

Employee's presence at this step. If the Employee is requested to be present by the Board, said Employee may have Union representation present.

- D. Step 4 – Should the grievance not be settled at the Board level, a request seeking binding grievance arbitration will be sent to Federal Mediation and Conciliation Service within thirty (30) calendar days after the 3rd step.

3.3. Arbitration

The Federal Mediation and Conciliation Service shall be requested to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of the contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decisions to the Employer and to the Union. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of the Agreement to the fact of the Grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

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

ARTICLE IV EMPLOYEE RIGHTS

4.1. Personnel Files

- A. Files will be maintained and access will be provided to any employee upon request at a mutually agreeable time that does not interfere with regular business operations between Administration and the employee in accordance with the Illinois Personnel Review Act.
- B. The employee shall have the right to attach dissenting materials to any item in his/her file.
- C. The employee will be informed of any FOIA requests in regard to personnel files.
- D. An Administrator or designee will be present when the employee views the file.
- E. No document may be removed from an employee's file without Board approval. Notice will be given of any such removal.

4.2. Notice of Vacancies

The Union President and employees shall be notified electronically, prior to filling positions on a permanent basis, of all District vacancies as established by the Board. The District shall post on the District employment website and in the Administrative Office such vacancies for at least five (5) working days prior to filling said position. Employees interested in such positions shall submit their applications electronically to the Superintendent or designee.

Vacancies and/or additions within the bargaining unit shall be filled by seniority and qualifications and/or relevant experience from the pool of current employees on a voluntary basis.

It shall be the responsibility of the supervisory staff and the Superintendent or his/her designee to evaluate each employee being considered for a change in position or classification and to make such decisions fairly and without favoritism.

Job seniority is the only factor in determining layoffs and recall rights; provided, however, the employees subject to layoff or recall must be qualified and/or have relevant experience with the district or a previous employer to perform the job duties of other employees with less seniority within the unit at the time a layoff or recall is being considered.

Ties in Seniority with relationship to recall will be broken by the following procedure:

1. First day of service to the district;
2. Date of Board Meeting at which employee was hired;

3. Relevant Experience while employed by the District in similar positions to which the employee is being recalled;
4. Flip of coin or drawing of lots.

4.3. Seniority

Seniority with the District shall begin on the official date of full-time employment as determined by the Board action or on the first day of employment, whichever occurs first. In the event of any ties in seniority, then the total duration of an employee's service in the District, regardless of the category of position, shall be used to determine seniority ranking. If a tie still exists, then a flip of a coin will break the tie. All seniority shall be computed on the basis of continued service, except that when an employee has been granted an official leave of absence he/she shall retain his/her seniority to that date. No seniority will accrue during a leave of absence, but will resume when an employee returns from leave.

The District shall maintain seniority lists for all employees. Annually, but no later than January 15, the District shall post seniority lists for employees and provide a copy to the Union President. Employees shall be afforded at least five (5) work days to submit corrections to the seniority list to Superintendent; no further corrections to the list shall be made until the following year. Employees who are absent during the corrections time period may contact the Superintendent or designee upon their return to submit changes. Final copies of the seniority list shall be prepared by each February 1st for posting, with a copy provided to the Union. Seniority shall be designated by the following categories.

- Paraprofessionals
- Custodians
- Secretaries

4.4. Reduction-in-Force and Recall

The Board will follow the guidelines in the *Illinois School Code* related to Reduction-in-Force and Recall and the following provisions shall apply:

- A. Written notice shall be mailed to the full-time employee and also given to the employee either by certified mail, returned receipt requested, or by personal delivery with receipt, at least thirty (30) calendar days before the employee is removed or dismissed or the hours are reduced, together with a statement of honorable dismissal and the reason for the reduction-in-force.
- B. The employee with the shorter length of seniority in the District shall be dismissed first.

- C. Vacancies that occur for the following school term or within one (1) calendar year from the beginning of the following school term with positions becoming available within that category or any other category of position shall be tendered to the employees so removed or dismissed from that category or any other category of position so far as they are qualified to hold such positions.
- D. Notice of recall shall be sent to an employee by certified mail (return receipt requested) to the last address submitted to the Board by the employee. The employee must notify the Board in writing, within ten (10) calendar days of receipt of the offer, of the acceptance or rejection of any vacant position tendered to the employee during the recall period. Any employee who fails to notify the Board of his/her acceptance or rejection of an offered position within the time lines set forth above shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. An employee who timely responds but declines the offered position shall remain on the recall list, but will be placed at the bottom of the list of the respective category.
- E. If an employee is released and recalled to a position within the legal recall period, the reduction-in-force shall not constitute a break in service with District #40.

4.5. Discipline and Discharge

A. Procedure

1. Discipline of employees shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Board shall be for reasons based upon the employee's failure to fulfill responsibilities as an employee or violations of Board policy. Where the Board believes just cause exists to institute disciplinary action, the Board shall have the option to assess one (1) of the following penalties consistent in the Board's sole discretion with the severity of the failure to fulfill responsibilities as an employee or violation of Board policy:

Oral reprimand

*This discussion will be memorialized in writing, signed by the employee and administrator and placed in the personal file.

Written reprimand

Suspension

Discharge

2. The Board agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspensions and discharge notices shall be provided to the employee. Any disciplinary action other than an oral reprimand imposed upon an employee may be appealed through Step 3 (Board level) of the

grievance procedure. Suspension with or without pay and termination are the only disciplinary actions subject to binding arbitration. Notwithstanding, the Board may initiate a non-disciplinary paid administrative suspension during its investigation of any allegations of misconduct or violations of Board Policy. Such suspension shall be at the sole discretion of the Board.

3. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement.

B. Probationary Period

1. During the probationary period, an employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Board, and neither the reason for/nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance.
2. The probationary period for all new employees shall be ninety (90) calendar days.

ARTICLE V WORKING CONDITIONS

5.1. Paraprofessionals

A. Work Year and Workday

1. Full-time Paraprofessionals work a minimum of seven (7) hours per day, except for days designated as a half-day in-service, on which Paraprofessionals will work a minimum of four and 1/2 (4.5) hours per day. Paraprofessionals may be required to work seven (7) hours on a half-day in-service provided that there is a mandatory training that Paraprofessionals must complete. Notice will be given to the Paraprofessionals at least 30 days in advance should a mandatory training be required. The 30-day requirement is not required in the event of an emergency meeting or training for staff.
2. Paraprofessionals will work a minimum of student attendance days.
3. Paraprofessionals who work seven (7) hours will be allowed one (1) fifteen (15) minute paid, duty free break per day. Paraprofessionals who work eight (8) hours will be allowed two (2) fifteen (15) minute paid duty free breaks per day. This break may not be taken at the beginning of the school day or end of the school day, unless prior Administrative approval is obtained.

Paraprofessionals will be allowed one (1) thirty (30) minute unpaid, duty free lunch break.

B. Compensatory Time

1. Any hours worked over the seven (7) hour work day must be preapproved by the Administration.
2. Pay for any extra hours worked between thirty five (35) and forty (40) hours per week shall be paid at the straight hourly rate.
3. Employees who work in excess of forty (40) hours or more within the calendar week will be paid at the overtime rate of one and one-half (1 ½) times the approved hourly rate of pay.
4. Holiday time shall count in calculating the employee's work hours for the purposes of calculating compensatory time or overtime pay.

C. E-Learning Days

1. Should the district use an "E-Learning Day" in lieu of an emergency day, the following will apply:
 - a. professional development time, which will require the successful completion of online options given by the district, or
 - b. be in attendance and on duty, or
 - c. Work from home by performing paraprofessional duties normally performed in the regular workday. A description of work performed from home shall be provided to the appropriate administrator for approval prior to hours being approved on the employee's timesheet.

5.2 Custodians/Grounds

A. Work Year and Workday

1. Custodians will work five (5) consecutive days, Monday through Friday, eight (8) hours per day, forty (40) hours per week for full-time custodians hired prior to June 30, 2011. For custodians hired after July 1, 2011, the work week shall consist of five (5) days, (8) eight hours per day (not necessarily consecutive) Monday through Saturday.
2. During the regular school year, each custodian shall be entitled to one (1) fifteen (15) minute paid, duty free break in the morning or the first half of the shift, and one (1) fifteen (15) minute paid, duty free break in the afternoon or the second half of the shift.

3. Custodians may be allowed up to a sixty (60) minute unpaid duty free lunch break. Lunch breaks will be monitored for sufficient staffing.
4. Season Groundskeeper position beginning of the second full week of July through the second full week of November, plus March , April, May, June.

B. Compensatory Time/Overtime

1. Any time over eight (8) hours per day for forty (40) hours per week shall be paid at the rate of one and one-half time the base pay.
2. Holiday time shall count in calculating the employee's work hours for the purposes of calculating compensatory time or overtime pay.
3. If it becomes necessary, at the sole discretion of the Administration, for a custodian to be called back at times other than his/her regular shift to maintenance needs caused by and/or through the use of the facilities by an outside organization, a minimum of two (2) hours shall be paid. Overtime beyond two (2) hours shall be paid for only in fifteen (15) minute increments. In such cases where the custodian finishes the job in less than two (2) hours, he/she will be allowed to leave the building.
4. Sunday and holidays shall be paid at the rate of double time.
5. All overtime for activities paid for by organizations other than Streator High School will be paid at the level of the highest Tier (Regular).
6. Overtime on Sundays/holidays shall be offered and/or assigned on a rotating basis fairly and equitably among the full and part time custodial staff, as per past practice.

C. E-Learning Days

1. Should the district use an "E-Learning Day" in lieu of an emergency day, the following will apply:
 - a. Any custodian scheduled to work during such "E-Learning Day," may take a personal day or vacation day, or a sick day if appropriate, or
 - b. Any custodian may be in attendance and on duty with District approval.

5.3. Secretaries

A. Work Year and Workday

1. Full-time Secretaries shall be interpreted to mean those who work a minimum of seven (7) hours per day. A full-time employee hired during the year shall be granted prorated benefits.

2. All full-time Secretaries shall work the teachers' calendar for any given school year. This will be Monday through Thursday, eight (8) hours per day and seven and one half (7 ½) hours on Fridays. Hours will be recorded on time sheets.
3. During the summer, Secretaries shall work a six (6) hour day; or a thirty (30) hour week if the Board modifies summer work days to four (4) days per week. Summer hours shall begin the Monday after graduation and end one (1) week prior to the first day of school (teacher institute).
4. The work week is defined as Monday through Friday.
5. Secretaries will be allowed up to a sixty (60) minute unpaid duty free lunch break. Lunch breaks will be monitored for sufficient staffing.
6. Secretaries will be allowed two (2) fifteen (15) minute paid, duty free break periods.
7. Ten (10) month position (employee will work all student attendance days, in-service days, as well as 20 additional days annually between July 1 and June 20). The additional 20 days of work will be arranged with Dean of Students or Assistant Principal.

B. Compensatory Time/Overtime

1. Secretaries shall be offered the choice of either compensatory time or overtime pay for any assigned or approved time worked which exceeds forty (40) hours per week, upon approval of the Superintendent or his/her designee. In both cases, the rate of compensation shall be at one and one-half (1 ½) time.
2. When an employee does not work and receives paid sick leave, vacation, personal, compensatory time, jury time leave, union leave or other leave time, this time shall not count in calculating the employee's work hours for the purpose of calculating compensatory or overtime pay.
3. Holiday time shall count in calculating the employee's work hours for the purpose of calculating compensatory time or overtime pay.
4. If a secretary is required to work during Christmas or Spring break, the rate of pay shall be one and one-half (1 ½) times the normal hourly rate.
5. All compensatory time shall be used within thirty (30) calendar days of the time it is earned. If compensatory time is not used within 30 days, it shall be paid as overtime.

C. E-Learning Days

1. Should the district use an "E-Learning Day" in lieu of an emergency day, the following will apply:
 - a. Any secretary scheduled to work during such "E-Learning Day," may take a personal day or vacation day, or
 - b. Any secretary may be in attendance and on duty with District approval, or
 - c. Any secretary scheduled to work during such "E-Learning Day," may work from home with District approval by performing secretarial duties normally performed in the regular workday. A description of work performed from home shall be provided to the appropriate administrator for approval prior to hours being approved on the employee's timesheet.

5.4 Paraprofessional/Secretary

A. Work Year and Workday

1. A full-time employee may have duties that combine secretarial and paraprofessional responsibilities. In such cases, the employee shall be entitled to benefits, terms and conditions of employment of either a paraprofessional, secretary or both as determined by the Board in its sole discretion, except as otherwise expressly set forth in this Agreement.
2. Any position combining secretarial and paraprofessional responsibilities shall be a nine (9) month position referred to as "Paraprofessional/Secretary."
3. A Paraprofessional/Secretary shall work a minimum of seven (7) hours per work day.
4. A Paraprofessional/Secretary shall receive twelve (12) sick days per year and three (3) personal days per year.
5. Holidays for a Paraprofessional/Secretary will be paid as Article 7 of the contract.
6. Insurance for a Paraprofessional/Secretary will be allotted at the secretary rate as per 7.1 of the contract.
7. Seniority for a Paraprofessional/Secretary will be granted at ½ year for the secretary duties and ½ year for the paraprofessional duties.
8. A Paraprofessional/Secretary shall be allowed up to a sixty (60) minute unpaid duty free lunch break. Lunch breaks will be monitored for sufficient staffing.

9. A Paraprofessional/Secretary shall be allowed two (2) additional breaks of fifteen (15) minutes per day.
10. Paraprofessional/Secretary pay will be based on the daily allocation of hours divided between the two positions as scheduled by the administration. Performance responsibilities are outlined in the Paraprofessional Job Description and Part-time Attendance/Discipline secretary. .

5.5. Job Descriptions

The Administration shall make available annually all job descriptions for employees. Any alterations in these job descriptions will be discussed with the Union, but final changes will be at the discretion of the Board. All employees will receive a current updated job description upon request or upon any changes made to the job description.

5.6. Evaluation

Each employee's job performance shall be evaluated by the Administration, with input from the consulting teachers/supervisors. The evaluation process includes scheduled annual evaluations for employees with four or fewer years of continuous service and scheduled evaluations once every three years for those employees with more than four years of continuous service on forms applicable to the job classification and day-to-day appraisals. The employee may request an evaluation to be completed during an off-year. The Administration reserves the right to perform an evaluation on any employee during any year. Additional evaluations may occur, if needed. A progress conference for all newly-hired employees shall occur within the first ninety (90) days. The employee may request to waive an evaluation if they are retiring within the scheduled evaluation period.

Administration shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it by April 15 for paraprofessionals and June 30 for secretaries and custodians. As appropriate, principals should discuss job performance issues that require attention with employees. The original evaluation form should be signed. The employee's signature does not indicate concurrence, but merely that the employee has seen the completed form. The employee may write a response to the evaluation report. The response will be attached to the evaluation report which is filed as the official district evaluation.

5.7. Extra Duty

- A. Any employee with proper certification will be considered for extra duty positions except as otherwise stated in this Agreement.
- B. Paraprofessionals directly assisting student(s) at extracurricular events outside of the regular school day will receive a pay of 1 ½ times their daily hourly rate.

Employees selected for extracurricular duties must have requisite skill and/or experience for the position.

5.8. Video Surveillance

The parties agree that video surveillance cameras may be used to record hallways, the cafeteria, gymnasium, parking lots and other common areas for the safety of students, staff, and visitors. Further, the parties agree that video surveillance footage may be used to investigate and act upon allegations of abuse, neglect, or misconduct, to include violations of District Policy, by students, staff or community members. Video surveillance cameras will not be placed in general education classrooms or used for the observation/evaluation process for employees.

ARTICLE VI
LEAVES

6.1. Sick Leave

- A. Employees will be granted sick leave with full pay a maximum of twelve (12) days in each school year. A maximum of two hundred forty (240) working days may be accumulated. Absences due to personal illness, mental or behavioral health complications, birth, adoption, placement for adoption, the acceptance of a child in need of foster care, quarantine at home, or serious illness, or death of immediate family may be charged to sick leave. The employee's immediate family means and shall include: spouse, child, parent, in-laws, siblings, grandparents, grandchildren, legal guardians and civil union partners. Also included will be step-parents and step siblings. Paraprofessionals, Secretaries, and Custodians with 20 or more years of experience with the District will receive fifteen sick days in each school year. Upon the request of the Superintendent an absence of three (3) consecutive working days caused by an employee's illness must be supported by a physician's certificate, or if the treatment is by prayer or spiritual means, the certificate as a spiritual advisor or the practitioner of such employee's faith. Failure to submit such evidence will result in the denial of pay for such absence.
- B. Employees may use sick leave in 1/4 day increments.
- C. Upon approval of the Superintendent or designee, employees will be allowed to retain one half of the sick leave accumulated while working at another school. Any sick time received under this clause cannot be turned into IMRF as service time if the days were already submitted by a previous employer.

If by some reason of any change in the boundaries or school districts, or by reasons of the creation of a new school district, an employee is employed by the employer,

the sick leave accumulated by the employee in his previous assignment shall be retained.

- D. The Administration may require a physician's certificate as a condition for paying sick leave after an employee has been absent for three (3) consecutive days for personal illness, or as it deems necessary in other cases. If the Administration requires a certificate during a leave of less than three (3) days or directs any employee to undergo a physical examination after the initial medical examination required for employment, it shall pay the expenses incurred by the employee. Employees must provide, at their own expense, any medical verification required for a leave of absence. (*School Code*, 24-5 and 24-6)
- E. Employees will have access to a report of sick leave accrued through the District's online system. An employee can request a current report to be printed by contacting the bookkeeping office.

An employee shall not be paid for accumulated or accrued sick leave unused when his services are terminated, either voluntarily or involuntarily.

The employer reserves the right, in case of proved abuse or malingering, to deny a whole or part, payment coming under this plan.

6.2. Bereavement Leave

A. Bereavement leave shall be subject to the following:

1. All employees shall be entitled to use of a maximum of ten (10) days of leave, three (3) of which shall be paid, for bereavement arising as a result of the death of an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent within sixty (60) days after the date the employee receives notice of the death of such family member.
2. Requests for bereavement leave shall be provided to the District in writing no less than forty-eight (48) hours in advance of such leave, unless such notice is not practicable.
3. Employees may substitute paid leave available to the employee for unpaid bereavement leave.
4. Bereavement leave for circumstances not covered above may be granted at the sole discretion of the Superintendent. The decision of the Superintendent, including the terms and conditions of the leave, if granted, shall not be precedential and shall not be subject to the grievance procedure.

6.3. Personal Business Leave

- A. Three (3) non-cumulative personal business days in addition to sick leave shall be provided

- B. Advance notice of at least forty-eight (48) hours shall be given to the Superintendent or designee. The Board acknowledges there may be at some time a need to waive the forty eight (48) hour notification. In such cases, the Superintendent or designee must approve any such waiver.
- C. Personal Business Leave will not be approved during the first five (5) days of a semester or during semester examinations. A total of two (2) Personal Business Leave days may be extended for only the school day prior to the school day following these holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving break, Christmas Vacation, the Friday before Easter, and Memorial Day with Superintendent or designee approval. Exceptions to the granting of personal business days during the first five (5) days of the semester or during final examinations will be at the discretion of the Superintendent or designee.
- D. Any personal business days not used by an employee during the school year shall be added to the Employee's sick leave.

6.4. Family and Medical Leave Act

Eligible employees will be entitled to FMLA leave pursuant to the District's FMLA policy which can be found on the District website under the Board of Education, Board Policy Manual, General Personnel Section 5:185.

6.5. Jury Duty Leave

No employee shall suffer a loss in salary because of jury duty. Stipends received by the employee for such jury duty will be turned over to the Business Office.

6.6. Childcare Leave

- A. A full-time employee may elect to receive a leave of absence without pay for the purpose of childbearing or adoption of a child.
- B. Should there be a miscarriage, or should the death of the child occur within the period of the leave, the employee may, in writing, request early reinstatement. Should a position become available, the employee shall be reinstated providing there is a position for which she is qualified.
- C. An employee who is pregnant may continue to be actively employed as late into her pregnancy as she desires. An employee who becomes pregnant shall, as a condition of her continued employment, furnish the Superintendent, no later than the end of her third month of pregnancy and each month thereafter, a written statement from her physician that she is physically able to perform her normal work assignments and that such work will not impair her health.
- D. A request to elect childcare leave shall be made in writing to the Superintendent at least thirty (30) days prior to the date on which the leave is to begin except in the

case of an emergency. A physician's statement certifying pregnancy shall be submitted with such request.

- E. The length of the childcare leave shall be by agreement between the employee and the Superintendent.

ARTICLE VII COMPENSATION AND BENEFITS

7.1. Insurance

A. All Employees

1. The Board of Education will participate in providing employees with individual and dependent hospitalization and major medical insurance. The Board will pay medical insurance for eligible employees.
2. Dependent/Family Coverage – The Board will contribute the amount of the increase in excess of the cost of individual and dependent hospitalization and major medical insurance, up to a maximum of 10% above the previous year's Board's contribution. Employees shall be responsible for any increased costs above that amount.
3. The Board will make available to all eligible employees an option of a three hundred dollar (\$300) payment per month in lieu of insurance coverage. There will be two (2) options. Each individual must choose one option. Each individual must make a choice by September 1. Employees who are married to another employee who is eligible for health insurance are not eligible for this provision if employed after July 1, 2015, unless one of the couple was hired prior to July 1, 2015. If ever there is a fine or penalty to be assessed on the district due to employees who are married to each other and receiving health benefits and pay-in-lieu benefits, all employees who are married to other employees in the district become ineligible for this benefit.
 - a. The employee may choose to take the insurance coverage as per individual or dependent (family plan) coverage.
 - b. The employee may choose a payment of three hundred dollars (\$300) per month.

Individual/Dependent/Family – The Board will contribute the amount of the increase to a maximum of 10% above the previous year's board contribution. Singles will contribute a minimum of \$25 per month.

B. Insurance Committee

The Board and the Union agree that all issues regarding health insurance will be investigated by a district health insurance committee. The district health insurance committee ("committee") shall consist of representatives from the various labor groups within District 40. The Board and this committee will meet and come to a consensus regarding proposed changes in our health and major medical insurance policy.

The committee shall meet on an as needed basis to discuss changes in the health insurance policy, cost containment within the policy and options to current coverage.

It is understood that while the committee advises on health insurance issues, it does not stand as a final decision-making body. The committee shall report its findings, deliberations and recommendations to the Board of Education, Union and Administration of District #40 on a regular basis.

It is further understood between the parties that health and medical insurance coverage is an economic condition and, in reality, can only be determined through the collective bargaining process between the Union and the Board of Education District #40.

7.2. Vacation

A. All Employees

1. Vacation time is to be taken July 1 through June 30. Time may also be taken during the month of June for time earned after July 1. Up to five (5) days of vacation may be rolled into the following fiscal year with prior approval of the Superintendent or designee. These days must be used before December 31st.
2. Holidays falling within vacation periods shall not be charged against vacation allowance.
3. Vacation allowance earned prior to death shall be paid to the employee's estate subject to any pension requirements relating to same.
4. Members whose employment is terminated prior to the end of the fiscal year, and entitled to a vacation, must take it prior to June 30th. Members who retire at the end of the fiscal year shall do so prior to June 30th, according to the number of weeks of entitled vacation, but the termination date shall be June 30th.
5. Vacation requests may be denied to ensure sufficient staffing.

B. Custodians

1. Vacations with pay shall be granted at the rate of two weeks after one (1) year of service. One additional day for each year of service shall be added starting at six (6) years to a maximum of four weeks.
2. If a Custodian is hired during a school year, a prorated amount of the two (2) weeks will be calculated on a one-twelfth basis for every full month of employment. For all subsequent years, earned time will begin on July 1.
3. Summer vacation schedules for Custodians will be such that the summer maintenance program will be effective. Custodians must file summer vacation requests with the department head by May 1st.
4. No more than two custodians will be allowed vacation time during any one week during the school year when students are in attendance.

C. Secretaries

1. Vacations with pay shall be granted at the rate of two weeks after one (1) year of service. One additional day for each year of service shall be added starting at six (6) years to a maximum of four weeks.
2. If a Secretary is hired during a school year, a prorated amount of the two (2) weeks will be calculated on a one-twelfth basis for every full month of employment. For all subsequent years, earned time will begin on July 1.

7.3. Holiday Leave

- A. All the following holidays are paid at the rate of the employee's normally scheduled working hours for nine (9) and ten (10) month employees:

Friday preceding Easter
Easter Monday
December 31
New Year's Day
July 4
Labor Day
Veterans Day
Election Day
Wednesday before Thanksgiving
Thanksgiving
Friday after Thanksgiving
December 24
December 25
Lincoln's Birthday/Presidents Day

Martin Luther King Day
Memorial Day
Columbus Day
Juneteenth

- B. Paid holidays on a weekend are not calculated in a forty (40) hour week. In case holidays fall on Saturday or Sunday or when school is not in session, each day shall be added to vacation time or any employees who would have otherwise been scheduled to work.
- C. The Board reserves the right to substitute a day for any of the above holidays due to school calendar.

7.4. Salary

- A. Salary increases for all bargaining unit positions are set forth in Appendix A to this Agreement.
- B. Differential compensation will be paid at the rates set forth in Appendix A to this Agreement.

7.5. Starting Wages

- A. Starting wages for all bargaining unit positions are set forth in Appendix A to this Agreement.

7.6. Training

- B. Staff development opportunities may be provided during the school day for employees to gain additional skills in their job-related categories.
- C. Additional staff development opportunities outside the school day must be preapproved by the Administration in order for the employee to be reimbursed any course fees.

7.7. Pay Periods

A. Paraprofessionals

- 1. Employees shall receive wages paid in twenty-four (24) equal installments throughout the year.
- 2. Wages will be based on a commitment to 1200 hours for the regular academic year.

3. Days not meeting the sick leave or personal business leave requirements may be requested with prior notice by the employee. These requests for time off without pay must be approved by the Administration.
4. All hours worked shall be documented on a time sheet by the employee.
5. Payroll adjustments will be made in the corresponding pay period.

B. Secretaries

Secretaries shall be paid in twenty-four (24) equal installments throughout the fiscal year (July 1 through June 30) based on 80 hours per pay period and the individual employee's hourly rate. There will be a one-time adjustment on July 10 for hours worked more or less than the base total. Any Secretary beginning or ending employment during the fiscal year will have a prorated adjustment.

C. Custodians

Custodians shall be paid in twenty-four (24) equal installments throughout the fiscal year (July 1 through June 30) based on 81.5 hours per pay period and the individual employee's hourly rate. There will be a onetime adjustment on July 10 for hours worked more or less than the base total. Any Custodian beginning or ending employment during the fiscal year will have a prorated adjustment.

D. Paraprofessionals/Secretaries

Paraprofessionals/Secretaries shall be paid in accordance with the requirements set forth above for Paraprofessionals.

7.8. Union Deductions

The Union shall inform the Board of Education as to the amount of yearly dues and/or dues increases throughout the year. Said dues shall be deducted by the employer over a ten month period for Paraprofessionals, Secretaries and Custodians. In the event that an employee revokes his or her dues in accordance with terms in which he or she authorized the dues deduction, the Union will notify the employer after the close of the revocation window. Any changes in personnel from the list previously furnished shall be submitted to the union within ten (10) working days.

7.9. Internal Substitutes

Any employee who substitutes in another bargaining unit position shall be paid at least the first-year wage for that position, but no less than the employee's current rate of pay. Substitute pay shall be paid by the quarter hour for time worked while substituting.

7.9. Retirement

A. Eligibility – Secretaries/Paraprofessionals/Custodians

1. The employee must have at least fifteen (15) years of IMRF credible service to Streator Township High School District 40 immediately preceding his/her retirement.
 2. The employee must be eligible to receive pension benefits through the Illinois Municipal Retirement Fund of the State of Illinois.
 3. The employee must submit an irrevocable letter of resignation to the Board of Education and sign a retirement contract.
 4. The employee's retirement will not result in penalties or refundable contributions to the Illinois Municipal Retirement Fund.
- B. If the employee chooses the salary enhancement retirement option, the letter must be submitted no later than twelve (12) months prior to the employee's retirement date to receive the Retirement Plan Benefits. In the event that the employee experiences a catastrophic life event and chooses to retire earlier than 12 months, the retirement salary enhancement will cease at the time of the employee's separation from employment. The employee can appeal to the Board of Education to have a lump sum payment of the remainder of the value of the retirement salary enhancement upon separation of employment. The Board of Education will have sole discretion on approval of the lump sum payment.
- C. Retirees shall have two options for a retirement incentive and may choose only one:
- a. The Board shall increase the retiring employee's total creditable earnings by five percent (5%) above the employee's earnings during the year immediately following the next Board of Education meeting after the retirement letter date. The five percent (5%) rate increase will be limited to one year from the date of retirement, during which the employee shall be required to perform all duties for which the employee received compensation during the prior year; or
 - b. The Board shall contribute 50% of the then cost of single health insurance (not to exceed \$300 monthly) on a monthly basis to any retiree for a maximum of 36 months beginning with the month immediately following the retirees last month of employment with the District.

7.10. Membership Dues

With prior administrative approval, the Board will agree to pay for all full-time staff one membership to a professional organization of the staff member's choice as long as the professional organization is representative of at least a majority of the staff member's assignment for the year. Staff members may join other professional organizations at their discretion and their expense.

ARTICLE VIII NEGOTIATIONS PROCEDURE

- 8.1. The Board and the Union have the authority and duty to meet at reasonable times and confer in good faith in order to execute a written contract incorporating any agreement reached by the parties.
- 8.2. All requests for communication with the Board shall be channeled through the Superintendent or designee, and requests to the Union shall be made to the President of the Union or designated representative.
- 8.3. Facts, options, and proposals may be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on items defined as negotiable in this agreement. All tentatively agreed upon materials shall be prepared for the Board and the Union and initialed.
- 8.4. When the Board and the Union reach a tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the members of the Union for ratification and then the Board for approval.

ARTICLE IX EFFECT OF AGREEMENT AND DURATION

9.1. No Strike Provision

During the term of this contract, or during any extension or renewal thereof, the Union will neither cause, authorize, or support, nor will any of its members take part in a strike, concerted failure to report to duty, willful absence from duty or stoppage of work, picketing or abstinence from work in whole or in part. Following expiration of this contract, the Union may engage in a strike only if:

- A. it is represented by an exclusive bargaining representative,
- B. the collective bargaining agreement has expired,
- C. mediation has been used without success,
- D. both parties have not agreed to submit to binding arbitration,
- E. it provides at least ten (10) days' notice of the intent to strike to the Board.

9.2. Maintenance and Amendment of Contract

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. Recognizing the fact it is not possible for an agreement of this kind to cover every contingency that may arise,

the terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.

9.3. Duration

This Agreement shall be effective July 1, 2024 and shall remain in effect until and including June 30, 2028.

Dated this 22nd day of April, 2024

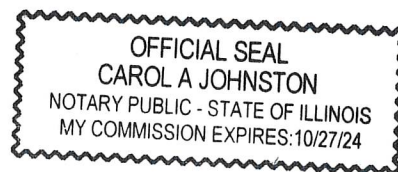
Streator Township High School District #40

By: [Signature] By: Christine M. Benckendorf
Board President CoPresident, Local 604, IFT-AFT

Attest: [Signature] By: M. Ramal
Board Secretary Chairman, Local 604, IFT-AFT

Duly signed and sworn to before me this 22nd day of April, 2024

Carol Johnston
Notary Public



APPENDIX A

Starting Rate		Year 1	Year 2	Year 3	Year 4
\$20.00	Years of Service	PARAPROFESSIONAL	3%	3%	3%
	1 to 5	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85
	6 to 10	\$ 22.00	\$ 22.66	\$ 23.34	\$ 24.04
	11 to 15	\$ 23.00	\$ 23.69	\$ 24.40	\$ 25.13
	16 to 20	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.23
	21 to 29	\$ 26.00	\$ 26.78	\$ 27.58	\$ 28.41
	30+	\$30.00	\$30.90	\$31.83	\$32.78
Starting Rate		Year 1	Year 2	Year 3	Year 4
\$20.00	Years of Service	SECRETARY	3%	3%	3%
	1 to 5	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85
	6 to 10	\$ 22.00	\$ 22.66	\$ 23.34	\$ 24.04
	11 to 15	\$ 23.00	\$ 23.69	\$ 24.40	\$ 25.13
	16 to 20	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.23
	21 to 29	\$ 26.00	\$ 26.78	\$ 27.58	\$ 28.41
	30+	\$30.00	\$30.90	\$31.83	\$32.78
Starting Rate		Year 1	Year 2	Year 3	Year 4
\$20.00	Years of Service	CUSTODIAN	3%	3%	3%
	1 to 5	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85
	6 to 10	\$ 22.00	\$ 22.66	\$ 23.34	\$ 24.04
	11 to 15	\$ 23.00	\$ 23.69	\$ 24.40	\$ 25.13
	16 to 20	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.23
	21 to 29	\$ 26.00	\$ 26.78	\$ 27.58	\$ 28.41
	30+	\$30.00	\$ 30.90	\$ 31.83	\$ 32.78
		Year 1	Year 2	Year 3	Year 4

Starting Rate	Years of Service	Groundskeeper/Custodian	3%	3%	3%
\$20.00	1 to 5	\$20.00	\$20.60	\$21.22	\$21.85
	6 to 10	\$22.00	\$22.66	\$23.34	\$24.04
	11 to 15	\$23.00	\$23.69	\$24.40	\$25.13
	16 to 20	\$24.00	\$24.72	\$25.46	\$26.23
	21 to 29	\$26.00	\$26.78	\$27.58	\$28.41
	30+	\$30.00	\$30.90	\$31.83	\$32.78
	Shift Differential	\$1.00	\$1.00	\$1.00	\$1.00

**** The salary for the Groundskeeper/Custodian starting in 2024-2025 will be \$25.00 an hour with an increase of 3% per year for the length of the contract. All new groundskeeper/custodians hired after the start of this contract will be placed on the pay table listed in Appendix A.**