

# **Negotiation Agreement**



**Between**

**The Board of Education  
And  
Community High Education Support Staff IEA/NEA**

**Crystal Lake, Illinois**

**July 1, 2016 - June 30, 2019**

**REVISED**

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## **PREAMBLE**

The Board of Education for Community High School District 155, hereinafter referred to as “Board” and the Community High Education Support Staff, IEA/NEA, hereinafter referred to as “CHESS”, recognize that the schools seek to provide the best educational opportunities possible for the students of District 155. The Board and CHESS work toward creating an environment where encouragement, support, safety, and success can be attainable for every student. The building and maintaining of a student-centered learning community depends on everyone in the organization. Accordingly, the Board and CHESS will work to recruit, develop, and retain individuals with a commitment to the school as a professional learning community. The Board designates the Administration of District 155 as its designee in all respects with regards to the management of this agreement.

## **ARTICLE I** **RECOGNITION**

### **1.1 - Recognition**

The Board does hereby recognize CHESS as the Collective Bargaining Agent for Bargaining Unit Employees consisting of but not limited to; secretaries, bookkeeper, payroll secretary, accounts payable/payroll assistant, paraprofessionals, non-certified supervisors, registrars, aides, clerks, custodians, 2nd shift lead/supervisor, building maintenance, grounds maintenance, and food service personnel employed by the Board, exempt Employees excluded, but not limited to: food service employees contracted by an outside services company; Secretary to the School Board; Secretary to the Superintendent; Secretary and PPS Secretary to the Director of Student Services and Assistant Superintendent of Educational Services; two (2) Secretaries to the Assistant Superintendent of Business and Finance; Secretary to the Assistant Superintendent of Human Resources; Secretary to the Director of Technology; Secretaries to the building Principals; Computer Administrator; PC Specialist; Computer Technician(s) working under the Director of Technology; Director of Communications; Coordinator of Finance; Food Manager at South, Building Operations Supervisors; Bookkeeper/Assistant to the Treasurer; Payroll Secretary; Secretary to the Director of Operations; and Accounts Payable/Payroll Assistant and all supervisors, managerial, confidential, short-term, temporary, replacement, student employees as well as any other classifications the Illinois Educational Labor Relations Act excludes.

As new employment positions are added or created, CHESS and Administration will discuss, through Labor-Management meetings, the exempt or non-exempt status of the new position.

### **1.2 - Definitions**

For the purposes of this Agreement, the following definitions apply:

- **Full-time Employees:** Employed at least nine (9) months per calendar year and at least seven (7) hours per day, thirty-five (35) hours per week.
- **Part-time:** Employed less than seven (7) hours per day and/or less than thirty-five (35) hours per week.
- Calendar year is from January 1<sup>st</sup> thru December 31<sup>st</sup>.
- The District Fiscal year is July 1<sup>st</sup> thru June 30<sup>th</sup>.
- Use of the word “day” shall mean calendar day unless otherwise specified.
- School Improvement Day-Early Release --student dismissal at 12:53 p.m.
- Institute Day—no student attendance days
- Day of non-attendance—no school
- Holidays (listed on school calendar)—no school
- Late Start Monday—Monday’s specified on school calendar only students begin at later time.

### **1.3 - Probationary Periods**

When the Board hires a new employee or rehires a former employee, the employee shall be on probation for a period of sixty (60) calendar days of active employment with the exception of 12-month custodial/maintenance employees whose probationary period will be for 365 calendar days of active employment. The Board may in its exclusive discretion extend this probationary period for up to an additional thirty (30) calendar days for all employees except the 12-month custodial maintenance employees whose probationary period may be extended for up to six (6) months. The Supervisor must discuss the employee’s performance no later than the end of the initial probationary period and inform the employee of the additional probationary period, if applicable

Probationary employees are immediately eligible for paid holidays, full pay for jury duty leave, and sick days. After 6 months, probationary custodial/maintenance employees are also eligible to use vacation, if applicable, under the terms of this Agreement. Probationary employees are entitled to a prorated (see page 13, 4.8) amount of allocated sick days during the probationary period, and are eligible for health insurance

on the 1<sup>st</sup> day of the month after 60 days of active employment. Probationary employees are not eligible for any other fringe benefit provided in this agreement, unless and until the employee successfully completes this probationary period. During this probationary period, the new employee will have no right to pursue a grievance under this Agreement and CHESS will not pursue a grievance on behalf of the employee. If, during this probationary period, the employee believes that the Board has violated any of the employee's rights under this Agreement, the employee may present the issue to the Labor Management Committee, as provided in Article II of this Agreement. The probationary employee may not present issues of discipline, including discharge, to the Labor Management Committee. Unless hired specifically for a stated temporary job, an employee retained after the employee's probationary period shall be considered a regular employee and for purposes of wage, benefits, and any reduction-in-force priority, the Board shall credit the employee with the days of service equal to the employee's probationary period. Temporary employees have no rights under this agreement. If the temporary employee accepts a position as a permanent employee, the probationary period begins from the first day of permanent employment.

## **ARTICLE II**

### **LABOR-MANAGEMENT COMMITTEE**

CHESS and the Board recognize the importance of communication in maintaining good relationships and agree to meet as necessary, as mutually agreed upon, to discuss or clarify any items of concern. These meetings do not constitute bargaining.

CHESS shall communicate with the Administration and the Administration shall communicate with the CHESS executive board. The CHESS executive board currently consists of a President, Vice-President, Secretary, and Treasurer.

## **ARTICLE III**

### **HOURS OF WORK**

#### **3.1 - Normal Work Day and Week**

The Board will schedule employees workday and work week based on operational needs, consistent with regular use of school facilities. Subject to the Board notification, the chart below defines usual hours and days. This chart shall not be considered as a guarantee of minimum hours' employees are required to work. The regular work week for employees is Monday through Friday.

If the Board determines that a change in the work day, work week, or number of shifts per day is necessary, before implementing change, the Board will provide CHESS with written notice of the proposed change and discuss with CHESS any impact that decision might have on employees.

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<u>Description</u>	<u>Hours Worked (Excluding Lunch)</u>	<u>Working Days</u>
9-month	7 & 8	190

The 190-day work calendar is for payroll purposes and includes 181 working days and 10 paid holidays as follows:

- Five (5) days, encompassing student registration and opening institute day. Days may be determined by administration, all student attendance days, Freshman Orientation Day, and the last day of student attendance (unless as one of the five days as determined by administration) for the school year.
- If a situation occurs in which the employee is unable to work during Student Registration, the employee may work other days if the building principal and employee mutually agree on days other than Student Registration.
- Special Education STRIVE, FLS, Life Skills and FCS paraprofessionals will be provided at least one (1) day for training purposes during the registration period (9.14).

All workdays for 9 month employees will be normal working hours (7:15 a.m. to 3:00 p.m.) unless other arrangements are made with the immediate supervisor and/or building administration and with the exception of School Improvement Days – Early Release. Hours worked will be the same as student attendance hours except for Food Service employees. The normal working hours of Food Service employees shall not be impacted by School Improvement Days—Early Release/special schedules. On these days, 9-month non-Food Service employees are dismissed from their duties only after those under the employee’s direct supervision are dismissed. On days of final examinations, 9 month employees are to remain in the building, working the regular scheduled time unless the employee’s supervisor dismisses the employee prior to the scheduled ending time. On Late Start Monday dates, employees are expected to report to work at 7:05 a.m. unless other arrangements have been made with immediate supervisor and/or building administration.

Food service employees work one hundred eighty (180) school days with ten (10) paid holidays. In the event the length of the school year is increased for students from its current one hundred seventy-six, work days will be adjusted on a 1:1 basis.

<u>Description</u>	<u>Hours Worked (Excluding Lunch)</u>	<u>Working Days</u>
10-month	8	200

- The 200-day work calendar is for payroll purposes. Ten month employees work 190 days and have 10 paid holidays.
- This number includes all days on the Board-approved school calendar plus ten (10) days to be determined by administration and employee which include student registration. Days worked during summer hours will follow the summer work hour schedule.
- If a situation occurs in which the employee is unable to work during student registration, the employee may be asked to work other days by mutual agreement by administration and the employee.
- College & Career Center Coordinators will not be required to work student registration but may volunteer if necessary.

<u>Description</u>	<u>Hours Worked (Excluding Lunch)</u>
12-month Secretarial	8

- Twelve month secretarial employees will be paid for the number of days worked according to the calendar generated by human resources. Twelve month secretarial employees have eleven (11) paid holidays.
- All but two (2) days during the period including winter and spring breaks are non-work days. The schedule for the two (2) days to be worked will be by mutual agreement by both the employee and immediate supervisor. In the event agreement is not reached with the employee(s), a lottery will be used to determine the work days.
- During the summer these employees will work a thirty-five (35) hour week, as scheduled by administration.
- The day after Thanksgiving (Friday); Christmas Eve; and New Year’s Eve will be non-work days.

<u>Description</u>	<u>Hours Worked (Excluding Lunch)</u>
12-month Custodial / Maintenance	8

- Twelve month custodial/maintenance will be paid for the number of days worked according to the calendar generated by human resources. Twelve month custodial/ maintenance employees have eleven (11) paid holidays.
- Overtime may be assigned as determined by administration according to the provisions of Section 7.2 Overtime.
- All work days will be 8-hour work days (7 hours for 9 Month), and starting and ending times will be established by the administration and will be changed as needed.
- At the end of each school year, CHESS will be provided the Official School Calendar identifying holidays and the days of work for each job classification for the upcoming school year.
- Whenever the Board requests an employee to work non-assigned times, and the number of hours worked in that work week is less than 40, the Board at its discretion will pay either the employee's regular wage, or instead of payment, may allow the employee to take time off in a subsequent work week equal to the amount of work during non-assigned times.
- Staff may not skip lunch or take their lunch break at other than normally accepted times to alter their normal workday, unless specifically approved by their supervisor.
- Administration will work with the Building Operations Supervisor and building administration on the utilization of custodial/maintenance employees in areas not directly related to their job duties, during the employee's regular schedule of employment.
- The Building Operation Supervisor has the discretion to allow custodial/maintenance staff to leave as early as Noon on Fridays during the summer recess. The decision to not allow staff to leave early shall not be subject to the grievance or arbitration provisions in Article III this Agreement.

### 3.2 - Overtime

- For purposes of determining overtime pay, the Board shall use a workweek of 12:00 a.m. Sunday through 11:59 p.m. Saturday.
- All overtime must be pre-approved by the supervising administrator and, in the case of custodial/maintenance the Operations Supervisor as well. If an employee is assigned and pre-approved to work overtime, the employee's supervisor must obtain permission from the building principal, vice principal, or the Operations Supervisor before allowing the employee to work additional hours.
- Employees shall receive regular pay until that employee *works* 40 hours in a workweek subject to the conditions below.
- Overtime is paid after 40 hours worked. The employee shall receive either overtime pay or compensatory time at the rate of the employee's regular hourly rate of pay times one and one-half (1.5).
- With the exception of paid holidays as designated in Article 3.4 and "non-work days" as designated in the final paragraph of Article 3.4, the Board includes only time actually worked when computing



whether an employee is eligible for overtime. That is, time not actually worked, such as personal days, sick leave days, and dock days, is not included. The employee's regular hours that would have been worked on a paid holiday designated in Article 3.4 or "non-work day" as designated in the final paragraph of Article 3.4 will count as actual hours worked for overtime purposes.

- Employees working overtime shall provide their supervisor a time sheet of hours worked.
- In case of emergency where the pre-approval of extra work hours is not practicable, the Board authorizes the employee to perform whatever work is necessary to eliminate the emergency. The employee must attempt to notify a supervisor or administrator regarding any emergency as soon as possible.
- In the event an employee is called into work on a paid holiday, the employee will receive the employee's regular hourly rate times one and one-half (1 ½) for those hours worked.

The Board will assign any overtime work within each building by first soliciting volunteers acceptable to the Operations Supervisor, or designee, and if there are more qualified volunteers than needed, shall assign the overtime on a rotating basis. If no volunteers are available, or the volunteers available are unqualified in the Board's sole discretion, the Board will distribute the overtime on a rotating basis at each building.

- The Board may issue compensatory time instead of overtime pay. If the Board/employee agree to compensatory time, the Board will not pay the employee for the time worked over 40 hours, but will allow the employee to take time off with pay in a later week. Employees will earn compensatory time off at a rate of one and one half hours for each overtime hour worked. An employee may use accrued compensatory time by requesting leave from the Board, and the Board will grant the request if operational needs allow, and the leave would not be unduly disruptive to the Board's ability to service the students and community.

### 3.3 – Lunch and Breaks

A duty free unpaid lunch time will be provided for full time employees as follows:

		<u>Lunch</u>	<u>Paid Break(s)</u>
9 month	7 hour work day	45 minutes	None
9 month	8 hour work day	One Hour	(2) 15- minute
10 month	8 hour work day	One Hour	(2) 15-minute
12 month	8 hour work day	One Hour	(2) 15-minute
12 month	Custodial / Maintenance 8 hour work day	30 minutes	(2) 15-minute
Food Service	8 hour work day	30 minutes	(1) 15-minute
Food service	5, 6 or 7 hour work day	None	(1) 15-minute
Food service	3 or 4 hour work day	None	(1) 15-minute

Food service managers may work with food service employees to schedule breaks and lunch during the work day.

### 3.4 - Holidays

Paid holidays are:

New Year's Day

Martin Luther King Day

Lincoln's Birthday or President's Day

Casmir Pulaski Day \*

Memorial Day

Labor Day

Columbus Day

Veteran's Day \*\*

Thanksgiving Day

Christmas Day  
Independence Day (12-month employees only)

\*If the District chooses not to observe (waive) Casimir Pulaski Day as a holiday (school is in session, and students are in attendance), the Wednesday before Thanksgiving will be designated as a paid holiday to replace Casimir Pulaski Day. However, if the District chooses to observe Casimir Pulaski Day, the holiday will revert back to Casimir Pulaski Day.

\*\*If the District chooses not to observe (waive) Veteran's Day as a holiday (and school is in session, and students are in attendance), employees will be granted a floating holiday to replace Veteran's Day. However, if the District chooses to observe Veteran's Day, the holiday will revert back to Veteran's Day (provided that Veteran's Day does not occur on a weekend day). Employees may take floating holiday(s), including before or after other holidays, upon approval by their immediate supervisor.

During the school year, the listed holidays will be paid non-work days, only if they are recognized as holidays by the official school calendar.

For All Twelve (12) Month Employees:

If Christmas Day, New Year's Day, or Independence Day should fall on Saturday or Sunday, then the following Monday will be the paid holiday.

Thanksgiving Friday, Christmas Eve, and New Year's Eve are non-work days. If Christmas Eve or New Year's Eve should fall on a Saturday or Sunday, then the preceding Friday will be the non-work day.

**ARTICLE IV**  
**REQUEST FOR TIME OFF AND LEAVES**

4.1 - Procedures for Requesting Time Off

An employee requesting time off for any reason must give the Administration notice of intent to take leave within the time limits described in this Article. Emergencies are not subject to these time restrictions, but in the case of emergencies, the employee must inform the Board as soon as the employee knows of the need for leave of absence. Emergencies include unforeseeable absences. The Administration will require the employee to complete a request for time off via the District's employee management software system. The Administration may also request written verification of the reason for the leave as it deems necessary.

4.2 - Terms and Conditions Applicable to All Time Off

Except as otherwise provided within this Agreement, or as required by law, all leaves of absence are unpaid. Employees shall not accrue additional leave days, holiday pay, retirement benefits and service credit during leave.

While on leave, the employee may not engage in other employment, unless the Administration approves in advance. Violation of this policy, or providing information to obtain a leave of absence which the Administration believes to be false, may result in discipline up to and including termination.

Throughout any leave of absence, the Administration may require periodic updates regarding the employee's intent to return to work and, if applicable, medical status including examination by a medical care provider designated and paid by the Board.

4.3 - Qualifications for Leave Due to Work Related Injury or Illness

Unless totally incapacitated, an employee injured on the job must report the injury to the Employee's immediate supervisor and the Company Nurse hotline at (855) 921-9518. Failure to timely report the injury may result in the denial of workers' compensation benefits and in progressive discipline.

The employee reporting the injury to a supervisor may do so either orally or in writing. This does not preclude the requirement to report to the Company Nurse hotline.

#### 4.3.1 - Required Documentation for Leave Due to Injury or Illness

In the case of absence due to injury or illness, the employee must require the physician to complete the medical certification form provided by the Administration and return the form to the immediate supervisor within fifteen (15) days of the date the employee receives the form. The employee must also sign a form to authorize the Board and/or its agents to obtain information regarding the employee's medical condition, the need for leave of absence, the eventual return to work, and any medical or insurance record that might be relevant to the employee's claim for benefits due to the employee's injury. The employee's failure to provide either the Medical Certification or the Authorization could result in the delay and/or denial of request for leave of absence, and in progressive discipline. Employee documentation related to one's health or medical condition are confidential and will be handled according to HIPAA.

#### 4.3.2 - Terms During the Leave

Any short term disability or workers' compensation leave which lasts three or more calendar days will be designated as FMLA leave and any compensation to employee shall be limited to the amount for which the employee may be eligible and payable by the Board's workers' compensation insurer.

#### 4.3.3 - Conditions for Returning from a Leave

Upon return to work from leave of absence of three or more consecutive days due to a medical reason, the employee may be required to produce a physician's release to demonstrate the employee's ability to safely perform all essential functions of the employee's regular position with or without reasonable accommodation. The Board's decision not to require a physician's release shall not serve as a waiver of the Board to require such a release in other circumstances and shall have no precedential value whatsoever. The Board may also require the employee to complete a medical certification form prepared by the Board and submit to an examination by a physician of the Board's choice. The employee's failure to provide this information or to cooperate with the Board's efforts to obtain this information could result in termination. No employee will be allowed to perform work that violates a physician's restrictions. Any employee who refuses to follow a doctor's orders, and performs work that violates the doctor's restrictions will not be allowed to return to work without a release to return to work with no medical restrictions.

#### 4.3.4 - Modified Duty

In an effort to rehabilitate an injured or ill employee who is physically unable to return to full duty, the Administration may offer a modified duty position which the employee would be able to safely perform within medical restrictions. The Administration may issue progressive discipline to any employee who refuses to accept such a modified duty assignment, unless the employee can produce medical evidence of the inability to safely perform the duties. The Administration considers failure to return to work for two days after a job offer from the Board and without notice from the employee to the Board as job abandonment, and will result in the employee's termination, unless the Administration and employee have mutually agreed to a specific extension.

Generally, modified duty will last for up to ninety (90) days, an employee will be paid at a wage equal to his or her duties, (i.e. the employee may not earn "full pay"), and an employee is expected to adhere to all work rules, attendance policies, and standards. The Administration will require the employee to sign a form acknowledging the temporary nature of the modified duty, and all other terms and conditions of the modified duty program consistent with this agreement.

#### 4.3.5 - Maximum Term for Leave of Absence

While the employee is temporarily disabled from the employee's pre-injury duties, the maximum leave of absence is any available sick days, or six months, whichever number is greater. The six-month period will begin to run on the employee's first day of absence due to injury or illness and will continue to run until the employee has returned to work and has performed regular duty work for ten (10) consecutive workdays.

The six-month maximum leave of absence does not apply to the employee if there is a determination that the employee has a permanent restriction that prohibits the employee from performing any essential function of the position the employee held at the time of injury or illness.

#### 4.4 - Qualifications for FMLA Leave

The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that their group health benefits be maintained during the leave.

FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women.

The Board will comply with all provisions of the Family and Medical Leave Act (“FMLA”) for any of the following reasons:

- for the birth and care of the newborn child of an employee;
- for placement with the employee of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Employees are eligible for leave if they have worked for their employer at least 12 months, at least 1,250 hours over the past 12 months, and work at a location where the company employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours or work. Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

Employees who would like additional information about their rights under the FMLA or about requesting an FMLA leave should contact the Assistant Superintendent of Human Resources. The Board shall provide any information regarding the FMLA at the employee’s orientation.

#### 4.5 - Employee Call to Jury Duty

Any employee will receive his/her full salary when called for jury duty during the employee’s regular work year. The employee shall surrender to the District any stipend received by the employee for jury duty. The employee may retain monies received for travel and other expenses for Jury Duty. The employee shall return to work any time during the workday that the employee is not required to be present for jury duty, and would be able to work at least two hours that day.

#### 4.6 - Qualifications for Vacation Leave

The vacation policy of District 155 provides for paid vacation beginning on July 1 of the next year following initial employment and every July 1 thereafter. Only full-time, year-round employees are eligible for this benefit.

Employees who have less than one year of service as of July 1 of the next year following initial employment will receive vacation days on July 1 as follows:

<u>If employment begins</u>	<u>Benefit</u>
July, August, September	10 days
October, November, December	8 days
January, February, March	5 days
April, May, June	3 days

After 6 months of employment, an employee may use up to one week (5 days) of vacation from what accumulated vacation would be available to them during their second year of employment. Example: If an employee used 4 days of vacation after six months, they would have 6 days of vacation remaining to be used beginning on July 1 of the following year. This would allow an employee the use of their earned vacation days in their first year of employment. The remainder of the 6 days would be used in their second year of employment.

Employees with at least one year of employment as of July 1 will receive vacation as follows:

<u>Years of service on July 1</u>	<u>Benefit</u>
Completion of six (6) months	5 days
Completion of year one (1) through year nine (9)	10 days
Beginning of year ten (10) through completion of year fifteen (15)	15 days
Beginning of year sixteen (16), and thereafter	20 days

For twelve (12) month employees who begin employment in July, August, or September, the first year of employment will count towards accumulated years for extended vacation. In the event an unusual circumstances arises in June and a twelve (12) month CHESS employee is denied earned vacation by his/her supervisor, the employee may petition for vacation utilization the following month. Final decision on the use is by the Assistant Superintendent of Human Resources and is non-grievable.

Vacation schedules do need to be adjusted to make sure areas are covered at all times. Employees must arrange vacation times with their supervisor in order to meet department or office needs. An employee denied vacation has the right to discuss the denial with his/her immediate supervisor and/or the building principal.

Unless the employee is using accumulated sick leave, approved vacations which encompass a paid holiday obligate the affected employee to work the complete day before the employee's vacation begins and the entire day following the employee's vacation to be paid for the holiday that falls within the vacation period. The decisions for approval of vacations that encompass paid holidays are not subject to the contract's grievance procedure; however, approval decisions may be appealed to the building principal or other appropriate supervisor.

Vacation days are non-cumulative and the employee forfeits any vacation days not used between July 1 and June 30 of any given work year. There will be no cash reimbursement for any unused or accumulated vacation days.

Vacation days are not earned while on any leave of absence. The use of an employee's accrued vacation days is an earned benefit.

In the event a current 9 or 10-month employee, who has worked for District 155 for at least five (5) consecutive years of service, is hired to fill a 12-month role covered under the CHESS agreement, the employee will be awarded two (2) vacation days in the first year of the 12-month position to be used only after completing sixty (60) days probation in the new 12-month position.

#### 4.7 - Emergency Days

Unless specifically excluded by this paragraph, all employees are required to work on days which the Superintendent or designee has canceled school for the students. Employees will not be required to work on such days if the administration calls an employee and informs the employee to not report for work that day. "Informed" shall constitute an attempt to call, actual notification, or broadcast by radio station. In such circumstances, the Board shall not pay the employee for that day. Twelve-month employees may choose to use a vacation day, previously earned compensation day, personal day, or make the day up in place of that non-paid day. If an employee fails to work on a day that school is canceled for students, then the employee shall not receive pay for that day, unless, in the case of 12 month secretaries/clerical only, the

employee is able to use any available vacation, previously earned compensation day, or personal leave day. There shall be no partial days allowed.

The above provisions do not apply to employees who the Board requires to work an additional school day due to a rescheduled school day. Those employees will not report to work on days which the Superintendent or designee has canceled for students and will not receive pay for those days, but will receive pay for the rescheduled school days.

In the event school has been canceled and employees are informed to report to work, employees may arrive to work up to one (1) hour later than the regularly scheduled start time provided the employees work the additional time in the afternoon of the canceled school day, thus making the employee whole for the day. A release that is earlier than the regularly schedule end time on days where employees are at work and school has been cancelled is at the discretion of the building administration in consultation with the district office

#### 4.8 - Sick Leave & Personal Leave

During each fiscal year, the Board shall grant two (2) days of personal leave without loss of pay. Except in the cases of emergencies such as accidents or death in the immediate family, the Board will not grant such leave the day immediately preceding or following a holiday or vacation. The applicant for leave must notify the applicant's supervisor (custodial and maintenance personnel must notify the Building Operations Supervisor and the second shift supervisor, if applicable) or in the alternative, the building principal if the supervisor is not available. The immediate supervisor and building principal reserve the right to limit the number of applicants released at any one time.

The Administration will not grant personal leave if there is not an employee in the building satisfactory to the supervisor to assume the duties of the employee on leave. The Administration will not hire a substitute to allow the applicant to take leave, and will not pay extra salary to personnel assuming the duties of the employee on leave.

Personal leave days shall not accumulate from year to year, and may not be transferred from one employee to another. Employees may accumulate unused days as sick days. Except in cases of emergencies, the employee must submit written notice of the necessity for personal leave not less than three (3) work days prior to the expected leave day to the employee's supervisor or building principal. The determination of what constitutes an emergency will be the sole discretion of the superintendent or designee.

As of July 1 of each year, the Board shall provide twelve (12) days paid sick leave after the first year of employment and these days may accumulate to the maximum allowable under IMRF regulations.

If employment begins after July 1, the leave schedule is as follows:

If employment begins July, Aug., Sept. -	12 days
If employment begins Oct., Nov., Dec. -	9 days
If employment begins Jan., Feb., March-	6 days
If employment begins April, May, June -	3 days

Personal days not used can accumulate as sick days so that the maximum number of sick days one can accumulate during any year of employment is fourteen (14).

In the event of employee absence due to illness, the employee must notify the principal's secretary, (custodial and maintenance personnel must notify the Building Operations Supervisor) or for district personnel, the Human Resources Secretary for each day of absence, unless the employee is on a Board-approved leave of absence. Notification of absence must be no later than one-half hour before the employee's work shift is scheduled to start. In the event the employee is not able to call themselves in, then a member of their immediate family needs to make contact with the district. Failure to notify by one-half hour before the employee's work shift has started will result in loss of pay for that day.

The employee must call in daily for as long as the employee is unable to come to work, unless the employee's physician has communicated in writing the length of time the employee is to be out. Failure to call for three days in a row may be considered a resignation and employment may be terminated.

If the employee has been continuously absent for a period of three or more consecutive work days because of illness or injury, the employee may not report back to work until such time as the employee's physician has authorized the employee to return to work without limitations or restrictions. In the event the District requires a second physician to authorize the employee's return to work, the District agrees to pay the cost of the examination.

Non-Emergency appointments (doctor, dental, optometric, etc.) should be scheduled during non-work hours. Employees leaving work for any reason other than lunch must receive approval from their supervisor.

Sick days may be used preceding or following a holiday or vacation according to the provisions of the Illinois School Code. Use of a personal or sick day the day before or after a holiday is permissible if an emergency arises.

Upon supervisor approval, personal and sick leave days may be taken in quarter day increments based upon the schedule below. All approval processes must be followed.

0-2 hours – .25 day\*  
2:01-4 hours – .5 day\*  
4:01-6 hours – .75 day\*  
6:01-8 hours – 1 day\*  
\*(based upon full-time schedule)

## **ARTICLE V**

### **CHESS RIGHTS**

#### **5.1- CHESS Concerns**

CHESS shall be granted reasonable access to information concerning the financial condition of the district, including the annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other available and pertinent information which may be relevant to negotiations or processing of a grievance.

The Board shall provide the CHESS president written notice of all regularly scheduled Board meetings and their agendas when they become available.

Upon written request, CHESS shall be supplied with a list of bargaining unit employees and such requests may include asking of each employee's name, date of hire, position, COL Head, FTE, current salary schedule placement and current salary.

CHESS may use Board facilities for meetings with prior approval of the building principal or superintendent. All use of facilities will be during duty free time, and all must be returned to original condition and setup. The facilities may only be used at those times that they are not in use for other reasons. CHESS may use Board equipment to the same extent and under the same terms as the district allows to other organizations.

CHESS shall have the right to use the district courier mail service, employee mailboxes, and district e-mail for communication to employees covered by this Agreement related to its responsibilities as the exclusive bargaining representative provided such literature is identified by CHESS as to its source.

CHESS shall be able to use a designated bulletin board within each building for posting general and pertinent information items deemed appropriate by CHESS.

#### 5.2 - Payroll Deductions

The Board shall deduct from the pay of each member, the dues of CHESS. A member may authorize dues deductions by presenting a signed authorization card to the payroll designee on or before September 1<sup>st</sup>, or the first of any month thereafter for new employees. Such authorization shall remain effective from year to year unless canceled in writing by the employee. CHESS dues shall be deducted equally over the remaining pay periods and remitted to CHESS within ten (10) working days following each pay period.

CHESS shall indemnify and hold harmless the Board from any and all claims, demands, suits, and costs, incurred in connection with any such claim, demand, or suit resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of this Section, shall assume the cost of the Board's defense, and shall permit the Board to select its own counsel to defend against any claims.

#### 5.3 - Employee Notification of Assignments

Employees shall be given written notice of any change in the employee's assignment as soon as possible. Employees may discuss any change in assignment with the Superintendent or designee. Employees who have applied for a vacancy shall receive a written notification from the Board whenever the Board has selected an applicant to fill the vacancy.

#### 5.4 - Vacancies and Transfers

The Board will provide notice of all vacancies occurring within the District to CHESS. The Human Resources administrative assistant will send an all non-certified staff e-mail announcing vacancies. A vacancy is defined as any position within this bargaining unit which is unfilled for any reason. A job description may be obtained from the building principal's secretary or the District office. Decisions of whether and with whom to fill a vacancy shall be solely at the discretion of the Board.

Employees interested in a transfer may apply in writing to the Superintendent or designee within the posting period. If no vacancy exists but an employee seeks a future voluntary transfer, the employee may submit a written request to the Superintendent or designee at any time which requests a transfer to a position for which the employee is qualified. The Superintendent or designee shall keep such requests on file for one year, and are renewable after one year upon written notice to the Superintendent or designee. The parties understand that by filing a request for a voluntary transfer, there is no guarantee that the employee will receive a transfer.

If the Board determines that an involuntary transfer of duties and/or classifications is appropriate, it shall notify CHESS in writing and, upon request from CHESS and the affected employee, discuss the effect of the decision upon the bargaining unit.

When a transfer occurs moving between a 9, 10, and 12-month basis, that employee will receive a salary equal to the lowest salary earned by an employee with comparable years of experience. When a transfer occurs to 9-month from somewhere else (cooks, custodians, maintenance), the employee's wage or salary will equal the entry level for that classification, as provided in Appendix A to this contract, unless past similar experience, as determined by the Assistant Superintendent of Human Resources, allow for credit on the salary schedule.

#### 5.5 - Implementation of Board Decisions

In the event the Board exercises its exclusive authority to discontinue any operation, program, or service, to change work standards, to change the assignment or work duties of any employee, to establish new or change existing job classifications and descriptions, or to sub-contract, and the Board determines that such decision could affect any unit employee's wages, hours, or terms or conditions of employment, the Board agrees that it will notify CHESS of its decision, and upon request from CHESS, it will discuss with CHESS the possible impact of those decisions upon employees prior to implementing any of those decisions.



#### 5.6 - Personnel Files

Upon written request, an employee may review the employee's personnel file, up to two times per fiscal year. The administration shall provide the opportunity to review the personnel file within ten business days of the employee's request. The employee shall have the right to add a written rebuttal to his/her personnel file. The employee may copy the contents of the personnel file, and the Board may charge a price for copies equivalent to the price the Board charges outside organizations for copies.

A unit employee, or CHESS designee, may review the unit employee's personnel file for purposes of investigating a grievance, provided the unit employee has expressly granted CHESS the right to examine the file.

#### 5.7- Seniority

Definition: Seniority shall be defined as the length of continued service within the District as a bargaining unit member. Accumulation of seniority shall begin with the employee's first day of work while a bargaining unit member. A regular school year of student attendance shall constitute a year of seniority.

#### 5.8 - Reduction in Force/Recall

In the event of a reduction in force, the Board will lay-off employees based on the needs of the District. Generally, the Board will consider the employee's experience, skill, and ability to perform the essential functions of the position with or without reasonable accommodation when determining the order of a reduction in force. If these factors are equal for two (2) or more employees, then seniority shall govern. The Board shall provide no less than sixty (60) days notice to an employee who will be laid off due to a reduction in force, unless the lay-off is the result of a natural disaster, such as, but not limited to, fire, tornado, or flood.

If the Board has eliminated any position due to lack of work, any employee terminated as a result will be placed on a recall list for six months. If the Board subsequently reinstates the position that it had previously eliminated, the Board shall first offer the position to the most senior, qualified individual on the recall list. The Board has the discretion to determine whether the employee is qualified.

Notices of recall stating the time and date when the Employee must report to work shall be sent by certified mail to the last address reported by the Employee to the District. The Employee must respond within the earlier of seven days after receipt of the letter, or two weeks.

#### 5.9 - Hazardous Products / Safety Statement

An employee covered by this Agreement shall promptly report any instance of any hazardous condition or activity to the School District's administration. At each School District facility, the report shall be in writing to the employee's immediate supervisor. In the event the matter is not addressed, a copy of the written report shall be provided to the school Vice Principal or to the chief administrator of the facility if the facility is other than a school building. If no action is taken, then a copy of the report shall be delivered to the Operations Supervisor.

An employee covered by this Agreement shall promptly report any instance of physical injury to The Company Nurse hotline at (855) 921-9518. In the injury is life threatening, immediately go to the school nurse and/or call 911 in accordance with building emergency procedures.

#### 5.10 - Longevity Pay

If a staff member retires after fifteen (15) years of employment with District 155, he/she is eligible to receive a gift (value to \$200.00) or a check for \$200.00.

#### 5.11 - Association Leave

Each fiscal year, CHESS may request up to three days of unpaid leave to allow a bargaining unit employee attend Association related business such as leadership conferences, officer functions, and other professional assemblies. CHESS agrees to reimburse the District for any cost to procure a substitute while an employee

is absent to attend Association related business. CHESS shall provide the District at least two weeks' notice of its intent to use any of the three days allowed in this paragraph, or else the District will deny the request.

#### 5.12 - Uniforms

Custodial, Maintenance and Food Service employees, upon completing 60 days of active employment, shall be provided with five sets of uniforms. Each year thereafter, these employees shall be provided with two additional sets of uniforms. Uniforms must be worn at all times, without modification, during the employees' scheduled work hours. The Board reserves the right in all cases to define what constitutes a uniform. The employee shall be responsible for maintaining and cleaning uniforms. Employees shall return all uniforms upon resignation or dismissal.

It is agreed that the attire of staff is important in creating a positive environment for students, staff, parents, and the community.

#### 5.13 - Nurses' Office Duties

Support staff, unless employed specifically to work with the school nurse, shall not work for the nurse's office in instances when the nurse is out of the office. Instead, support staff may direct students to the appropriate Administrator for service.

#### 5.14 – Special Education Paraprofessional Training

Special Education STRIVE, FLS, Life Skills and FCS paraprofessionals will be provided at least one (1) day for training purposes during the registration period.

#### 5.15 – Fair Share

- A. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective day of this Agreement, whichever is later, shall join CHESS or pay a fair share fee to CHESS equivalent to the amount of dues uniformly required of members of CHESS including local, state, and national dues.
- B. In the event that a Bargaining Unit Member does not pay his/her fair share fee directly to CHESS by a certain date as established by CHESS, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to CHESS by the Board no later than ten (10) days following the deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, CHESS agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives immediate notices of such action in writing to CHESS, permits CHESS intervention as a party if it so desires; and,
  - 2. The Employer gives full and complete cooperation to CHESS and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. CHESS agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed on it by this Article.

- F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a *bona fide* religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to CHESS. Upon proper substantiation and collection of the entire fee, CHESS will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per CHESS policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE VI**

### **EVALUATION PROCEDURE**

#### **6.1 - Annual Evaluation**

All employees shall have an annual evaluation. This evaluation will include at least one meeting where the evaluation as well as methods to improve performance is discussed. A copy of this annual evaluation will be provided to the employee, the employee's supervisor, and placed in the employee's personnel file.

#### **6.2 - Employee Acknowledgement**

The employee's signature to the annual evaluation will signify that the employee has seen the evaluation. The employee should sign the evaluation. Each employee shall have the right to respond in writing to an evaluation and to have such response attached to the evaluation in his/her personnel file.

#### **6.3 - Evaluation and Progressive Discipline**

An unsatisfactory or progressing summative evaluation will result in a loss of advancement of the step increase. A proficient or commendable summative evaluation will result in step advancement. The evaluations will be carried out by an employee's immediate supervisor and reviewed for approval by building and/or district administration.

#### **6.4 – Evaluation Committee**

During the term of this Agreement, CHESS and the Administration will convene a committee to review and discuss the current evaluation plan. No changes will be made to the procedural aspect of the employee evaluation procedures without the mutual consent of the Administration and the CHESS Association. However, the Administration retains its management right as set forth in Article V of this Agreement to determine the criteria and format aspects of the evaluation plan.

## **ARTICLE VII**

### **TRAINING AND EDUCATIONAL BENEFITS**

All training days required by the Board will be treated as paid workdays. The Board will pay all fees and expenses required in connection with all college courses and workshops that the Board requires of employees, but only upon successful completion of the course or workshop.

CHESS bargaining unit members may participate in District 155 staff development workshops designed for the certified staff if there are seats available in the workshop after the certified members have enrolled. There will be no stipend or compensation for attending these workshops but a certificate of completion may be presented to the unit member participant. The Administration and CHESS will meet through Labor Management to discuss staff development training designed to enhance job performance.

## **ARTICLE VIII**

### **TRAVEL REIMBURSEMENT**

Job related travel that the Board requires of employee will be compensated at the then prevailing IRS rate. Mileage for travel between home and work will not be compensated.

## **ARTICLE IX**

### **INSURANCE**

#### **9.1 - Insurance for Retirees**

Retirees of the Board may continue with the Board's health insurance plan, under the provisions of the Illinois Continuation of Health Insurance Act. Participants shall pay the entire amount of the cost of insurance.

#### **9.2 - Disability Insurance**

Disability benefits are available through the Illinois Municipal Retirement Fund (I.M.R.F.) for employee's meeting I.M.R.F. requirements.

#### **9.3 - Health and Diagnostic Insurance**

This Section and Sections 13.4 and 13.5 do not apply to Food Service Employees. For other employees regularly scheduled to work at least 30 hours per week, the Board shall pay 90% of the cost of the premium for the single employee for 12 month employees and 90% of the cost of the premium for the single employee for 9 and 10 month employees. Further, the Board shall contribute this amount towards the cost of the family premium plus one half (1/2) of the cost of the dependent coverage. Health and Diagnostic Insurance provided under this section shall be for the full calendar year. The Board will not enter into any special agreements or refunds because of duplication of coverage when a spouse is covered under a similar plan with the same insurance company or other insurance organization.

#### **9.4 - Optometric Insurance**

For employees regularly scheduled to work at least 30 hours per week, the Board shall pay the entire cost of the premium for the single employee and contribute this amount toward the cost of the family protection plus one-half (1/2) of the cost of dependent coverage for optometric insurance. Optometric Insurance provided under this section shall be for the full calendar year.

#### **9.5 - Dental Insurance**

For employees regularly scheduled to work at least 30 hours per week, the Board shall pay the entire cost of the premium for the single employee and contribute this amount toward the cost of the family protection plus one-half (1/2) of the cost of the dependent coverage for dental insurance. Dental Insurance provided under this section shall be for the full calendar year.

#### **9.6 - Health, Optometric, and Dental Insurance for Food Service Employees.**

Food service employees hired who work 30 hours or more per week will receive the board benefit package pursuant to Sections 9.3, 9.4, and 9.5. Food service employees hired after July 1, 2000, who work less than 30 hours per week, will not receive the board benefit package. All cafeteria staff hired before July 1, 2000, will continue to receive the board benefit package as identified above in Sections 9.3, 9.4, and 9.5.

#### **9.7 - Reservation of Rights**

The Board reserves the right to change insurance carriers or to implement changes to any insurance coverage or policy solely at its discretion, provided that any new insurance carrier provides coverage which is consistent with health and welfare insurance coverage the Board provides to the teaching staff.

#### 9.8 - Flexible Benefit Program "125" Plan

The Board will offer a voluntary "125" plan for health insurance premiums. This will be at no cost to the Board and subject to the restrictions of the Internal Revenue Service.

#### 9.9 - Family Health Insurance

For any 12-month employee who has completed a minimum of eight (8) years of service to Community High School District #155 by July 1, 2000, the employee will pay 10% of the cost of individual coverage towards either the individual or family health insurance premium.

For any 9 or 10-month employee who has completed a minimum of eight (8) years of service to Community High School District #155 by July 1, 2000, the employee will pay 10% of the cost of individual coverage towards either the individual or family health insurance premium. Any employee receiving this benefit on the date the parties ratify this agreement, will continue to receive it. Employees hired on or after July 1, 1992, will not accrue this benefit.

#### 9.10- Insurance Parity

Plan eligibility will exclude spouses who are employed and eligible for health insurance coverage under their employer's group health insurance plan; however, as a component of the insurance plan, District 155 will achieve parity for spouses of employees utilizing family health insurance. Compensation will be based on:

1. Reimbursing employee premium differential
2. Reimbursing in-network expenses equal to current
  - a. Deductible;
  - b. Co-insurance;
  - c. Co-pays;
  - d. Cash in lieu (if applicable).

District 155 reserves the right to allow a spouse to continue on the District 155 medical plan if the District believes it is in its best interest to do so.

#### 9.11- Term Life Insurance

The Board shall provide for each member of the bargaining unit a term life insurance policy in the amount of double the individual's base salary, rounded to the nearest \$1,000.

#### 9.12-Insurance Renewal Procedure

At the end of any insurance year, if the total premiums paid exceed the total amount of claims paid for the year, any excess shall be paid into the health insurance stabilization fund to reduce any deficit in the stabilization fund and will not be distributed to the members. Thereafter, if any surplus remains, such surplus shall be used to pay any increase in the cost of health insurance premiums for the following year. Any interest earned from the money in the health insurance stabilization fund will remain in the fund. CHESS will be provided with a copy of the balance of this account monthly.

In the event that there is no surplus in the stabilization fund or such surplus is not enough to pay the entire increase in the cost of the health insurance premiums for the following year, the Board may exercise its right under Article 9.7 of this Agreement to implement changes to the Health and Diagnostic Insurance plan in an effort to reduce or eliminate any increase in the cost of the health insurance premiums for the following year. Notwithstanding the above paragraph regarding the Board's contribution towards the cost of the premium, any remaining increase for the following year shall be split 50/50 between the employees and the Board.

**ARTICLE X**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**10.1 - General Provisions**

1. Grievance – the term grievance as used in this Agreement shall mean a complaint that there has been an alleged violation or misapplication of any express provision of this Agreement.
2. Every CHESS Association member covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration or having it adjusted without intervention or representation of Association representatives.
3. A CHESS Association member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
4. Any CHESS Association member has a right to be represented by the CHESS Association in the grievance procedure. The CHESS Association member shall be present at any grievance discussion when the administration and/or the CHESS Association deem it necessary. When the presence of a CHESS Association member at a grievance hearing is requested by either party, illness or other incapacity shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the CHESS Association is not represented in the grievance procedure, the CHESS Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any terms or conditions of this Agreement.
6. Grievance conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present, and will be held, insofar as possible, after regular school hours or during non-working time of personnel involved. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. When grievance conferences are held at the option of the administration during school hours, all CHESS Association members whose presence is required shall be excused with pay for that purpose.
7. It is agreed that any investigation or other handling or processing on any grievance by the grieving CHESS Association member or CHESS Association representatives, shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the CHESS Association staff.
8. All time limits are stated herein. However, in the event a grievance is submitted on or after June 1<sup>st</sup>, the time limits specified in Steps 1-3 shall be shortened to seven (7) calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the administration and the CHESS Association.
9. All grievances shall be submitted in writing and shall be in the form of a “Statement of Grievance.” The Statement of Grievance shall name the employee involved, if applicable, shall state the facts giving rise to the grievance, shall identify the provision(s) of the agreement alleged to be violated, shall state the contention of the grievor and/or of the CHESS Association or Board, with respect to the provision(s), and shall indicate the relief requested.

## 10.2 - Procedures

- Step 1.** Within ten (10) school days of the time a grievance arises, or within ten (10) school days of when the grievance should reasonably have become known, the CHESS Association member will present the grievance to his/her immediate supervisor. Free and informal communications are encouraged. Within ten (10) school days after the presentation of the grievance, the supervisor shall give his/her written answer orally to the griever. At the request of the grievor, the griever shall submit a "Statement of Grievance."
- Step 2.** If the grievance is not resolved in Step 1, the grievant or the CHESS Association representative may, within ten (10) school days of receipt of the Step 1 answer (written or oral), submit to the building principal, or if the grievance is a District issue, to the Assistant Superintendent of Human Resources, a written "Statement of Grievance" signed by the employee. Within ten (10) school days of the receipt of the Step 2 grievance, the building principal/Assistant Superintendent of Human Resources shall hold a Step 2 grievance conference. Within ten (10) school days of the Step 2 grievance conference, the building principal/Assistant Superintendent of Human Resources shall issue a written Step 2 grievance answer.
- Step 3.** If the grievance is not resolved in Step 2, the grievant or the CHESS Association may, within fifteen (15) school days of the Step 2 grievance conference, submit a Step 3 grievance to the Superintendent. Within ten (10) school days of the receipt of the Step 3 grievance, the Superintendent, and/or other representatives of the Board, shall hold a Step 3 grievance conference. Within ten (10) school days of the Step 3 grievance conference, the Superintendent shall issue a written Step 3 grievance answer.
- Step 4.** If a satisfactory disposition of the grievance is not made as a result of the conference provided for in Step 3 above, either the Board or the CHESS Association shall have the right to appeal the dispute to final and binding arbitration under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such appeal must be taken within thirty (30) days from the date of the conference provided for in Step 3 above unless a longer time is jointly agreed upon between the parties.

## 10.3 - Failure to Act

If a grievance is not filed by the employee or CHESS Association within the time limits set forth above, it shall be considered waived and may not be further pursued. If the Board does not answer a grievance or an appeal thereof within the specified time limits, the CHESS Association and/or grieving employee(s) may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. Any grievance not advanced to the next Step by the CHESS Association within the time limit in that Step shall be deemed withdrawn and if withdrawn, shall be treated as though it was never filed. Time limits may be extended by the Board and the CHESS Association in writing, at which point the new date shall prevail.

## 10.4 - Use of Grievance Procedure

It is recognized by the parties hereto that the grievance procedure herein established is an important tool in the maintenance of sound Board-CHESS Association relations. It is therefore agreed that said CHESS Association will expend every effort to discourage the use of this procedure for frivolous complaints or grievances and further pledges that said procedure will not be used as a device to harass or otherwise unduly interfere with the assigned duties of the administration.

## 10.5 - Expenses

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the CHESS Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

#### 10.6 - Powers of Arbitrator

The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of this Agreement.

#### 10.7 - Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

### **ARTICLE XI** **DISCHARGE AND DISCIPLINE**

#### 11.1 - Discipline

The Board shall have the authority to discharge or otherwise discipline employees. With respect to offenses that the Board has determined are less serious than those warranting immediate discharge, the Board agrees with the tenets of progressive and corrective discipline, will provide due process to the employee, and expects to apply the following progressive discipline in those cases:

- A. First Offense - oral warning that is documented in writing;
- B. Second Offense - written warning; and
- C. Third Offense - discharge.

If the Board determines that an employee is not meeting the Board's working standards, the employee is not entitled to progressive discipline, but rather the Board shall allow the employee up to 30 days to improve performance. If the employee fails to improve performance by meeting the Board working standards within the 30 days, the Board shall have the authority to terminate the employee's employment.

#### 11.2 - Board Investigation

The Board or designee may suspend an employee pending an investigation of the alleged violation of a Board rule or policy. Such suspension may be without pay and accrual of leave time. If alleged violations are not substantiated, the employee will be reinstated, with retroactive pay and accrual of leave time, to the date of suspension, if the suspension had been without pay.

#### 11.3 - CHESS Representation

When an employee becomes aware of possible disciplinary action being taken against the employee, the employee may request representation by CHESS, who works for the Board, and the Board shall afford the employee an opportunity to secure such representation.

#### 11.4 - Termination of employment

Termination of employment reasons include:

- Resignation: voluntary employment termination by an employee;
- Discharge: involuntary employment termination by the district;
- Layoff: involuntary employment termination by the district;
- Retirement: voluntary employment termination by the employee, provided employee has met the requirements for retirement by IMRF.

Human Resources will schedule exit interviews at the time of employment termination. The exit interview is an opportunity to discuss such issues as employee benefits, suggestions, and complaints.



## **ARTICLE XII**

### **BOARD AUTHORITY**

#### **12.1 - Management Rights**

Except as specifically limited by the express provisions of this Agreement, CHESS recognizes the traditional and exclusive right of the Board to make and implement decisions with respect to the operation of the District and to make and direct the affairs of the Board in accordance with its statutory duties and authority in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- to plan, direct, control, and determine all the operations and services of the Board;
- to establish the qualifications for employment and to employ employees;
- to determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto;
- to determine the criteria and format aspects of any evaluation plan;
- to use time-clocks;
- to determine the methods, means, organization and number of personnel by which operations are conducted and equipment used;
- to contract for temporary services;
- to assign overtime; to make, alter and enforce policies, rules and regulations consistent with this Agreement;
- to transfer employees;
- to terminate, suspend and discipline employees;
- to change, add to, or eliminate existing methods, equipment or facilities; and to carry out the mission of the Board.

If the Board exercises any authority under this Article, there shall be no grievance, unless the exercise of that authority violates another Article of this Agreement.

The Board and CHESS recognize their respective rights under all applicable Illinois state and federal law, unless specifically modified under this agreement including, but not limited to: IDOL, Illinois State Law, IELRB, ISBE, Community High School District 155 School Board Policy, the Constitution of the State of Illinois, and the Constitution of the United States, unless otherwise specified in this Agreement.

#### **12.2 - Third Party Contracting for Food Services**

During the negotiation of this 2016-2019 Agreement, the Board and CHESS fully negotiated the issue of the Board entering into a contract with a third-party for food services at Crystal Lake South High School and Crystal Lake Central High School and the parties agreed that the Board may proceed with contracting for such services subject to the condition that the Board will ensure that the contract for food services with the third party contains a provision requiring the third party to offer available food services positions to qualified school district employees who were laid off by the District due the third party food service contract. If the Board decides to enter into a third party food service contract, then, upon providing written notice to CHESS of its decision to enter into such a contract, the duration of this Agreement as applied to only the food services employees shall expire the day immediately preceding the effective date of the third party food services contract.

Nothing in this section shall be interpreted to diminish the Board's current right to continue to contract for food services with a third party at Cary Grove High School and Prairie Ridge High School. Furthermore, nothing in this section shall be interpreted to diminish the Board's rights to enter into a contract with a third-party for non-instructional services other than food services, but any such contract shall only be

entered into after the Board complies with its obligations to bargain with CHESS pursuant to the *Illinois Educational Labor Relations Act*.

### **ARTICLE XIII**

#### **PROHIBITION OF STRIKES AND LOCKOUTS**

##### **13.1 - No Strike or Lockout**

During the term of this Agreement, or any extension of this Agreement, the Board shall not lock out the employees covered by this Agreement, and CHESS shall not cause or sanction any strike by CHESS or its members, and neither CHESS nor any of its members or representatives, nor any bargaining unit employee, shall call, cause, authorize, finance, ratify, encourage, or engage in, any sit-down, stay-in or other strike, sympathy strike, picketing, walkout, slowdown or work stoppage. Employees covered by this Agreement will not honor or recognize any picket line which may at any time or for any reason be placed at the premises of any Board property, or facility.

##### **13.2 - General**

Neither the violation of any provision of this Agreement by the Board, nor the commission of any act by the Board constituting an unfair labor practice, shall excuse CHESS, any of its members or representatives, or any employee from their obligations under the provisions of Section 6.1 of this Article.

### **ARTICLE XIV**

#### **WAGES**

##### **14.1 - Entry and Top Salaries**

A new employee may be placed on the Payroll Step at an increment which takes into consideration creditable job experience, subject to the approval of the Board. In granting experience credit to a new employee for the purpose of Step placement, the Administration will seek to be consistent with experience credit granted to current employees. If a new employee is placed in a wage higher than the lane consists of, the Administration will notify CHESS and be prepared to provide written rationale for the placement if requested by CHESS. Any subsequent wage movement will be in accordance with this Agreement. The Assistant Superintendent of Human Resources shall determine salary placement and said placement is non-grievable.

##### **14.2 - 2016-2019 Step Movement and Base Salary Increases (Schedules Attached as Appendix A)**

All step movement is subject to the conditions in Section 10.3 of this Agreement.

A. Paraprofessional/Department Assistant (9 and 10-month)

- 2016-2017:
  - \$0.31/hour added to the schedule (offset for single health insurance employee premium increase from 5% to 10%).
  - Each employee who was employed during the 2015-2016 school year shall be advanced two (2) steps for the 2016-2017 school year.
- 2017-2018:
  - 1% added to the schedule.
  - Each employee who was employed during the 2016-2017 school year shall be advanced one (1) step for the 2017-2018 school year.
- 2018-2019
  - 1% added to the schedule.
  - Each employee who was employed during the 2017-2018 school year shall be advanced one (1) step for the 2018-2019 school year.

B. Special Education Paraprofessionals

- 2016-2017:
  - \$0.31/hour added to the schedule (offset for single health insurance employee premium increase from 5% to 10%).
  - Each employee who was employed during the 2015-2016 school year shall be advanced two (2) steps for the 2016-2017 school year.
- 2017-2018:
  - 1% plus \$0.25 added to the schedule.
  - Each employee who was employed during the 2016-2017 school year shall be advanced one (1) step for the 2017-2018 school year.
- 2018-2019
  - 1% plus \$0.25 added to the schedule.
  - Each employee who was employed during the 2017-2018 school year shall be advanced one (1) step for the 2018-2019 school year.

C. Administrative Office Assistant

- 2016-2017:
  - All clerical employees placed on one salary schedule effective 2016-2017 (10-month employees moved to the 12-month schedule).
  - 10-month employees receive no increase other than the increased hourly rate received due to movement to the 12-month schedule. No step movement and no \$0.31 added to the schedule for the offset for single health insurance employee premium increase.
  - Each 12-month employee who was employed during the 2015-2016 school year shall be advanced two (2) steps for the 2016-2017 school year.
- 2017-2018:
  - 1% added to the schedule.
  - 10-month Employees shall not advance a step.
  - Each 12-month Employee who was employed during the 2016-2017 school year shall be advanced one (1) step for the 2017-2018 school year.
- 2018-2019
  - 1% added to the schedule.
  - 10-month employees shall not advance a step.
  - Each 12-month Employee who was employed during the 2017-2018 school year shall be advanced one (1) step for the 2018-2019 school year.

D. Maintenance and Custodial

- 2016-2017:
  - Steps 1 and 2 from the 2015-2016 schedule shall be eliminated effective the 2016-2017 school year. New base salary is set forth on Step 3 of the salary schedule.
  - Each employee who was employed during the 2015-2016 school year shall be advanced three (3) steps for the 2016-2017 school year (inclusive of the 2015-2016 steps 1 and 2 that were eliminated).
    - Example: 1<sup>st</sup> shift custodian on Step 1 of the 2015-2016 schedule (\$13.39/hr) will move to Step 4 of the 2016-2017 schedule (\$14.28/hr)
- 2017-2018:
  - 1% added to the schedule.
  - Each employee who was employed during the 2016-2017 school year shall be

advanced one (1) step for the 2017-2018 school year.

- 2018-2019:
  - 1% added to the schedule.
  - Each employee who was employed during the 2017-2018 school year shall be advanced one (1) step for the 2018-2019 school year.

F. Food Service

- 2016-2017:
  - \$0.31/hour added to the schedule (offset for single health insurance employee premium increase from 5% to 10%).
  - Each employee who was employed during the 2015-2016 school year shall be advanced two (2) steps for the 2016-2017 school year.
- 2017-2018:
  - 1% added to the schedule.
  - Each employee who was employed during the 2016-2017 school year shall be advanced one (1) step for the 2017-2018 school year.
- 2018-2019
  - 1% added to the schedule.
  - Each employee who was employed during the 2017-2018 school year shall be advanced one (1) step for the 2018-2019 school year.

G. All Employees Off-Schedule (Beyond Step 20)

- 2016-2017: Each employee who was employed during the 2015-2016 school year shall receive a 1.95% salary increase for the 2016-2017 school year.
- 2017-2018: Each employee who was employed during the 2016-2017 school year shall receive a 1.95% salary increase for the 2017-2018 school year.
- 2018-2019: Each employee who was employed during the 2017-2018 school year shall receive a 1.95% salary increase for the 2018-2019 school year.

14.3 - Insurance Renewal

At the end of any insurance year, if the total premiums paid exceed the total amount of claims paid for the year, any excess shall be paid into the health insurance stabilization fund to reduce any deficit in the stabilization fund and will not be distributed to the members. Thereafter, if any surplus remains, such surplus shall be used to pay any increase in the cost of health insurance premiums for the following year. Any interest earned from the money in the health insurance stabilization fund will remain in the fund.

Any adjustments made to salary due to increased insurance renewal costs will be made as adjustments to the base of all support staff according to the agreed upon formula. For any year that such adjustment is made to the base salary, earnings reported for IMRF will include base pay prior to the insurance adjustments for that year only.

14.4 - Job Descriptions

During the term of this Agreement, CHESS and the Administration will convene a committee to review and discuss job descriptions. The Administration retains its management right as set forth in Article V of this Agreement to determine the official job description of job duties for each position.

Official job descriptions and job titles for each position shall be maintained in the Human Resource Office at the District office. These shall be available for inspection by CHESS upon proper request. Copies of all job descriptions and job titles along with any revisions thereto shall be given to the CHESS President.

CHESS will provide input for reviewing and updating existing job descriptions and titles when inconsistencies arise.

#### 14.5 - Shift and Duty Differential for Custodians

Custodial employees who work the second shift shall receive \$.25 per hour worked and third shift employees shall receive an additional \$.50 per hour worked. Custodial employees who perform outside buildings and grounds duties as part of their ongoing regular work duties shall receive an additional \$1.50 per hour worked. Second shift lead custodian's shift differential is \$3.00 per hour. The Board will pay these wages in addition to the employee's annual base pay.

### **ARTICLE XV** **EFFECT OF AGREEMENT**

#### 15.1 - Severability

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, illegal, void or otherwise unenforceable, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

#### 15.2 – Mutual Respect

Employees are encouraged to share their concerns, seek information, provide input and resolve problems / issues through their immediate supervisor, and as appropriate, consult with management. Administrators and supervisors will listen to employee concerns, encourage input, and seek resolution to their problems / issues.

#### 15.3 - Complete Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements whether written or oral, including, but not limited to, employee policy manuals, unless the parties have expressly preserved such practices or agreements in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement and any appendices, each had the unlimited right and opportunity to make demands and proposals, with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, unless both parties agree in writing, neither the Board nor CHESS for the life of this Agreement, shall raise any issue or matter which is addressed in this agreement, or was addressed during negotiations and is not included in this agreement. The Board and CHESS further agree that if during the term of this agreement both parties agree that an issue was not raised and not foreseeable during negotiations, either party can seek negotiations over the issue. Any modification or supplement to this Agreement to be effective must be reduced by the parties to writing and executed by the proper representatives of each party.

#### 15.4 - Duration of Agreement

This Agreement shall be in effect from July 1, 2016 through June 30, 2019, and from year-to-year thereafter unless either party provides notice as provided in this section of if the Board exercises its rights under Section 5.2 of this Agreement. Thereafter either party must give written notice no earlier than 120 and no later than 90 days before the expiration of this Agreement, or any extension, of its desire to modify or terminate this Agreement. If such notice is given, the party initiating the negotiations shall submit to the second party a list of those items proposed for negotiations. Upon receipt the party receiving the notice and list of items for negotiations may add other items for negotiations.

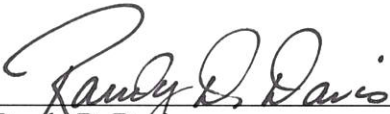
The parties hereto have executed this Agreement on this October 18, 2016.

In Witness Whereof

For the Board of Education  
Community High School District 155

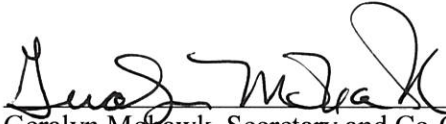
  
Theodore Wagner, School Board President

  
Mary Sutfin, Secretary

  
Dr. Randy D. Davis  
Chief Negotiator, Board of Education

For the High School District 155  
Community High Education Support  
Staff (CHESS) IEA/NEA

  
Cheryl Moore, Vice President and Co-Chair

  
Geralyn Mohawk, Secretary and Co-Chair

## APPENDIX A

<b>Paraprofessional / Department Assistant / Administrative Office Assistant**</b>
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2016-2017			
	Para & Dept. Asst.	Special Education Para	Admin. Office Asst.**
Step	Hourly	Hourly	Hourly
1	\$ 13.49	\$ 13.79	\$ 16.87
2	\$ 13.77	\$ 14.07	\$ 17.24
3	\$ 14.06	\$ 14.36	\$ 17.61
4	\$ 14.36	\$ 14.66	\$ 18.00
5	\$ 14.67	\$ 14.97	\$ 18.39
6	\$ 14.94	\$ 15.24	\$ 18.75
7	\$ 15.22	\$ 15.52	\$ 19.11
8	\$ 15.51	\$ 15.81	\$ 19.48
9	\$ 15.81	\$ 16.11	\$ 19.86
10	\$ 16.11	\$ 16.41	\$ 20.25
11	\$ 16.37	\$ 16.67	\$ 20.59
12	\$ 16.64	\$ 16.94	\$ 20.94
13	\$ 16.92	\$ 17.22	\$ 21.30
14	\$ 17.20	\$ 17.50	\$ 21.66
15	\$ 17.49	\$ 17.79	\$ 22.03
16	\$ 17.78	\$ 18.08	\$ 22.41
17	\$ 18.08	\$ 18.38	\$ 22.79
18	\$ 18.38	\$ 18.68	\$ 23.18
19	\$ 18.68	\$ 18.98	\$ 23.58
20	\$ 19.00	\$ 19.30	\$ 23.98

2017-2018			
	Para & Dept. Asst.	Special Education Para	Admin. Office Asst.**
Step	Hourly	Hourly	Hourly
1	\$ 13.62	\$ 14.18	\$ 17.04
2	\$ 13.91	\$ 14.46	\$ 17.41
3	\$ 14.20	\$ 14.75	\$ 17.79
4	\$ 14.50	\$ 15.06	\$ 18.18
5	\$ 14.82	\$ 15.37	\$ 18.57
6	\$ 15.09	\$ 15.64	\$ 18.94
7	\$ 15.37	\$ 15.93	\$ 19.30
8	\$ 15.67	\$ 16.22	\$ 19.67
9	\$ 15.97	\$ 16.52	\$ 20.06
10	\$ 16.27	\$ 16.82	\$ 20.45
11	\$ 16.53	\$ 17.09	\$ 20.80
12	\$ 16.81	\$ 17.36	\$ 21.15
13	\$ 17.09	\$ 17.64	\$ 21.51
14	\$ 17.37	\$ 17.93	\$ 21.88
15	\$ 17.66	\$ 18.22	\$ 22.25
16	\$ 17.96	\$ 18.51	\$ 22.63
17	\$ 18.26	\$ 18.81	\$ 23.02
18	\$ 18.56	\$ 19.12	\$ 23.41
19	\$ 18.87	\$ 19.42	\$ 23.82
20	\$ 19.19	\$ 19.74	\$ 24.22

2018-2019			
	Para & Dept. Asst.	Special Education Para	Admin. Office Asst.**
Step	Hourly	Hourly	Hourly
1	\$ 13.76	\$ 14.57	\$ 17.21
2	\$ 14.05	\$ 14.86	\$ 17.59
3	\$ 14.34	\$ 15.15	\$ 17.96
4	\$ 14.65	\$ 15.46	\$ 18.36
5	\$ 14.96	\$ 15.77	\$ 18.76
6	\$ 15.24	\$ 16.05	\$ 19.13
7	\$ 15.53	\$ 16.33	\$ 19.49
8	\$ 15.82	\$ 16.63	\$ 19.87
9	\$ 16.13	\$ 16.94	\$ 20.26
10	\$ 16.43	\$ 17.24	\$ 20.66
11	\$ 16.70	\$ 17.51	\$ 21.00
12	\$ 16.97	\$ 17.78	\$ 21.36
13	\$ 17.26	\$ 18.07	\$ 21.73
14	\$ 17.55	\$ 18.35	\$ 22.10
15	\$ 17.84	\$ 18.65	\$ 22.47
16	\$ 18.14	\$ 18.95	\$ 22.86
17	\$ 18.44	\$ 19.25	\$ 23.25
18	\$ 18.75	\$ 19.56	\$ 23.65
19	\$ 19.06	\$ 19.86	\$ 24.05
20	\$ 19.38	\$ 20.19	\$ 24.46

\*\*Ten and twelve-month Administrative Office Assistant defined as the following roles: assistant to deans, assistant to special education division leader, assistant to student services coordinator, college career coordinators, assistant to the vice principal, assistant to the athletic director, registrar.

## Custodial

2016-2017			2017-2018			2018-2019		
Step	1st Shift	2nd Shift	Step	1st Shift	2nd Shift	Step	1st Shift	2nd Shift
	Hourly	Hourly		Hourly	Hourly		Hourly	Hourly
1			1			1		
2			2			2		
3	\$ 13.98	\$ 14.23	3	\$ 14.12	\$ 14.37	3	\$ 14.26	\$ 14.51
4	\$ 14.28	\$ 14.53	4	\$ 14.42	\$ 14.67	4	\$ 14.57	\$ 14.82
5	\$ 14.59	\$ 14.84	5	\$ 14.74	\$ 14.99	5	\$ 14.88	\$ 15.13
6	\$ 14.87	\$ 15.12	6	\$ 15.02	\$ 15.27	6	\$ 15.17	\$ 15.42
7	\$ 15.16	\$ 15.41	7	\$ 15.31	\$ 15.56	7	\$ 15.46	\$ 15.71
8	\$ 15.45	\$ 15.70	8	\$ 15.60	\$ 15.85	8	\$ 15.76	\$ 16.01
9	\$ 15.75	\$ 16.00	9	\$ 15.91	\$ 16.16	9	\$ 16.07	\$ 16.32
10	\$ 16.05	\$ 16.30	10	\$ 16.21	\$ 16.46	10	\$ 16.37	\$ 16.62
11	\$ 16.32	\$ 16.57	11	\$ 16.48	\$ 16.73	11	\$ 16.65	\$ 16.90
12	\$ 16.60	\$ 16.85	12	\$ 16.77	\$ 17.02	12	\$ 16.93	\$ 17.18
13	\$ 16.88	\$ 17.13	13	\$ 17.05	\$ 17.30	13	\$ 17.22	\$ 17.47
14	\$ 17.17	\$ 17.42	14	\$ 17.34	\$ 17.59	14	\$ 17.52	\$ 17.77
15	\$ 17.46	\$ 17.71	15	\$ 17.63	\$ 17.88	15	\$ 17.81	\$ 18.06
16	\$ 17.75	\$ 18.00	16	\$ 17.93	\$ 18.18	16	\$ 18.11	\$ 18.36
17	\$ 18.05	\$ 18.30	17	\$ 18.23	\$ 18.48	17	\$ 18.41	\$ 18.66
18	\$ 18.36	\$ 18.61	18	\$ 18.54	\$ 18.79	18	\$ 18.73	\$ 18.98
19	\$ 18.67	\$ 18.92	19	\$ 18.86	\$ 19.11	19	\$ 19.05	\$ 19.30
20	\$ 18.99	\$ 19.24	20	\$ 19.18	\$ 19.43	20	\$ 19.37	\$ 19.62

\*Second shift lead custodian's shift differential is \$3.00 per hour.

\*Outdoor custodian with ongoing building and grounds duties differential is \$1.50 per hour.



## Maintenance

2016-2017		2017-2018		2018-2019	
Step	Hourly	Step	Hourly	Step	Hourly
1		1		1	
2		2		2	
3	\$ 20.39	3	\$ 20.59	3	\$ 20.80
4	\$ 20.84	4	\$ 21.05	4	\$ 21.26
5	\$ 21.30	5	\$ 21.51	5	\$ 21.73
6	\$ 21.72	6	\$ 21.94	6	\$ 22.16
7	\$ 22.15	7	\$ 22.37	7	\$ 22.60
8	\$ 22.59	8	\$ 22.82	8	\$ 23.04
9	\$ 23.03	9	\$ 23.26	9	\$ 23.49
10	\$ 23.49	10	\$ 23.72	10	\$ 23.96
11	\$ 23.89	11	\$ 24.13	11	\$ 24.37
12	\$ 24.31	12	\$ 24.55	12	\$ 24.80
13	\$ 24.73	13	\$ 24.98	13	\$ 25.23
14	\$ 25.16	14	\$ 25.41	14	\$ 25.67
15	\$ 25.59	15	\$ 25.85	15	\$ 26.10
16	\$ 26.03	16	\$ 26.29	16	\$ 26.55
17	\$ 26.49	17	\$ 26.75	17	\$ 27.02
18	\$ 26.94	18	\$ 27.21	18	\$ 27.48
19	\$ 27.41	19	\$ 27.68	19	\$ 27.96
20	\$ 27.89	20	\$ 28.17	20	\$ 28.45

\*Maintenance salary placement is based upon specific skills the district requires.

## Food Service

2016-2017			2017-2018			2018-2019		
Step	Existing	New	Step	Existing	New	Step	Existing	New
	Hourly	Hourly		Hourly	Hourly		Hourly	Hourly
1		\$ 9.92	1		\$ 10.02	1		\$ 10.12
2		\$ 10.10	2		\$ 10.20	2		\$ 10.30
3		\$ 10.29	3		\$ 10.39	3		\$ 10.50
4		\$ 10.48	4		\$ 10.58	4		\$ 10.69
5		\$ 10.67	5		\$ 10.78	5		\$ 10.88
6	\$ 12.49	\$ 10.84	6		\$ 10.95	6		\$ 11.06
7	\$ 12.70	\$ 11.02	7	\$ 12.83	\$ 11.13	7		\$ 11.24
8	\$ 12.90	\$ 11.19	8	\$ 13.03	\$ 11.30	8	\$ 13.16	\$ 11.41
9	\$ 13.12	\$ 11.37	9	\$ 13.25	\$ 11.48	9	\$ 13.38	\$ 11.60
10	\$ 13.33	\$ 11.56	10	\$ 13.46	\$ 11.68	10	\$ 13.60	\$ 11.79
11	\$ 13.52	\$ 11.72	11	\$ 13.66	\$ 11.84	11	\$ 13.79	\$ 11.96
12	\$ 13.71	\$ 11.88	12	\$ 13.85	\$ 12.00	12	\$ 13.99	\$ 12.12
13	\$ 13.90	\$ 12.05	13	\$ 14.04	\$ 12.17	13	\$ 14.18	\$ 12.29
14	\$ 14.10	\$ 12.22	14	\$ 14.24	\$ 12.34	14	\$ 14.38	\$ 12.47
15	\$ 14.30	\$ 12.39	15	\$ 14.44	\$ 12.51	15	\$ 14.59	\$ 12.64
16	\$ 14.46	\$ 12.53	16	\$ 14.60	\$ 12.66	16	\$ 14.75	\$ 12.78
17	\$ 14.63	\$ 12.68	17	\$ 14.78	\$ 12.81	17	\$ 14.92	\$ 12.93
18	\$ 14.81	\$ 12.83	18	\$ 14.96	\$ 12.96	18	\$ 15.11	\$ 13.09
19	\$ 14.98	\$ 12.98	19	\$ 15.13	\$ 13.11	19	\$ 15.28	\$ 13.24
20	\$ 15.16	\$ 13.13	20	\$ 15.31	\$ 13.26	20	\$ 15.46	\$ 13.39

Position Differentials		
July 1, 2016 - June 30, 2019		
Position	Existing	New
	Hourly	Hourly
Worker	NA	NA
Assistant Cook	\$ 0.50	NA
Cook	\$ 2.00	\$2.00
Baker	\$ 2.00	NA
Assistant Manager	\$1.00	\$1.00

## **APPENDIX B**

### **Letter of Understanding**

1. Eligibility criteria and changes for insurance “parity” are not recognized as contractual issues.