

CONTRACTUAL AGREEMENT

between

BLOOM TOWNSHIP HIGH SCHOOL DISTRICT 206

and

BLOOM EDUCATIONAL SERVICE PERSONNEL

ASSOCIATION, IEA-NEA

for

OFFICE PERSONNEL

2008-2009

2009-2010

2010-2011

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PREAMBLE

This Agreement is made and entered into this 8th day of December 2008, by and between the Board of Education, Bloom Township School District 206 (hereinafter referred to as the “Employer”) and the Bloom Educational Service Personnel Association, IEA-NEA (hereinafter referred to as the “Association”).

WITNESSETH

WHEREAS, it is the desire of both parties to this Agreement to avoid disputes and realizing they have a common interest in the general welfare of the young men and women in the public school system, and

WHEREAS, they desire to bargain collectively with regard to wages, hours, benefits, and working conditions of the employees covered by this Agreement,

THEREFORE, the parties stipulate and agree as follows:

It being specifically understood and agreed that all provisions herein are subject to the School Code of the State of Illinois and any existing law or future law of the State, or Federal Government, as they affect the operation of the School District by the Employer. If any Section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

ARTICLE I

RECOGNITION

1. The Employer hereby recognizes the Association as the exclusive representative of all secretarial/clerical employees for the purpose of collective bargaining on behalf of said employees for rates of pay, wages, hours of employment, benefits, and working conditions. Excluded from this recognition are the Secretary to the Superintendent, Secretary to the Assistant Superintendent of Instruction/Curriculum, Secretary to the Assistant Superintendent of Business Affairs, Secretary to the Director of Special Education, Secretary for Special Projects, Secretary to the Director of Human Resources, Switchboard Operator, and Business Office Staff at the Central Administration Building.
2. The employees represented by the Association and covered by this Agreement are sometimes hereinafter referred to as the "Employees" or as the "Employee."
3. A copy of this Agreement shall be printed by the Employer and given to all employees covered by this Agreement. The cost of printing and distribution shall be borne equally by the Board and the Association.
4. Neither the Employer nor the Association shall discriminate against any employee on the basis of sex, race, color, creed, national origin, or union activity.

ARTICLE II

MANAGEMENT RIGHTS

The Employer retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statues and Constitutions of the State of Illinois and the United States, including but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
3. To delegate authority through recognized administrative channels.
4. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

ARTICLE III

FAIR SHARE ASSESSMENT

1. Each bargaining unit member, as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
 - A. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member in the same manner as deductions are made for the Association members.
 - B. Such fee shall be paid to the Association by the employer no later than ten (10) days following deduction, except as may be otherwise required by Illinois statute or rule or regulation.
 - C. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide 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 the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
2. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Section, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - A. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
 - B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and make relevant information available at both trial and all appellate levels.
3. The Association 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.

ARTICLE III (cont'd)

4. The Employer retains the option to be represented by its own general counsel or that of its Errors and Omissions insurance carrier. In that case, the Employer shall first recover all monies provided in its Errors and Omissions insurance policy. The Association shall be obligated only to reimburse the Employer for any costs—whether for defense or for damages—not recovered by the Employer through such insurance. In the event the Employer exercises this option, the conditions enumerated in subsections 2A and 2B above shall apply to both the Association and the Employer. The Association shall retain the right to challenge the validity of any charges imposed by such attorney not directly employed by the Association.

5. It is expressly understood that this save 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 Employer or the Employer's imperfect execution of the obligations imposed upon it by this Section. Nor will this save harmless provision apply if any attorney retained by the Employer shall fail to vigorously defend, or cooperate in the defense of, all provisions of this Fair Share Agreement.

ARTICLE IV

NO STRIKE PLEDGE

1. During the term of this Agreement, the Association or individual Association members will not conduct any work stoppage or concerted action of strike, slowdown, mass sick call, informational picketing, or impose a duty or obligation upon any member to conduct, assist or participate in a strike. The Employer agrees not to lock out any portion of its employees during the term of this Agreement.
2. The Employer agrees that there will be no discrimination against any employee because of his or her affiliation with the Association, nor will the Employer discourage any employee from joining the Association and/or discriminate because of Association activity. The Employer agrees to inform all present employees and all new employees as listed by classification that all matters of grievances must be handled through the procedure required by the Agreement.
3. The Employer agrees to deduct regular monthly Association dues from the wages of employees who are or become Association members and remit them to the Association, providing the employee signs and submits to the Employer a written authorization to deduct said dues on forms supplied by the Association; this authorization shall be irrevocable for the Employer and the Association, whichever occurs sooner.
4. The Treasurer of the Association shall certify to the Employer the amount of dues which shall be uniform. The Association agrees to indemnify the Employer for any erroneous collection of dues and to hold the Employer harmless for any monies turned over to the Association.

ARTICLE V

HIRING, PROMOTIONS, TRANSFERS

1. Seniority for purposes of transfer, promotion, or layoff will be determined by the date the person first participated in I.M.R.F. and continuous service in I.M.R.F. "Continuous service" means an employee is active on payroll with breaks in employment due to only disability or Board-approved leave of absence.
2. Promotions (moving to a higher group) and transfers (lateral moves) will be based on considerations of factors such as qualifications, seniority, job performances, results of interviews with appropriate Administration. The ability to function in the new position will be determined by evaluating the following areas:
 - A. Technical skill evaluated by prescribed, standardized tests;
 - B. Experience in this line of work, in or out of the District;
 - C. Special needs the particular job may have. Those must be specifically outlined by the supervisor or Division Coordinator at the interview.

The successful applicant shall be paid at the appropriate rate within that position's category and shall be evaluated at the end of sixty (60) calendar days (or sooner, if necessary) by the immediate supervisor to show whether or not he/she is performing satisfactorily on the job. This evaluation will be placed in the applicant's file.

Any applicant denied the position will receive a specific reason from the interviewer for the denial if requested in writing.

In any case, salary schedule placement shall be governed by the terms of this Agreement.

3. Notice of job vacancies and/or newly created positions shall be posted for not less than three (3) no more than ten (10) days listing the usual and customary duties required. Known and anticipated vacancies will be posted within five (5) business days of Board approval. In the event specifications for a position are changed, the position shall be re-posted prior to being filled.
4. The Step 1 rate for each Group shall normally be the beginning rate for a new employee. Placement higher than Step 1 may occur only where the Administration determines such to be warranted by virtue of exceptional previous experience or skills related to the position involved. In no case, however, may a new hire be placed higher than Step 5 on the salary schedule. An employee re-entering the bargaining unit or entering the bargaining unit from a non-bargaining-unit position will be placed on the step which accurately represents his/her prior experience in the District plus credit in steps for out of the unit experience but earned while still in the employ of District 206.

A current employee who is promoted (defined as moving from one group classification to a higher one) will be placed on the same step in the new group

ARTICLE V (cont'd)

5. When a person is hired after January 1, he/she will not be entitled to an annual increment the next July 1, but will be entitled to receive the increase applied to the particular step on which he/she was hired.

6. An employee who applied for and receives the requested promotion or transfer may not apply for a transfer or promotion within one year (or at the discretion of the Administration).

7. All summer clerical positions will be filled by current bargaining unit members, on a voluntary basis, before the hiring of outside applicants.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1 – Definitions

- A. A “grievance” shall mean a complaint by an employee, a group of employees, or the Association that there has been a violation, misinterpretation of, or misapplication of the provisions of this Agreement.
- B. All time limits consist of workdays, unless otherwise provided herein.

Section 2 – Procedures for Adjustment of Grievance

- Step 1 - A grievance must be filed in writing within ten (10) working days of the action giving rise to the grievance. Grievances shall be first presented to the employee’s Principal who will arrange for a meeting to take place within five (5) days after receipt of the written grievance. The grievant or a representative of the grievant’s choosing shall meet with the Principal and discuss the grievance. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Principal’s written response.
- Step 2 - If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Director of Human Resources within (5) days after the receipt of the Step 1 answer. The Director of Human Resources shall arrange for a meeting to take place within five (5) days of the Director of Human Resources’ receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel, as it deems necessary. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Director of Human Resources’ written response.
- Step 3 - If the grievance is not settled at Step 2 and the grievant desires to appeal, it shall be referred in writing to the Superintendent within five (5) days after receipt of the Step 2 answer. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent’s receipt of the appeal. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent’s written response.
- Step 4 - If the grievance is not settled at Step 3 and the grievant desires to appeal, it shall be referred in writing by the grievant to the Board within ten (10) days after the answer to Step 3. The Board shall, at its next Board meeting, after receipt of the appeal, discuss the grievance with the grievant. The Board shall give its written answer to the grievant and the Association within ten (10) days after the Board meeting.

ARTICLE VI (cont'd)

Step 5 - If the decision at Step 4 is not satisfactory to the Association, the Association may submit in writing, within ten (10) days after receiving the Board's decision at Step 4, a request to enter into final and binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on the choice of arbitrator within the said ten (10)-day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the Voluntary Labor Arbitration Rules of said Association.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the receipt of final statements and proof. The arbitrator's decision will be in writing and will set forth his findings in fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement. The fee for the arbitrator's services, his expenses, and the administration fee of the American Arbitration Association shall be borne equally by the parties.

ARTICLE VII

WORKDAY, WORKWEEK, WORK YEAR

For twelve (12)-months, full-time secretarial/clerical staff, the work is from July 1 through June 30.

Ten (10) month, full-time employees are required to work one (1) week prior to the opening of school and one (1) week after the close of school. (At the discretion of the building principal, a ten (10)-month employee may be asked to work additional days before or after the school year or institute days.) Any additional days worked will be paid at the per diem rate. The ten (10)-month employee works all days when students are present. He/she does not work on institute days, school holidays, during Christmas break, etc. However, ten (10)-month, full-time employees are paid for District 206 recognized holidays which occur during the normal school year.

Holidays

District 206 recognizes the following holidays to be observed by District 206 personnel:

Labor Day	New Year's Day
Columbus Day	ML King's Birthday
Veteran's Day	Lincoln's Birthday
Thanksgiving	Pulaski Day
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Easter Monday
Christmas Day	Memorial Day
New Year's Eve	Independence Day

When any of the holidays falls on a Saturday or Sunday, the preceding Friday or Monday will be observed as a holiday unless school is in session.

Work Hours

Due to the diverse scheduling patterns for each campus, starting and ending times for District 206 office personnel vary to comply with the schedules by the building Principal and/or central administration.

The normal workday for twelve (12)-month and ten (10)-month, full-time office staff is eight and one-fourth (8¼) hours including a thirty (30)-minute lunch break and one, fifteen (15)-minute morning break:

"Normal" Office Schedule

Bloom Alternative School	7:30 a.m. – 3:30 p.m.
Bloom High School	7:30 a.m. – 3:30 p.m.
Bloom Trail High School	7:30 a.m. – 3:30 p.m.

ARTICLE VII (cont'd)

The Board reserves the right to return to the 8¼ day if the school day schedule changes.

Exceptions to this schedule are sometimes necessary to allow for overall operational aspects of the District.

Summer Hours

If the board approves a summer schedule for the District, then “summer” hours will be observed at the close of school during summer vacation.

Beginning on the Monday of the second week after the end of the student school year and continuing through the second Friday before the beginning of the next school year, twelve (12)-month secretaries shall work from 7:00 a.m. until 4:30 p.m. on Monday, Tuesday, Wednesday and Thursday. They shall not be required to work on Fridays except that the Board may schedule work for twelve (12)-month secretaries on Friday of the week which includes Independence Day if Independence Day falls on a Tuesday, and if the Board schedules no work on Monday and Tuesday of that week. The secretaries shall continue to be paid for forty (40) work hours each week during the period of “summer” hours. During the period of “summer” hours, the following conditions shall apply:

1. Each secretary shall be entitled to a forty-five (45) minute lunch period during each workday.
2. Secretaries who are absent from work during this period due to vacation, sick leave or personal leave shall have one and one-fourth (1 ¼) days deducted for each day of absence.
3. For purposes of grievance procedure, only days when schools are open shall be considered to be “days” in computing grievance timelines.

Early Release

Employees will be released, with no loss in salary, at the discretion of the Superintendent on the last workday prior to Thanksgiving weekend, Christmas break, Spring break or any other day the Superintendent chooses. Should employees be required to work during the early release period, they will receive the equal amount of time off to be taken at a later date with the approval of their immediate supervisor.

Absences

When an employee must be absent from work for any reason, the employee shall notify the person in that building who is in charge of handling absence reports. The notification shall be in advance (if possible) and shall state the nature of and probable duration of the absence. Upon return from the sick leave, the employee must submit an absence report to the designated person in each building. This absence report becomes a part of the employee’s permanent record.

ARTICLE VIII

TERMINATION OF EMPLOYMENT

1. The employment of an employee may be terminated for just cause by action of the Employer. Reasons for termination of employment shall be accompanied by reasonable notice and shall be in writing to the employee.
2. All cases of discharge for cause shall go immediately to the third step of the Grievance Procedure with Association representatives in attendance with the employee.
3. In the event of a reduction-in-force, the least senior employee(s) in the affected category shall be laid off. If a position filled by an employee with more seniority is eliminated, that employee must first choose any open position in that category. If there is no open position in that category or none with the same work year length, the employee can bump any employee with less seniority in that category. The employee can also choose any open position in a lower category. If no open position exists in a lower category or none with the same work year length, the employee may bump any employee with less seniority in the lower category.

For purposes of this Section, the seniority categories shall be the same as the salary categories. A given category shall be considered “higher” than all categories to its left on the salary schedule (e.g. Category D shall be “higher” than Categories A/B and C, but is “lower” than Categories E and F).

In the event of subsequent recall, employees who are laid off shall be rehired in reverse order of layoff.

ARTICLE IX

EMERGENCY DAYS

When there is an emergency closing such as a snow day, twelve (12)-month personnel will attempt to be on duty. If not, the employee will lose a sick day or a personal day. Employees who arrive at work will be credited a full day even if staff is dismissed early.

Ten (10)-month employees do not report to work on emergency closings. The ten (10)-month employee works all days when students are present, plus one week prior to the opening of school and one week after the close of school.

ARTICLE X

PAID VACATIONS

Twelve (12)-month, full-time employees are eligible for vacation with pay. Such employee will earn two (2) weeks, (ten (10) work days) of annual vacation after completing one full year of service with the provisions that persons newly employed as of September 30 will be considered to have a full year of service as of the following July 1. Office staff newly employed as of October 1 or thereafter will earn annual vacation with pay on a prorated basis (10/12 of the number of months employed). If a ten (10)-month employee transfers to a twelve (12)-month position, his/her vacation period will be determined initially by summing up the number of months that employee has worked as a ten (10)-month employee by dividing by twelve (12) in order to realize an annual rate. (For example, if an employee has worked ten (10) years as a ten (10)-month employee, the computation of vacation time after the first full year as a twelve (12)-month employee would be as follows: Ten (10) years at ten (10) months = one hundred (100) divided by twelve (12) = eight and one-half (8½ + the one full year as a twelve (12)-month employee = nine and one-half (9½ years).

All vacations are to be taken during the fiscal year (thru June 30) after the year earned and preferably scheduled during the summer vacation (and/or winter and spring breaks). Upon return from vacation, the employee shall submit an absence form using the same procedure as outlined for a regular absence, sick leave or personal leave.

The number of days to be earned in relation to year of service is outlined below:

<u>Years of Employment</u> (Status as of July 1)	<u>Vacation Days Earned</u>
Completed 1 to 4 Years	10
5 Years	11*
6 Years	12*
7 Years	13*
8 Years	14*
9 Years	15*
10 Years	16*
11 Years	17*
12 Years	18*
13 Years	19*
14 Years	20*

- * Employees will receive the additional vacation days (over the minimum of 10) on July 1 of each year with the provision that the employee's anniversary falls prior to January 31. Employees with anniversaries that fall after January 31 will receive their additional vacation day the following July 1.

ARTICLE X (cont)

The maximum number of vacation days to be earned is twenty-five (25) days. However, when a person has reached the age of sixty (60), he/she is allowed to accumulate vacations days to a maximum of forty-five (45) days including that year's earned vacation days. Employees shall be paid for unused vacation days plus vacation days earned to date for the forthcoming fiscal year upon leaving employment with the District.

Unused vacation days exceeding twenty-five (25) days will be added to accumulated sick leave.

Twelve (12)-month employees with twenty (20) or more years, in the district, will receive two (2) additional vacation days per year for each year after twenty to a maximum of twenty-five (25) days per year. e.g.

20 years	22 days
21 years	24 days
22 and more	25 days

ARTICLE XI

SALARIES/WAGES

All District 206 personnel are paid on the 15th and 30th of every month except in February, and when these dates fall on the weekends. In these instances, paydays will be on the nearest workday before these dates.

All ten (10) and twelve (12)-month office personnel are paid for 1/24 of their annual salary on each pay date.

For payroll salary purposes and for proration purposes, ten (10)-month employees are deemed to work 1608 hours every fiscal year ((176 normal attendance days + 10 days (one week before school opens and one week after school closes) + 15 holidays = 201 days)). These 201 days are then multiplied by 8 hours. Twelve (12)-month employees are deemed to work 2080 hours (52 weeks * 40 hours).

Deductions

Normal deductions for all employees will be withheld from each paycheck as required by State and Federal law(s). New employees must complete the appropriate forms which may be secured from payroll.

Listed below are voluntary deductions which are taken from the first paycheck each month. (Contact payroll for further information or to request forms unless otherwise stated.)

Tax Sheltered Annuity

The Employer will deduct annuity payments for companies as specified by Employer.

Employee and Family Coverage for Health Insurance and Dental Insurance

Hospitalization, surgical, and major medical insurance, and dental insurance shall be provided by the Board for the individual employee. An employee may purchase family coverage on a withholding basis.

An employee's starting date will determine the effective date of coverage.

Credit Union

A full-time employee of District 206 may join the Credit Union. Contact the Faculty Association building representative for information.

ARTICLE XI (cont'd)

Non-Paid Absence

For twelve (12)-month employees, a non-paid absence will be deducted from an employee's paycheck at the rate determined by dividing the annual salary by two hundred sixty (260) days. For ten (10)-month employees, a non-paid absence will be deducted from an employee's paycheck at the rate determined by dividing the annual salary by 1608 hours.

Overtime

Employees who are authorized to work in excess of forty (40) hours per week will have the option of choosing to either be compensated monetarily or with comp-time. The over-time will be calculates at one and one-half (1 ½) times the actual time worked. If the choice is for monetary compensation, this amount will be paid on the payday following the pay period in which the overtime was submitted to payroll. If the choice is for comp-time, the time must be utilized within ninety (90) calendar days at the discretion of the immediate supervisor.

I.M.R.F.

The Board shall forward, on behalf of each employee, the Illinois Municipal Retirement Fund contribution required of that employee.

ARTICLE XI (Cont'd.)

SALARY GROUPS

<u>LANE</u>	<u>MONTH</u>	<u>POSITION</u>
A/B	10	Attendance Clerk
	10	Floater
	12	Switchboard Operator
C	10	Attendance Office
	10	Communications
	10	Dean's Office/Secretary
	10	Library
	12	Counseling Office
	10	Counseling Office (Bloom)
	10	Counseling Office/PE (Trail)
	10	Technology
	10	Math/Science
	10	Career & Technical Education
	12	Athletic Director/P.E. (Bloom)
	12	Remedial Ed
D	12	Assistant Principal/Pupil Personnel Services
	12	Assistant Principal/Activities & Security
	12	Principal Secretary (Alternative)
	12	Maintenance Secretary
E	12	Registrar
	12	Bookstore Manager
F	12	Principal Secretary

SECRETARIAL HOURLY PAY SCHEDULE

2008-2009

Step	A/B	C	D	E	F
1	\$10.71	\$11.66	\$12.55	\$13.42	\$13.76
2	10.98	11.95	12.83	13.71	14.01
3	11.27	12.23	13.10	13.97	14.31
4	11.54	12.48	13.38	14.26	14.58
5	11.81	12.77	13.64	14.51	14.85
6	12.08	13.03	13.93	14.80	15.13
7	12.36	13.32	14.20	15.06	15.40
8	12.63	13.60	14.47	15.34	15.69
9	12.92	13.85	14.75	15.60	15.94
10	13.17	14.14	15.00	15.88	16.21
11	13.44	14.40	15.30	16.17	16.49
12	13.73	14.70	15.54	16.44	16.77
13	13.99	14.95	15.84	16.72	17.04
14	14.29	15.22	16.11	16.96	17.31
15	14.53	15.50	16.38	17.26	17.57
16	14.82	15.77	16.67	17.51	17.86
17	15.09	16.05	16.92	17.80	18.15
18	15.37	16.33	17.21	18.07	18.40
19	15.65	16.58	17.48	18.34	18.69
20	15.91	16.87	17.75	18.62	18.94
21	16.19	17.15	18.03	18.88	19.24
22	16.46	17.42	18.30	19.17	19.49
23	16.74	17.71	18.55	19.44	19.77
24			18.85	19.71	20.03
25				19.97	20.38
26				20.27	20.59

SECRETARIAL HOURLY PAY SCHEDULE

2009-2010

Step	A/B	C	D	E	F
1	\$11.03	\$12.01	\$12.92	\$13.82	\$14.17
2	11.31	12.31	13.22	14.12	14.43
3	11.61	12.59	13.49	14.39	14.74
4	11.88	12.88	13.78	14.68	15.02
5	12.17	13.16	14.05	14.95	15.30
6	12.44	13.42	14.34	15.25	15.58
7	12.73	13.72	14.63	15.51	15.86
8	13.01	14.00	14.91	15.80	16.16
9	13.30	14.27	15.19	16.07	16.42
10	13.57	14.57	15.45	16.36	16.70
11	13.84	14.83	15.75	16.66	16.99
12	14.14	15.14	16.01	16.93	17.27
13	14.41	15.39	16.32	17.22	17.55
14	14.71	15.68	16.59	17.47	17.83
15	14.97	15.97	16.87	17.78	18.10
16	15.27	16.24	17.17	18.04	18.40
17	15.54	16.53	17.43	18.33	18.69
18	15.83	16.82	17.73	18.61	18.95
19	16.12	17.08	18.00	18.89	19.26
20	16.39	17.38	18.28	19.19	19.51
21	16.68	17.66	18.57	19.45	19.82
22	16.95	17.94	18.85	19.74	20.07
23	17.24	18.24	19.11	20.02	20.36
24			19.41	20.31	20.63
25				20.57	21.00
26				20.88	21.21

SECRETARIAL HOURLY PAY SCHEDULE

2010-2011

Step	A/B	C	D	E	F
1	\$11.36	\$12.37	\$13.31	\$14.24	\$14.60
2	11.65	12.68	13.62	14.54	14.86
3	11.95	12.97	13.90	14.82	15.18
4	12.24	13.24	14.19	15.12	15.47
5	12.53	13.55	14.47	15.40	15.76
6	12.82	13.82	14.77	15.70	16.05
7	13.11	14.13	15.07	15.98	16.34
8	13.40	14.42	15.35	16.27	16.64
9	13.70	14.70	15.65	16.55	16.92
10	13.98	15.00	15.91	16.85	17.20
11	14.26	15.28	16.23	17.16	17.49
12	14.57	15.59	16.49	17.44	17.79
13	14.84	15.88	16.81	17.73	18.07
14	15.16	16.15	17.09	18.00	18.37
15	15.42	16.45	17.37	18.31	18.64
16	15.72	16.73	17.68	18.58	18.95
17	16.01	17.02	17.95	18.88	19.25
18	16.30	17.32	18.26	19.17	19.52
19	16.60	17.59	18.54	19.46	19.83
20	16.88	17.90	18.83	19.76	20.10
21	17.18	18.19	19.12	20.03	20.41
22	17.46	18.48	19.42	20.34	20.67
23	17.76	18.78	19.69	20.62	20.97
24			20.00	20.91	21.25
25				21.19	21.63
26				21.50	21.84

ARTICLE XI (Cont'd.)

Retirement Incentive Program

An employee retiring from the District under the terms of the IMRF eligible age and who provides six (6) months advance notice of his/her retirement and who has at least ten (10) years of completed service in the District on the date of his/her retirement shall receive a fifty (50) cent/hour increase in his/her hourly salary rate for the final six (6) months of employment.

Retirement

Upon bonafide retirement early retirement, an employee will be entitled to a service recognition equal to twenty dollars (\$20.00) per day for one-half of his/her accumulated sick leave (not reported to IMRF for service credit) not to exceed two thousand dollars (\$2,000).

Step Placement

For the 2008-2009, 2009-2010, and 2010-2011 school years, the base compensation will increase per the salary schedule plus one (1) step.

Translation

Any employee who is asked to leave his/her office for translation services in meetings or hearings will submit a timesheet for the time in the meeting/hearing for time and a half. Employee should turn in a timesheet for half (1/2) of his/her normal hourly rate.

ARTICLE XII

HEALTH/LIFE/DENTAL INSURANCE

A twenty thousand (\$20,000) life insurance policy is provided for each employee at the Employer's expense.

Retiree's Insurance – An employee retiring from the District at age fifty five (55) or older may continue, at his/her expense, the medical insurance until the employee reaches the age that Medicare is available, with the approval of the carrier, provided at least ten (10) years of service have been completed in the District. The Employer will make the following contributions toward the cost of the retiree's individual insurance coverage; the retiree may maintain dependent coverage at his/her own expense.

<u>Years in District 206</u>	<u>Board Pays</u>
10 – 15	50% of premium
16 – 25	75% of premium
more than 25	100% of premium

Employees hired after December 15, 2008 will be entitled to the following post retirement insurance:

20-24 years	50% of premium
25-29 years	75% of premium
30 plus years	80% of premium

DISTRICT SELF-INSURED PLAN

The Board will pay the majority of the premium for Hospitalization, Major Medical, and Surgical Insurance for Individual coverage. Single Select will cost the employee as follows:

2008-2009	\$40.00 per month
2009-2010	\$50.00 per month
2010-2011	\$60.00 per month

Single PPO will cost the employee as follows:

2008-2009	\$90.00 per month
2009-2010	\$110.00 per month
2010-2011	\$130.00 per month

At the option of the secretary, Single + 1 or Family coverage with Blue Choice Select may be elected and the Board will pay 25% of said coverage with the employee paying the balance.

The Board will pay the full premium for Dental insurance plan with a minimum coverage of two thousand dollars (\$2000.00) beginning January 1, 2009 for each individual secretary as called for in the insurance carrier's master contracts with the District or will pay the amount of said individual premium toward the cost of family coverage.

PROCEDURES FOR JOB RELATED INJURIES

Employees *injured* on the job have an obligation to file an injury report (Form 45) as soon as possible. If the employee cannot work, the employee will receive a paycheck for up to thirty (30) calendar days and must sign over workers' compensation checks to the district. At the end of the thirty (30) days, the employee has the option of:

1. Receiving the workers' compensation check and using one-third (1/3) of a leave day.
2. Take a full sick/personal/vacation day and sign the workers' compensation check over to the District or;
3. Accepting the workers' compensation check only.

In cases where there are no sick/personal/vacation days, only option 3 is available.

All accidents will be investigated in accordance with workers' compensation carrier's guidelines.

Health benefits will continue, but in cases where the employee has no paycheck for the employer to deduct the employee's share of the benefit cost, the employee has an obligation to write a check to District 206 for the employee's share of the health insurance benefit cost. If no check is received within thirty (30) days of the due date of the normal deduction (pay day), the employer has a right to terminate the health insurance benefit (with a five (5) day notice), but is still due back premiums from the employee.

If after six (6) months off the job due to a work related injury, the employee will meet with a designee of the employer to discuss temporary/permanent disability benefits with IMRF, and the various options.

If anytime before or after the six (6) month period, the employer and employee both feel there is no way the employee can ever return to work, the employer can replace the employee, although the employee can still receive workers' compensation as enumerated above.

In cases where the workers' compensation carrier has denied the claim, the employee will forfeit all sick/personal and vacation time necessary to compensate the District. In cases where the employee does not have enough leave time to compensate the District for pay received, the employee *must* pay back the wages and make payment arrangements acceptable to the Board of Education, or face termination.

If anytime after the carrier denies a claim and the employee *receives restrictions* from a doctor, the employer will treat the employee as having a *non-work related illness or injury*. There is no obligation on the employer's part to provide light duty. If the employer does provide light duty, and the employee refuses to perform it, the employee will be docked, or forced to use a vacation day.

ARTICLE XIII

LONGEVITY BONUS

Twelve (12)-month and ten (10)-month employees are eligible for a longevity bonus as indicated below:

<u>LONGEVITY</u>	<u>BONUS</u>	
	<u>*12-month</u>	<u>*10-month</u>
Completed: 5 – 6 years of service	3.50%	3.00%
7 – 14 years	3.75%	3.25%
15 – 19 years	4.25%	4.25%
20 – 24 years	7.5%	7.5%
25+ years of service	8.25%	8.25%

*This percent is multiplied by the prior year's base salary.

Employees will be eligible for the Longevity Bonus in July if they reach their fifth anniversary prior to January 31. Employees completing their fifth anniversary after January 31 will be eligible for the longevity bonus as of the following July.

Employees will receive their total bonus on the second payday of July.

ARTICLE XIV

Jury Duty

An employee is permitted to serve on jury duty at no loss of pay. For up to twenty (20) days of jury duty, the employee may keep the travel allowance and individual payments paid by the court; thereafter, said allowance and payments shall be signed over to the employer.

ARTICLE XV

Personnel Records

Employee's personnel records are filed and updated in the payroll office. In July and December of each year, a photocopy of the sick leave, vacation, and personal leave record will be furnished to the employee by the designated person in each building. If any discrepancy is found, it must be brought to the attention of the Director of Business Affairs within ten (10) working days of the copy date.

ARTICLE XVI

Travel Allowance

Employees shall be reimbursed at the same rate as the teachers for authorized travel when using their own vehicle for District 206 business matters. A bill form detailing purpose of travel, number of miles, and date on which travel was done must be submitted to the employee's supervisor for his/her signature and then forwarded to Bookkeeping.

ARTICLE XVII

"Will Call" List

The administration shall establish a "Will Call" list. If a secretary would like to be called when there is "overtime" or to fill in while a person is on vacation (applies to ten (10)-month employees), he/she should send his/her name to the Building Principal indicating this desire in writing. A list of all interested employees for each open position will be available to the Association President. Administrators have the option to select secretaries they feel are best suited for the job before posting positions to outside candidates. (This Section is not grievable.)

ARTICLE XVII

PERSONAL/SICK LEAVE

1. Sick leave shall be interpreted to mean leave taken for personal illness, quarantine at home or serious illness or death in the immediate family or household. The Employer may require a physician's certificate, or if the treatment is by prayer or spiritual means, that spiritual advisor or practitioner of such person's faith as a basis for pay during leave after an absence.
2. Sick leave with pay shall be granted to twelve (12)-month employees at the rate of twelve (12) days per year, cumulative to two hundred and forty (240) days. For the first year of employment, sick days shall be accumulated one (1) day per month. After the first year of employment, sick leave shall be credited as twelve (12) days per year at the beginning of the fiscal year.
3. Sick leave with pay shall be granted to ten (10)-month employees at the rate of ten (10) days per year, cumulative to two hundred and forty (240) days. For the first year of employment, sick days shall be accumulated one (1) day per month. After the first year of employment, sick leave shall be credited as ten (10) days per year at the beginning of the fiscal year.
4. Job Related Injuries – see Article XII, page 24.
5. Personal Leave Days – Four (4) personal days will be granted to each twelve (12)-month employee per year. Three (3) personal days will be granted to each ten (10)-month employee per year. All newly hired secretaries (10 months or 12 months) will be granted three (3) personal days per year. Unused personal days will convert to sick leave days at the end of the fiscal year.

Personal leave days are provided for business, professional, religious, family, or legal obligations which cannot be met outside the regular workday. Notice of leave shall be given to the Principal as far in advance as possible. Approval will not be granted or a personal emergency leave day immediately before or after a holiday, vacation period, or during the first or last week of the school year except in emergency situations as determined by the Principal or his/her designee.

6. If an employee has an illness or injury which prevents him/her from working, said employee's job shall be held open for a period not to exceed one (1) year (twelve (12) months).

ARTICLE XIX

MATERNITY LEAVE

1. The Board shall grant employees maternity leave up to six consecutive weeks. Employees may use accumulated leave days for any portion of the six weeks. Application for such leave shall be accompanied by a certificate from the employee's doctor attesting to the fact of pregnancy and to the expected date of delivery. The employee shall confer with the administration in order to discuss a plan for leave to be submitted with the Superintendent's recommendation to the Board for its approval. An employee on maternity leave will maintain hospitalization/major medical and dental insurance provided by the District at the current premium sharing agreement.
2. An employee returning from maternity leave will be guaranteed reassignment to the same position held at the time the leave began.
3. An employee adopting an infant child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirement for adoption.

ARTICLE XX

MISCELLANEOUS

- Section 1 **Savings Clause** – No employee shall lose anything in terms of benefits or conditions through the signing of this Agreement. There shall be no reduction in any wage rates.
- Section 2 **Labor–Management Committee** – There shall be a Labor-Management Committee consisting of the Association’s Executive Committee, the Association’s staff representative, and administrators selected by the Board. The Labor-Management Committee shall meet on a regular basis or “on-call”.
- Section 3 **Evaluation** – At a minimum, an annual evaluation for each employee shall be provided in writing by the employee’s immediate supervisor. There may be additional evaluations in a year depending upon the performance of the employee. The evaluative form used in these conferences will be developed by management with assistance and input from the Labor-Management Committee.
- Section 4 **Substitution** – If an individual fills in in a group position higher than his/her own with the approval of his/her supervisor, he/she shall be compensated at the higher group level for eight (8) hours of such work or more.
- Section 5 **Processing Grievances and Negotiations** – Up to six (6) members of the bargaining unit shall be released from work without loss of pay for negotiations and the processing of grievances in accordance with this Agreement.
- Section 6 **Notification** – Notice of Board meetings and attendance materials will be furnished to the Association President.
- Section 7 **Job Descriptions and Responsibilities** – Job descriptions shall be maintained in the Human Resources Office. Copies are available upon request. Any subsequent changes shall be referred to the Labor-Management Committee for recommendation.
- Section 8 **Part-Time Employees Benefits** – Part-time employees shall receive sick leave and personal emergency leave benefits provided for full-time employees on a pro-rated basis.
- Section 9 **Summer School** – In the event the secretary assigned responsibility for work related to summer school should feel the need for assistance during peak periods, she may so notify the Principal. He/she will distribute some of her overload to other available secretaries if needed.
- Section 10 **Progress Reports** – Secretarial responsibilities relative to the issuance of progress reports shall be reviewed by the Principal in order to equitably distribute the workload, either by the assignment of more employees or by making assignments on a rotating basis.

Section 11 **Association Leave** – Three (3) days per school year shall be granted to the Association for the purpose of releasing members of the bargaining unit from their assigned duties so that they may attend Association conferences, conventions, and the like. These days may be used in no less than half-day increments. Employees so released shall suffer no loss in salary or benefits for the period of the absence. The Association President shall be responsible for notifying the Superintendent of the day(s) and the employee(s) involved prior to the employee’s absence.

ARTICLE XXI

TERM OF AGREEMENT

This Agreement shall be in force and effect from July 1, 2008 to June 30, 2011 and shall be automatically extended from year to year unless either the Employer or the Association shall give notice in writing to the other party of its intention to modify, amend, alter, or re-negotiate any time between January 1, 2011 and April 1, 2011.

The parties shall meet and negotiations begin within twenty (20) days after receipt of such notice unless delayed by mutual agreement.

In witness whereof, the parties hereto have duly executed this Agreement this _____ day of December 2008.

BLOOM TOWNSHIP HIGH SCHOOL
DISTRICT 206

BLOOM EDUCATIONAL SERVICE
PERSONNEL ASSOCIATION, IEA-NEA

By _____

