

# **AGREEMENT**

BETWEEN THE



## **BOARD OF EDUCATION**

WAUKEGAN UNIT SCHOOL DISTRICT #60  
LAKE COUNTY, ILLINOIS

AND THE



## **WAUKEGAN PROFESSIONAL SUPPORT STAFF**

LAKE COUNTY FEDERATION OF TEACHERS  
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

**2017-2020**

# TABLE OF CONTENTS

<b>ARTICLE I - GENERAL PROVISIONS</b>	<b>1</b>
A. Parties to the Agreement	1
B. Recognition/Scope	1
C. Seniority	1-2
D. Meetings	2
<b>ARTICLE II - FAIR PRACTICES</b>	<b>3</b>
A. Non-Discrimination	3
B. Affiliation	3
C. Equal Representation	3
D. Recruitment, Assignment, Evaluation, & Promotion	3
<b>ARTICLE III - COMPENSATION</b>	<b>4</b>
A. Matters of Salary	4
B. Deductions	4-5
C. Job Descriptions	5-6
<b>ARTICLE IV - PERSONNEL</b>	<b>7</b>
A. Selection of Personnel	7-8
B. Re-employment of Former Employee	8
C. Transfers and Promotions	8-9
D. Medical Examinations	9-10
E. Substitutes	10
<b>ARTICLE V - WORKING CONDITIONS</b>	<b>11</b>
A. Working Hours	11
B. Lunch Periods	11
C. Rest Periods	11
D. Training and Support	11-12
E. Overtime	12
F. Work Year	12-13
1. Group A - Twelve (12) Month Employees	12-13
2. Group B - Ten (10) Month Employees and Eleven (11) Month Employees	13
3. Group C – Employees	13
G. Summer School	13
H. Health and Safety	14
I. School Calendar Committee	14
J. Discipline and/or Supervision of Students	14

K. Drug and Alcohol Use/Abuse	14-15
1. Generally	14
2. Definitions	14
3. Discipline	15
L. Periodic Background Checks	15
M. Swipe In/Out	16

**ARTICLE VI - VACATIONS AND HOLIDAYS WITH PAY** **17**

A. Vacations	17-18
1. Group A - Twelve (12) Month Employees	17-18
2. Group B - Ten (10) Month Employees	18
3. Group C Employees	18
B. Paid Holidays - Groups A & B	18-19
C. Paid Holidays - Group C	19
D. Withholding of Final Pay	19

**ARTICLE VII - LEAVES** **20**

A. Sick Leave	20
B. Funeral Leave	20-21
C. Extended Sick Leave for Mental or Physical Illness	21
D. Leave of Absence - Group A and B Employees	21
E. Jury Duty Leave	21
F. Personal Leave	21-22
G. Maternity Leave/Paternity Leave	22
H. Leave for Injury While on Duty	22-23
I. Reserve Training and National Guard Duty	23
J. Job Sharing Leaves	23
K. Life-Threatening Illness	23-24
L. Sick Leave Bank	24-25

**ARTICLE VIII - TERMINATION AND REDUCTION IN FORCE** **26**

A. Termination of Employment/Disciplinary Procedures	26-27
B. Reduction in Force (RIF)	27-28

**ARTICLE IX - FRINGE BENEFITS** **29**

A. Medical, Hospitalization and Dental Insurance - Group A and B Employees	29-32
1. Medical, Hospitalization and Dental	29-31
2. Insurance Plan Board	31
3. Insurance Changes	31
4. Insurance While On Leave	31
5. Pro-Rata Benefits	31-32
6. Notification to Employees of Premium Reversion	32
7. New Employees	32
B. Worker's Compensation	32
C. Liability Insurance	32
D. Tax Sheltered Annuities	32

E. Credit Union Deductions	32
F. Salary Protection Insurance	33
G. Term Life Insurance - Group A and B Employees	33
H. Workshop Sessions	33
I. Professional Meetings	33
J. Retirement	33-34
K. Tuition Reimbursement	34
L. Flexible Benefit Plan	34-35
M. Longevity Pay	35
N. Early Retirement	35
O. IMRF 5+5 Plan	35
P. Extra Pay	35
Q. Incentive Coursework Compensation	36

**ARTICLE X - UNION RIGHTS 37**

A. Dissemination of Information to Union	37
B. Right to Enter Schools	37
C. Dues Deduction	37
D. Listings	37
E. Conventions/Union Business	38
1. Union Conventions	38
2. Union Business	38
3. Union President Release Time	38
4. Union Officers	38
F. COPE Deduction	38
G. Fair Share	38-39

**ARTICLE XI - GRIEVANCE PROCEDURE 40**

A. Definition	40
B. Purpose	40
C. Scope	40
D. Formal Procedure	40-41
Step 1. To try to resolve Informally	41
Step 2. Statement to the Principal or Appropriate Administrator	41
Step 3. Appeal to the Superintendent	41
Step 4. Appeal to the Board	41
Step 5. Binding Arbitration	41
E. Arbitration	42
1. Authority	42
2. Selection Process	42

**ARTICLE XII - DURATION AND TECHNICAL CLAUSES 43**

A. Board Rights	43
B. Board Policy	43
C. Uninterrupted Service and Bargaining Guarantees	43
D. Savings	43
E. Typing and Printing of this Agreement	43

F. Duration	43
G. Memorandums of Understanding and/or Agreement of Documents	44
<b>IN WITNESS THEREOF</b>	<b>45</b>
<b>APPENDIX I - SALARY CLASSIFICATIONS</b>	<b>46-47</b>
<b>APPENDIX II - 2017-18 – SALARY SCHEDULE RETROACTIVE TO JULY 1, 2017</b>	<b>48-49</b>
<b>APPENDIX III - 2018-19 – SALARY SCHEDULE</b>	<b>50-51</b>
<b>APPENDIX IV - 2019-20 – SALARY SCHEDULE</b>	<b>52-53</b>
<b>APPENDIX V – POLICY &amp; PROCEDURE FOR COMPENSATORY TIME</b>	<b>54</b>
<b>APPENDIX VI – AUTHORIZATION FOR OVERTIME/ COMPENSATORY TIME FORM</b>	<b>55</b>
<b>APPENDIX VII – COMP TIME WORKSHEET</b>	<b>56</b>

# ARTICLE I

## GENERAL PROVISIONS

### **A. Parties to the Agreement**

This Agreement is made by and between the Board of Education of Community Unit School District No. 60, Waukegan, Lake County, Illinois, hereinafter referred to as the "Board" or "District 60" and the Waukegan Professional Support Staff, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union."

### **B. Recognition/Scope**

The Board recognizes the Union as the sole and exclusive representative, as certified by the Illinois Educational Labor Relations Board in Case No. 85-VR-0002-C, with respect to wages, hours, terms and conditions of employment for all regular full-time and part-time secretarial and clerical Employees commonly referred to as Class IA, I, II, Computer Technicians and Specialist Employees, and hereinafter referred to as "Employees", or "Bargaining Unit Members" except for the following positions which are excluded from the bargaining unit:

1. Executive Assistants
2. Insurance Claims Coordinator
3. Manager Human Resources
4. Short-Term Substitutes
5. Payroll Department

Except as provided below, the work normally assigned to Employees within this bargaining unit shall not be performed by anyone else. The Board may hire day-to-day substitutes for absent Bargaining Unit Members, and the Board may hire outside clerical service providers for special projects of limited scope and duration and for which the use of overtime is not feasible as determined by mutual agreement between the Union and the Administration. Except for the foregoing, it is the intent of the parties to make clear that bargaining unit work should remain within the bargaining unit. The parties recognize and acknowledge that where an office contains a single Bargaining Unit Member, other workers outside the bargaining unit may fill in on a regular basis during breaks, the lunch period, or in emergency situations.

### **C. Seniority**

Seniority shall be defined as the total number of continuous years as Waukegan Professional Support Staff Member in District #60 (includes service in districts later absorbed by Community Unit District #60 of Lake County). Seniority also shall be granted for continuous non-bargaining unit work in District #60, but each such year served shall count as one-half (1/2) year of service, and, in any case, no more than a net of ten (10) such years shall be granted. Time earned from other District employment shall apply only to Seniority List, RIF and Retirement.

Periods of leaves of absence shall not interrupt continuous service, but all such periods other than for sick leave shall not be counted in determining length of service.

Seniority shall be applied as provided in this contract.

A seniority list shall be prepared annually by the Board and a copy shall be given to the Union President on or before February 1 of each year. The seniority list shall contain all Employees in the bargaining unit ranked in order of seniority.

Employees who voluntarily terminate employment with District #60 shall be considered new Employees in seniority, accumulated sick leave, vacation, and longevity pay if they are reinstated or rehired. This would not apply to an Employee who is RIF'd.

Bargaining Unit Members who voluntarily terminate employment with District #60 and RIF'd Bargaining Unit Members who maintain continuous insurance coverage would not have to prove insurability if reinstated or rehired.

#### **D. Meetings**

The Union and the Board recognize the importance of good communications in maintaining positive relationships. Therefore, the Board and Union agree to meet from time to time to discuss problems of mutual concern relating to the implementation of this Agreement, but not the subject of any pending grievance or negotiation. Meetings shall be held no less often than every other month with reasonable written notice stating the item(s) to be discussed. Meetings may be held more often than every other month if a situation occurs of such a nature that the parties deem it necessary to meet more often. Each party may have no more than two (2) representatives attend such meetings unless otherwise agreed. The Union representatives shall be the Union President or designee, and one (1) other Bargaining Unit Member selected by the President or designee. The Board representatives shall be the Associate Superintendent for Human Resources or designee, and one (1) other administrator selected by the Associate Superintendent or designee.

## ARTICLE II

### FAIR PRACTICES

#### **A. Non-Discrimination**

1. The Board agrees to continue its policy of non-discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, or age, regarding hiring, firing, compensation, terms, conditions or privileges of employment.
2. Further, the Board agrees to continue its policy forbidding limiting, segregating or classifying Employees in any way that tends to deprive any Employee of employment opportunities or adversely affects his/her employment status because of his/her race, religion, sex, sexual orientation, national origin, or age.
3. Sections 1 and 2 are subject to exceptions as covered under the Civil Rights Act of 1964, as amended.

#### **B. Affiliation**

Bargaining Unit Members shall have the right to join or not to join the Union. They shall be neither encouraged nor discouraged from joining any collective bargaining organization by supervisors, administrators, or other representatives of the Board.

#### **C. Equal Representation**

The Union agrees to represent equally and without prejudice all members of the bargaining unit.

#### **D. Recruitment, Assignment, Evaluation, & Promotion**

The Associate Superintendent for Human Resources or designee is responsible for recruitment, assignment, evaluation, and promotion of Waukegan Professional Support Staff with the assistance of other administrative personnel.



## ARTICLE III

### COMPENSATION

#### **A. Matters of Salary**

Employees shall be paid pursuant to the Appendix I of this Agreement. Salary payments shall be issued to Employees on the fifteenth and the last day of the month. If the fifteenth or last day of the month falls on a day, which is not a workday, the checks shall be issued on the last workday prior to the fifteenth or the last day of the month. During the month of September, the Administration shall notify each full-time Employee, in writing, of his/her accumulated sick leave and hourly wage.

All salaried ten (10) month Bargaining Unit Members may have a one-time option to be paid in twenty-four (24) pays over twelve months or twenty (20) pays over ten months. If an Employee has unanticipated special circumstances that create a hardship which causes the Employee a need to change payroll status, the Employee shall submit a request to the Associate Superintendent of Business Services (ASBS) for the change. The ASBS shall determine whether or not to accept the requested change, which decision shall not be reviewable.

All Employees shall be required to receive pay through electronic direct deposit, except in extenuating circumstances. The District, upon request by the employee, may assist the individual in opening an account at an institution, which does so.

If at any time, all Employees in the Waukegan Council (teachers), Waukegan Paraprofessionals Council, SEIU Local 1, and non-Union District personnel have full mandatory electronic direct deposit, they will have full mandatory direct deposit as well. The Union shall strongly advocate for 100% direct deposit for currently employed Bargaining Unit Members. Effective with approval of the FY 09-10 contract, all Union Members must use direct deposit or the district cannot guarantee the availability of manual paychecks on inclement weather days.

#### **B. Deductions**

Required salary deductions are:

1. Federal Income Withholding Tax
2. Illinois/Wisconsin State Income Tax
3. Illinois Municipal Retirement Fund (after July 1, 1984, IMRF shall be sheltered from taxes)
4. Social Security and Medicare
5. Union Dues/Fair Share

Optional salary deductions are:

1. Dependent's Coverage - Medical, Hospital and Dental Insurance
2. United Fund Contributions

3. Credit Union
4. Tax Sheltered Annuities
5. Salary Protection Insurance
6. COPE Contributions
7. Cafeteria Plan

All such credit union deductions shall be deposited with the credit union within two (2) business days of payday.

Additional sums shall be deducted for income tax withholding purposes upon written request of the Employee.

### **C. Job Descriptions**

1. Following discussions with the Union, final approval of all new job descriptions, new salary classifications, and initial placement on the salary schedule rest with the Associate Superintendent for Human Resources.

The District may revise the duties enumerated in job descriptions as needed to the extent that the changes do not alter the general nature of the positions' duties. The "general nature" of a WPSS job description shall include but is not limited to answering phones, greeting the public, verbal translations including the use of Spanish skills within the scope of bargaining unit work, including filing of ELL documents, distributing correspondence, making copies, assigning account numbers, checking pricing with vendors, collecting and processing attendance.

In April of each year of the Agreement, either party may request this contract to be reopened for bargaining concerning the reclassification of existing positions. Reclassification of existing positions shall be negotiated with the Union. Following good faith negotiations if the parties reach impasse, the Board may impose its last best offer in accordance with labor law. Any alleged failure to conduct good faith negotiations shall be subject to the grievance procedure. The District may revise the duties enumerated in job descriptions as needed to the extent that the changes do not alter the general nature of the positions' duties. If a revision would entail new duties representing a significant change in the character of a position, the Administrator, the Employee, and the Union shall meet to address the impact of the change. Any reclassifications agreed to by both parties or imposed in accordance with the provisions above shall take effect on the first of July following the resolution of the reclassification.

2. All job descriptions shall state the term of employment for that position. Employees shall be given a copy of their respective current job description. The Union President shall be given one (1) copy of all current job descriptions within sixty (60) calendar days of the start of the 2001-2002 school year or of the execution of this Agreement, whichever is later. The Union President shall be given one (1) copy of any newly created or revised job descriptions as they occur.

3. Every Bargaining Unit Member's job description contains the phrase, "and other job related duties as assigned by the principal (or other administrator)." It is understood that any general clerical duties are encompassed within the meaning of that phrase and that the supervisor has final authority over job related work and assignment management. In the event the "general clerical duties" assigned require special expertise or training to successfully complete the assignment, training will be provided by the District in a timely manner and the employee will not be held responsible for inaccurate results until training is complete.

# ARTICLE IV

## PERSONNEL

### **A. Selection of Personnel**

The Office of the Associate Superintendent for Human Resources shall be responsible for securing new or replacement Employees when needed.

All applicants shall file an application and be screened in the Office of the Associate Superintendent for Human Resources. If applicants appear qualified for the vacancy, they shall be referred to the building principal or administrator concerned for interviewing.

1. Personnel Expectations: New Employees must be neat in appearance, be of good moral character, and be able to work harmoniously with the faculty and students. Upon employment the new employee must sign and agree to adhere to The Acceptable Use of Technology Policy.
2. Proficiency Assessments: All new Employees shall be required to take the Skills Test. Only those prospective employees who obtain passing grades on the Skills Test shall be considered for employment. Employees may be required by management to pass other skills or proficiency test(s) relevant to the position they seek. The Union may work with the District to develop, choose, or modify screening instruments. Waukegan Professional Support Staff with less than five (5) years of District service transferring to other office positions may be required to take the Skills test.
3. Probationary Status & Evaluations Therein: New Employees shall be considered probationary during the first ninety (90) calendar days of their employment. The Employee shall receive a written evaluation from his/her immediate supervisor on or before the 30<sup>th</sup> day of employment, and a second written evaluation on or before the 60<sup>th</sup> day of employment.

At the end of the initial ninety (90) day probationary period, the Associate Superintendent for Human Resources may extend the Employee's probationary status an additional three (3) months based upon an evaluation by the appropriate administrator. In such instances, the Employee shall receive written notice of the extension of his or her probationary status. A third evaluation shall be conducted before the end of the extended probationary period.

Evaluations are to be made in writing with one (1) copy to the Employee and one (1) copy to the Associate Superintendent for Human Resources.

4. Salary Schedule Classification: The Associate Superintendent for Human Resources shall determine where all new Employees shall be placed on the current salary schedule. Consideration shall be given for previous experience that is applicable to the position. In placing a new WPSS on the salary schedule in category II, I, or IA, credit shall be allowed up to a maximum of Step 3. New Employees hired and placed in either the Specialist or Computer Technician Categories must be placed on step one.
5. Notice to the Union: The Union President shall be notified in writing by the Associate Superintendent for Human Resources of all newly hired Employees and any in-district transfers that may occur. Such notice shall be made within five (5) working days of employment or transfer and shall include the Employee's name, address, location of employment, job position, hourly

wage, and when a new employee is started above step 1 a description of past work experience and credit used in placing the employee on the salary schedule. The description of past work experience shall indicate the type of work performed and the years such employment was held. This description is not intended to disclose the names of past employers or any other information that might reasonably be deemed confidential.

6. Evaluations: Once no longer on probation, all Employees shall be evaluated by the immediate supervisor at least once each school year, no later than June 30th. Both the Employee and the evaluator shall date and sign all copies of the evaluation. The signature of the Employee shall not necessarily indicate agreement with the evaluation, but rather indicate that the Employee is in receipt of a copy of the evaluation.

If the Employee feels his/her evaluation is incomplete, inaccurate, or unjust, the Employee may put objections in writing. Both the Employee and the Evaluator shall date and sign all copies of the written objections. The signature of the Evaluator shall not necessarily indicate agreement with the written objection, but rather indicate that the Evaluator is in receipt of a copy of the written objection. A copy of the written objections shall be attached to the original evaluation form to which it applies.

A copy of all evaluations and any attached written objections shall be placed in the Employee's official personnel file.

A joint committee consisting of three Union designees and three Administrative designees will create and agree upon a standard evaluation instrument and procedure to be used starting no later than January 1, 2018. Upon request of the Associate Superintendent for Human Resources a joint committee as described above may convene to suggest and agree upon changes to the evaluation procedure or document.

## **B. Re-employment of Former Employees**

1. Former employees shall be defined as:
  - Individuals who retired from Waukegan School District #60
  - Individuals who were previously employed by Waukegan School District and voluntarily terminated their employment

Former employees who are re-employed shall be considered as new Employees, insofar as all fringe benefits, accumulated sick leave, and vacation entitlement and step placement are concerned. Employees who voluntarily terminate employment with District #60 who maintain continuous insurance coverage would not, however, have to prove insurability if re-employed.

2. Former employees who are employed on a substitute basis shall be paid at the hourly rate twelve dollars and 90 cents (\$12.90) per hour.

## **C. Transfers and Promotions**

1. Voluntary Transfers: All Employees are eligible to apply for vacancies, new positions, and/or changes in existing positions that occur (i.e., for transfers or promotions) within the following timeframes. New employees may apply after four (4) months on the job for which they were hired; Existing Employees may apply after one (1) month on the most recent job assignment. Employees who voluntarily transfer will be considered probationary for the first thirty (30) calendar

days in the new position and may be subject to a written evaluation by his/her immediate supervisor on or before the end of the probationary period.

2. Notice: Notice of all vacancies, new positions, and/or changes in existing positions shall be posted within fifteen (15) working days of becoming vacant and advertised publicly for a period of five (5) working days, with a copy of the current job description attached, after the administration makes the decision to address a vacancy or to create and fill a new position. If it is decided by mutual, written agreement between the parties that more than fifteen (15) working days is needed for the Board to post notice, in no case will the total amount of time for the Board requirement to post notice exceed thirty (30) working days. The Administration shall select the successful candidate within thirty (30) calendar days after the closing of the posting period. A substitute or temporary Employee may be employed during this posting period if needed; however, no position shall be permanently filled until the end of the posting period. In addition, a substitute or temporary employee may be employed during the decision-making period in which the District is deciding to fill a vacancy. Notices of vacancies occurring during the summer months shall be mailed to ten (10) and eleven (11) month Employees.
3. Applications: If qualified for the vacancy, the Employee should apply using the on-line application system. Only on-line applications will be considered. Qualified District personnel shall be granted an interview and be given equal consideration. The most qualified external or internal candidate will be selected.
4. Credit for Continuous Service: Employees considered for transfers or promotions shall receive full credit for past continuous service. For example, an Employee with twelve (12) years continuous service as a ten (10) month Employee, who accepts a twelve (12) month position, shall be treated as an Employee with twelve full years of service with respect to salary, vacation, holidays and leave.
5. Involuntary Transfers: The Administration shall not involuntarily transfer an Employee without justifiable reason for the transfer.

#### **D. Medical Examinations**

1. Each new Employee shall be required to submit evidence of physical fitness and freedom from communicable disease. Such evidence shall consist of a physical examination made by a physician licensed in the State of Illinois to practice medicine and surgery in all its branches. When the examination is done by the school physician, the expense thereof shall be assumed by the School District. If the employee chooses for his/her examination a physician other than the school physician, the Board shall pay the cost of the examination up to the amount charged by the school physician provided the examination is completed on the form prescribed by the Board.
2. Each new or reinstated Employee must submit evidence of a negative examination for tuberculosis in accordance with the *Illinois School Code*.
3. Each Employee may be required to furnish a certificate of physical fitness every three (3) years. This expense shall be borne by the Board of Education if the examination is conducted by the school physician.

If in the judgment of the building principal and the Associate Superintendent for Human Resources or designee, an Employee is incapable of fulfilling his/her duties because of physical or mental illness or injury, he/she may be required to take a physical and/or psychological examination by a doctor selected by the school district. If the results of the examination so

warrant, the employee shall be requested to take sick leave until he/she is capable of resuming duties.

**E. Substitutes**

Short-term substitutes shall be defined as those who assume a bargaining unit position, in whole or part, for a period of less than eighty-four (84) calendar days. Long-term substitutes shall be defined as those who assume a bargaining unit position, in whole or part, for a period of eighty-four (84) or more calendar days. Short-term substitutes shall not be subject to the terms of this Agreement. Long-term substitutes shall be subject to all terms of this Agreement, commencing on the eighty-fourth (84) calendar day following employment. All substitutes (other than former Employees covered by Section B, above) shall be paid at eleven dollars and thirteen cents (\$11.13) per hour. Commencing on the eighty-fourth (84) calendar day following employment, long-term substitutes shall be placed on the salary schedule pursuant to Section A-4 above.

## ARTICLE V

### WORKING CONDITIONS

#### A. Working Hours

Group A & Group B Employees: These Employees shall be known as regular full-time Employees whose work hours shall consist of eight (8) hours per day, exclusive of the lunch period. Employees regularly working less than thirty (30) hours per week, exclusive of the lunch period, are defined as Group C employees. A change to the length of the workday for these Employees may occur with the prior written consent of the Employee, the Associate Superintendent for Human Resources, and the Union President or designee.

It is expected that all Employees shall follow the regular office hour schedules for the school or District office to which they are assigned, including break times and lunch periods. In areas where student services must be provided continuously, the work schedule may be adjusted by the building Administrator. Employees can expect to be scheduled to work assignments of others to provide continuous service during the rest breaks and lunch periods of others.

When the administrator(s) in charge is absent from the work site or building, he/she shall make known a specific alternate administrator to contact if the need arises.

#### B. Lunch Periods

All Employees shall be given a thirty (30) minute lunch period, which shall be duty free and scheduled by the immediate supervisor so as to maintain efficient operation of the office. Lunch periods may not be moved to the beginning or end of the work day.

#### C. Rest Periods

One (1) fifteen (15) minute rest break is permitted for every four (4) hours of work, to be scheduled by the immediate supervisor so as to maintain efficient operation of the office. Rest periods may be added to lunch periods. Rest periods may not be taken at the beginning or end of the work day.

#### D. Training and Support

The administration and the Union recognize the importance of proper training for Employees. To this end,

1. New Employees: The District may provide training related to their position. Training for new Employees shall occur within the first three months of their employment. The probationary period shall begin with the first day in the actual position. Management's right to terminate for just cause during the probationary period will not be affected due to lack of training.



2. Current Employees: The District shall schedule for each current Employee transferring to a new position within the District at least one (1) work day of training with pay. Additionally, the District shall schedule no less than two (2) half days of work during each full school year devoted to training and support for each Employee. One of these half days shall be a meeting of all Employees to receive information of common interest and concern, similar to that held in the past. On the other days, training sessions may be subdivided and staggered in time.
3. A joint committee of three (3) Bargaining Unit Members appointed by the President and three (3) Administrators shall meet in spring each year to set a training agenda for the following school year. Topics and plans for each training session(s), which may be geared for specific positions within the bargaining unit, shall be mutually developed. The committee may meet as necessary from time to time thereafter.
4. Bargaining Unit Members shall be compensated at the rate of \$10.50 per hour for attendance at any committee meetings mutually scheduled and held beyond the regular workday. Any Employee who conducts a training session beyond the regular workday shall be paid at the same rate.

#### **E. Overtime**

All time worked over forty (40) hours per week shall be paid at the rate of time and one-half unless the employee seeks credit for time on unpaid leave status. In that event, the employee's eligibility for overtime will be determined based on hours actually worked. All time worked on Sunday or any legal paid holiday shall be paid at double time. As an alternative to pay for overtime, and at the discretion of the employee, compensatory time away from work may be used. Compensatory time shall be computed in the same manner as overtime pay (e.g. each hour of overtime work shall be credited as either one and one-half (1 ½) or two (2) hours of compensatory time. All compensatory time earned must be used within the fiscal year in which it is earned, and at no time can more than 16 hours compensatory time be used consecutively. If you are unable to use your earned compensatory time you will be paid out no later than July 15<sup>th</sup> of each year. Prior approval of requests for the use of compensatory time must be given by the building principal or immediate supervisor. The workweek shall be computed from 12:00 a.m. Sunday through 11:59 p.m. Saturday. Legal paid school holidays shall be included in the computation of the worksheet. See Appendix V, VI, VII

#### **F. Work Year**

##### 1. Group A - Twelve (12) Month Employees:

- (a) Twelve (12) month Employees (Group A) are Employees employed for twelve (12) months in positions requiring a minimum of eight (8) hours per day exclusive of lunch period.
- (b) Emergency Conditions--- At which time the district closes any district building(s) because of an emergency such affected twelve (12) month employees will not report to work and will not be charged any contractual entitlement days unless directed so by their immediate supervisor. At which time the district implements a late start schedule because of an emergency, such affected twelve (12) month employees should report to their designated assignment at the time communicated. Should a twelve (12) month employee fail to appear at work for a late start schedule as called for by administration under this section, he or she will be charged one of the following:

- (1) Use one (1) personal day

- (2) Use one (1) vacation day
- (3) Use one (1) day of compensatory time
- (4) A dock day

2. Group B - Ten (10) and Eleven (11) Month Employees:

- (a) Ten (10) month employees (Group B) are employees in a position requiring a minimum of eight (8) hours per day, exclusive of lunch, for at least ten (10) months according to the work schedule for the current year. Employees in this group working less than the full work schedule, except for illness, for the year shall have their benefits prorated.

Ten month Group B Employees shall start twelve (12) working days prior to the first day of student attendance and end their work year four working (4) days after the last day of student attendance. Principals may request additional time, in writing, to the Superintendent.

Eleven month Group B Employees shall start August 1<sup>st</sup> and end their work year on June 30<sup>th</sup>.

- (b) Group B employee's workdays shall include all days of student attendance and teacher institutes or workshops. Group B employees shall not work any other days when teachers are not in attendance.
- (c) Emergency Conditions—At which time the district closes any district building(s) because of an emergency, such affected ten (10) and eleven (11) month employees will not report to work and will not be charged any contractual entitlement days unless directed so by their immediate supervisor. At which time the district implements a late start schedule because of an emergency, such affected ten (10) and eleven (11) month employees should report to their designated assignment at the time communicated. Should a ten (10) or eleven (11) month employee fail to appear at work for a late start schedule as called for by administration under this section, he or she will be charged the equivalent hours in compensatory time, personal time, or be docked at the equivalent amount of time.
- (d) Group B employees who agree to work on a part-time basis in their same capacity during the summer following completion of their ten (10) or eleven (11) month assignments shall be compensated at an hourly rate equal to their regular rate.

3. Group C Employees:

- (a) Group C employees are employees who are regularly assigned to work less than thirty (30) hours per week and who may work such a schedule for either ten (10) eleven (11) or twelve (12) months per year.
- (b) Emergency Conditions—At which time the district closes, all Group C Employees will follow the appropriate language above for Group A and Group B employees, depending upon whether they are a ten (10), eleven (11) or twelve (12) month employee.

**G. Summer School**

The start date of summer school shall be no sooner than the sixth (6<sup>th</sup>) day after the last student attendance day of the regular school year.

**H. Health and Safety**

Only after proper training and under the direction of an Administrator, when a nurse is not immediately present, WPSS School Staff may be expected to administer medication. The district will provide general liability coverage.

Waukegan Professional Support Staff shall respond to emergency situations and accidents by providing care and comfort until help arrives. Ongoing health intervention such as suctioning, catheterization, and tube feeding, and also the maintaining of student health records shall not be the responsibility of the WPSS, except to the extent that health record maintenance is part of the job description of the secretary to the School Nurse at the High School level.

**I. School Calendar Committee**

The Union shall be entitled to two (2) representatives on the Calendar Committee that recommends the school term calendar to the Board.

**J. Discipline and/or Supervision of Students**

WPSS School Staff shall not be responsible for the administration of discipline to students, but will be supportive of the building administrator, school staff and the building discipline team's efforts to appropriately address school disruption and discipline matters. Students sent to or placed in an office area for disciplinary reasons shall be referred to the building administrator.

At each building, the administrator(s) will make the WPSS staff member aware of the plan for discipline and/or supervision of situations when the administrator is not immediately available. The plan shall be made known to all involved building staff.

**K. Drug and Alcohol Use/Abuse and Mental Health Issues**

1. Generally

All District workplaces shall be drug and alcohol free. Employees are prohibited from the unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance, including cannabis, or alcohol while on District premises, while performing work for the District on campus, or while operating District owned, leased, or contracted for vehicles or equipment.

Employees shall abide by federal, state, and local laws regulating the use, possession, sale, distribution, manufacture or cultivation of controlled substances, including cannabis, and alcohol.

An Employee's use of a legally controlled substance or alcohol shall not negatively affect the Employee's on the job performance; threaten the safety or welfare of students or other employees.

2. Definitions

The term "controlled substance" is as defined by law and for purposes of this agreement shall include cannabis.

### 3. Discipline

An Employee who violates these provisions may be subject to disciplinary action up to and including termination.

#### (a) Counseling or Treatment

The District may require an Employee to successfully complete an approved drug or alcohol abuse assistance or rehabilitation program as a condition of continued employment when the District has verified evidence that the Employee has a problem with controlled substances or alcohol. This requirement shall be in addition to any other disciplinary action deemed warranted by the facts in a particular case, and the Employee shall provide the District with proof of participation in such a program within thirty (30) days of the District receiving notice of the Employee's verified problem with controlled substances or alcohol. Failure to provide such notice may be grounds for immediate disciplinary action.

#### (b) Voluntary Notification

If an Employee voluntarily notifies the Superintendent, building Principal, or their designee of problems s/he is experiencing with controlled substances or alcohol, the District will refer such individual for treatment and/or counseling. Such notification shall be considered voluntary only if the Employee's disclosure is independent of any District inquiry into the Employee's job related behavior. The voluntary disclosure shall remain confidential and shall not influence the evaluation of the Employee's work performance.

### L. Periodic Background Checks

Pursuant to Section 5/10-21.9 of the *Illinois School Code*, mandating that no school district knowingly shall employ an individual convicted of certain enumerated, criminal offenses, or found to have perpetrated the physical or sexual abuse of a minor, the Associate Superintendent for Human Resources annually shall conduct a criminal background check on 10% of the Bargaining Unit staff to be employed in the forthcoming year. The names submitted shall be selected at random under a process developed by the Human Resources department, and without regard to whether the Employee presently is or has been subjected to discipline. The same group of employees will not be investigated more frequently than once every five years. The investigation shall be initiated in between school year terms, after July 1, and all returning Employees shall be deemed to have provided consent unless they have given written notice to the Associate Superintendent for Human Resources of their intent to resign prior to July 1. Individuals for whom a conviction record or finding of abuse is received shall be provided with a copy of the investigation results and an opportunity to refute the information contained therein to the Superintendent or his or her designee. To successfully refute a conviction record or finding of abuse, the Employee must show that: 1) he or she is not the true subject of the record, 2) the record previously was ordered expunged, or 3) other clear error in the record exists. Unless the Employee makes the necessary showing within five business days, then the Employee shall be suspended without pay, in accordance with the procedures above in Section L. If the conviction information cannot be refuted, or if the Employee does not schedule a hearing, the Employee shall be terminated, in accordance with law. If the information is refuted successfully, the Employee shall be reinstated, references to the conviction and any suspension shall be deleted from the Employee's records, and any lost pay shall be promptly paid to the Employee.

**M. Swipe In/Out**

The District will introduce a VeriTime system that will require employees to swipe in at the beginning of their shift and swipe out at the end of their shift to establish their eligibility for pay on a work day. Furthermore, for the first two years after the District introduces a VeriTime system, VeriTime data will not be used for evaluation or discipline purposes, or to dock pay. During this two (2) year “pilot” period, a joint committee will be created, meeting no less than 3 times per school year, to address any administration and implementation of VeriTime policies and procedures.

## ARTICLE VI

### VACATIONS AND HOLIDAYS WITH PAY

#### A. Vacations

##### 1. Group A - Twelve (12) Month Employees:

###### (a) Quantity of Vacation:

- (1) New hires through five (5) years of employment – Up to ten (10) working days paid vacation (two [2] weeks) per year.
  - i. Those new Group A Employees who begin employment on or before July 1 of the current school year shall be entitled to ten (10) days paid vacation.
  - ii. Any term of service beginning after July 1 of the current school year shall be entitled to a prorated number of days paid vacation. Any Group A employee beginning between the first and fifteenth days of the month shall receive vacation credit for the full month and those beginning after the fifteenth shall receive no vacation credit for that month.
  - iii. After the first year, all Group A Employees vacation entitlement period shall date from July 1 of one (1) year to June 30 of the following year.
- (2) Six (6) through sixteen (16) years of employment – Ten (10) days of vacation plus one (1) day of vacation for each full year of employment thereafter. For example, an eight (8) year Employee would receive thirteen (13) days vacation while an eleven (11) year Employee would receive sixteen (16) days vacation.
- (3) Seventeen (17) years of employment or more: Twenty-two (22) days of vacation.

###### (b) Usage:

1. Availability for Use: Vacation accrued according to 1. (a) (1) ii. above is to be used in the fiscal year beginning with the first July 1 of employment. Thereafter, a total of five (5) vacation days may be carried over to the next fiscal year.
2. Prior Approval: Vacation periods shall be approved in advance by the Employee's immediate supervisor. If a Group A Employee has used all of the available vacation days and wants the use of vacation days earned during the year but not eligible for use until July 1, a request must be submitted, in writing, to the Associate Superintendent for Human Resources.
3. Unused Vacation: Employees who terminate their employment prior to a full school year's service shall have their earned vacation pay prorated and payment shall be added to their final check. Vacation days are not cumulative.

4. Notwithstanding any other provisions of the Agreement, vacation time shall be accrued based on years of service within the Waukegan Professional Support Staff bargaining unit only.

**2. Group B - Ten (10) Month Employees:**

- (a) Employees hired after July 1, 1983 shall receive no paid vacation days. All other ten (10) month employees shall receive paid vacation days accrued as of June 30, 1983, but shall not be eligible for additional vacation pay.
- (b) Vacation pay for ten (10) month employees shall be based on the normal number of working hours each week (i.e., forty [40] hours for eight [8] hour employees, thirty-five [35] hours for seven [7] hour employees)

**3. Group C Employees:**

Vacation allowances are not granted to Group C employees.

**B. Paid Holidays - Groups A & B**

1. Unless the employee is on unpaid leave status on the work day immediately preceding or the work day immediately following a holiday, each employee shall be granted the day off with pay on each of the following holidays that fall during their scheduled workweek:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	
Lincoln's Birthday**	Wednesday Preceding Thanksgiving Day
Good Friday	Thanksgiving Day
Easter Monday	Thanksgiving Friday
Memorial Day	*Christmas Eve Day
*July Fourth	Christmas Day
Labor Day	*New Year's Eve Day
Columbus Day	

\*Four additional holidays during the Christmas Break

\*Group A only

\*\* Lincoln's Birthday may be exchanged for President's Day

If any paid holiday is changed to a school day, an alternate day shall be made a holiday or the employee shall be paid for the day. The decision to take an alternate holiday or pay shall rest with the employee. If an alternate holiday is selected, the day shall be a floating holiday for use at discretion of the employee, providing use is approved by the immediate supervisor. If the immediate supervisor does not approve the date selected for use by the employee, the floating holiday shall carry forward for future use. Only one (1) such day may be carried forward to the next year.

2. In the event Christmas Day, New Year's Day, July Fourth, Memorial Day, Lincoln's Birthday/President's Day or Veteran's Day fall on Saturday or Sunday, a day off with pay shall be allowed at a time when students are not in school and at a time mutually agreeable between the employee and the supervisor. No substitute day for other holidays, which do not fall on a school day, shall be granted.
3. Holidays falling within a vacation period shall not be counted against vacation time.

4. The work schedule for Bargaining Unit Members during a school vacation period may be adjusted to fit the annual school calendar as adopted by the Board of Education.
5. When the school calendar is adopted by the Board of Education, Employees shall be notified of the resultant holiday schedules in the various job assignments.

**C. Paid Holidays - Group C**

Group C employees shall receive paid holidays as outlined for Group A & B employees, above, on a pro-rata basis.

**D. Withholding of Final Pay**

At the time of resignation or discharge from the District all remaining leave and benefit days will be analyzed and reconciled. In the event that the employee has been paid for more days than have been earned, then the balance due to the District will be deducted from any regular, vacation, or holiday pay hours that the employee has accumulated. This deduction will be made by the following pay period.



## ARTICLE VII

### LEAVES

#### A. Sick Leave

Group A Employees - Sick Leave Entitlement: fourteen (14) days per year, unlimited accumulation.

Group B Employees - Sick Leave Entitlement: twelve (12) days per year, unlimited accumulation.

Group C Employees - Sick Leave Entitlement: eleven (11) pro-rata days per year, unlimited accumulation.

Employees may request information as to their accumulated Sick Leave from the Payroll Office.

Sick Leave may be used in one (1) hour increments.

Sick Leave shall be used for illness or physical disability to the Employee or immediate family. Definition of Immediate Family: husband, wife, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, parent/brother/sister-in-law, aunt, uncle, niece, nephew, or legal guardians of the Employee or his/her spouse. Any friend or relative of the Employee or his/her spouse who is actually living in the home of the Employee at the time of illness or physical disability also is considered immediate family.

Accumulated Sick Leave may be used for physical disability (incapacity) due to pregnancy prior to the Board approved date for maternity leave. If the Employee returns to work after the Board approved leave and becomes disabled due to conditions associated with the reasons for the leave, earned Sick Leave is applicable.

The Administration may require a physician's certificate as a basis for pay during Sick Leave after an absence of three (3) consecutive Sick Leave days.

Sick leave granted for the current year shall be pro-rated upon early separation of the Employee from employment with the District.

#### B. Funeral Leave

The Board shall allow an Employee full pay for up to three (3) days for a death in the immediate family. In those situations which require the Employee to be absent in excess of the three (3) funeral days permitted, the extra day(s) shall be charged to accumulated sick leave.

No salary deduction would be in order except in those cases where all the accumulated Sick Leave days have previously been used and no balance of Sick Leave days exist for the Employee involved.

Definition of Immediate Family: husband, wife, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, parent/brother/sister-in-law, aunt, uncle, niece, nephew, or legal guardians of the Employee or his/her spouse. Any friend or relative of the Employee or his/her

spouse who is actually living in the home of the Employee at the time of death or at the commencement of final illness or accident also is considered immediate family.

Up to one (1) day shall be granted for the death of a close personal friend. This day is to be deducted from the Employee's Personal Leave days.

Proof of death such as an obituary may be requested by the Administration.

**C. Extended Sick Leave for Mental or Physical Illness**

1. Employees with five (5) or more years in a full-time ten (10), eleven (11), or twelve (12) month position shall be eligible, after they have used their accumulated sick leave, to ask for an extended health leave without pay of up to two (2) years.
2. An employee, who requested a health leave of up to eighty-four (84) calendar days, shall be re-employed in the same position, and return to the same step and lane as at the time of granting of the leave. An employee, who requested a health leave of eighty-five (85) days through two (2) years who seeks to return to work, shall be re-employed in the same position if vacant, or in a comparable position if his/her former position has been filled. The returning employee shall return to the same salary and lane step as that person held at the time the leave was originally granted.

**D. Leave of Absence - Group A and B Employees**

Leave of Absence may be granted for conditions of ill health or other reasons approved by the building principal or administrator and the Associate Superintendent for Human Resources or designee. No such Leave of Absence, however, shall be longer than one (1) calendar year in length, except that the Employee may request one (1) additional year renewal of the leave; in the latter case, granting of a second year of leave guarantees return to a comparable position only. No employee, however, shall be granted a leave of absence to seek employment elsewhere.

**E. Jury Duty Leave**

The Board shall pay the regular salary to Employees called as jurors.

**F. Personal Leave**

1. Days Allowed: The Superintendent or Associate Superintendent for Human Resources shall grant annually up to two (2) days leave at full pay in increments of no less than one (1) hour provided it is scheduled and approved as stated below.

Requesting & Reporting Leave: Employees shall request Personal Leave from the Associate Superintendent for Human Resources at least three (3) days prior to the date of the leave except in emergency situations.

Employees who have received approval for Personal Leave shall report the use of Personal Leave using the established procedures for reporting all absences.

2. Disallowed Use: Personal business shall not be taken,
  - (a) on a day immediately before or after a school holiday, vacation period, or during the first or last week of the school term, except in an emergency or under unusual circumstances, either of which shall require the special approval of the Associate Superintendent for Human Resources;
  - (b) by an Employee who is on disability.
4. Accumulation: Unused Personal Leave shall be added to Sick Leave at the end of each school year, provided the Employee has worked at least one (1) day during that school term.

**G. Maternity/Paternity Leaves**

Maternity or paternity leave shall be granted to pregnant Employees/spouses. Such leave shall run concurrent with FMLA Leave. Employees who wish maternity/paternity leave shall notify the Associate Superintendent for Human Resources in writing of the condition of pregnancy no later than four (4) months prior to the expected birth of the child. An Employee's physician shall determine when it is necessary for the Employee to relinquish her duties.

Employees, after notifying the Associate Superintendent for Human Resources of their intention to take a maternity or paternity leave, shall work out with the Associate Superintendent for Human Resources a time schedule for length of leave and expected date of return to work.

The following conditions shall apply:

1. Employees who return within ninety (90) days after the maternity or paternity leave began shall be returned to the same position. For ten (10) month Employees, where the ninety (90) days extends into the summer months, they may return to their same position at the start of the next school year.
2. Employees whose maternity or paternity leave is between ninety (90) days and one (1) year shall be returned to a comparable but not necessarily the same position, if available.
3. Seniority and advancement on the salary schedule shall be granted to those whose maternity leave is less than six (6) months. Sick leave and other fringe benefits do not accumulate during maternity or paternity leave.

**H. Leave for Injury While on Duty**

In case an Employee shall be injured while in the course of employment, and this injury results in eligibility for Worker's Compensation, the employer shall pay to the injured Employee full salary for up to thirty (30) calendar days from the date of accident. During this thirty (30) day period, any weekly indemnity payments made to the injured Employee under Worker's Compensation coverage shall be endorsed by the Employee and deposited by the Department of Risk Management and Employee Benefits to the funds of School District #60. Upon completion of the thirty (30) day period, the Employee may file for disability benefits under the Illinois Municipal Retirement Fund and shall retain any further compensation checks. This Employee shall not be paid by the Board after the thirty (30) day period. It is further provided that no sick leave accumulated to the credit of any Employee shall be deducted for time off because of an injury incurred in the course of employment.

After the thirty (30) day period, if the employee is still on an approved leave for an injury that is work related, the employee will no longer be paid by the district. The employee will be paid temporary partial disability (TPD) by the current Third Party Administrator (TPA) employed by the district to administer workers compensation checks. Employees will be paid at a rate of sixty-six and two-thirds percent (66 2/3%) of the average of their last fifty-two (52) weeks of pay from the district.

Proven fraudulent representation of medical conditions under this Section shall constitute grounds for immediate dismissal.

**I. Reserve Training and National Guard Duty**

Inasmuch as certain Employees face short-term military obligations, the following covers such duties under periodic training type programs:

When an Employee is ordered to report for reserve training or National Guard duty at a time during the school year when it conflicts with his/her duties and responsibilities and no alternative arrangement is possible, the Employee may be granted leave. The Board shall pay the regular salary of the Employee but may deduct the daily military base pay for the actual number of paid days missed.

**J. Job Sharing Leaves**

An Employee may, at the discretion of the Board, obtain a part-time leave to participate in a job sharing arrangement. Employees who job share shall receive the fringe benefits of that position pro-rata.

**K. Life-Threatening Illness**

An Employee may be confronted with a life-threatening illness, which requires periodic treatment and absence from work. In such cases the Employee's illness must not require temporary or permanent disability leave, but shall result in the use of all accumulated Sick and Personal Leave days.

Under these circumstances the Board of Education shall grant additional sick leave days by matching the number of accumulated sick leave days prior to the onset of such life-threatening illness up to a maximum of thirty-eight (38) days. The Board shall grant sick leave days to Employees who have participated in the Sick Leave Bank and have exhausted all the days allotted them. This leave shall run concurrent with FMLA leave.

**Rules and Regulations**

1. **Written Request:** A written request for additional Sick Leave days must be submitted by the Employee to the Associate Superintendent for Human Resources for approval by the Board as soon as the need for such leave is foreseeable or known.
2. **Job Performance:** The treatment of the life-threatening illness while on the job shall not appreciably affect the job performance of the Employee as verified by a school-appointed physician, as described below in #4.
3. **Employee's Health:** The Employee's job responsibilities shall not be injurious to the Employee's health as verified by a physician, as described below in #4.

4. Medical Certification: An Employee's illness and its impact on his or her job performance shall be verified by the Employee's physician; at the time leave is requested. The Associate Superintendent for Human Resources or the Board may require a second opinion, at District expense, by a school appointed physician. A third independent opinion at District expense may be required only if there is a discrepancy between the first two opinions.

Medical Certification additionally may be required upon request for additional leave, when the duration of the leave expires and/or if the Administration receives information casting doubt on the reason for the Employee's periodic absence.

5. Continuity of Workplace Productivity: During the period of treatment the frequency of absence of an Employee shall not adversely affect the productivity of the workplace.
6. Spouse/Child: This policy shall apply in the case of an Employee or the spouse or a child of the Employee with a life-threatening illness, which causes the use of all accumulated Sick Leave by the Employee.

#### **L. Sick Leave Bank**

The Board and the Union have established a Sick Leave Bank for the purpose of aiding those Employees who have used all available Sick Leave or Personal Leave because of lengthy illnesses. Days may also be given for a lengthy illness of the spouse or child of the Employee.

1. Deposit Rules: The Sick Leave Bank shall be funded by deposits made in the following manner:
  - (a) Employee Deposit: Each Bargaining Unit Member who wishes to be eligible for use of the Sick Leave Bank shall deposit two (2) Sick Leave days from the Employee's personal supply of Sick Leave days upon initial membership.
  - (b) Board Deposit: The Board shall contribute one (1) day for every one (1) Employee day contributed in accordance with Section L. 1. d. below, up to a cap of four-hundred (400) days in the sick leave bank. When the sick leave bank is at four-hundred (400) days or above, individuals will still need to deposit days per "a" above to opt into the bank, but the District will only contribute one (1) day for every ten (10) employee donation days.
  - (c) Enrollment Period: All deposits must be made between the first day of school and October 1 of each year.
  - (d) Notice of Benefit Availability: After the initial year, only new Employees or those Employees who previously made no deposit shall be asked if they wish to deposit two (2) days to become eligible for use of the Sick Leave Bank.
  - (e) Mandatory Refunding of Bank: Should the number of days in the Sick Leave Bank fall below fifty (50) days, each participating WPSS shall be required to deposit one (1) additional day to remain eligible for use of the bank. The Board shall contribute one (1) day for every one (1) such Employee day up to four-hundred days as indicated in (b) above.
  - (f) Irrevocable Donation: Any WPSS who leaves the bank shall lose all days deposited.
2. Administration and Rules
  - (a) Sick Leave Bank Committee: To administer this bank, a Sick Leave Bank Committee of six (6) shall be composed of one (1) elementary, one (1) middle school, and one (1) high school

Employee (except that one Lincoln Center Employee may be appointed in place of any one of the other categories), and three (3) Administrators.

- (b) Exhaustion: Those Employees who desire to withdraw days must have used all available Sick and Personal Leave.
- (c) Request for Benefit: When an Employee's Sick Leave reserve has been reduced to ten (10) or less, such Employee may apply in writing to the Sick Leave Bank Committee (Committee), explaining the reason for the request. Upon request, the Employee shall provide written consent for the Committee to consult the treating physician for purposes of confirming the illness, anticipated duration of treatment/incapacity, and, where necessary, impact on work performance.
- (d) Determination: The Committee shall review the request and accompanying documents, and determine the Employee's eligibility for withdrawal of days and the number of days granted, if any. The Committee must report its decision to the Employee within ten (10) school days after receiving the Employee's written request. In cases of a tie vote, the Superintendent shall be the tiebreaker. The other rules and regulations governing the Sick Leave Bank shall be established by the Committee.
- (e) Sick Leave Bank days shall concurrently count as FMLA leave.

## ARTICLE VIII

### TERMINATION AND REDUCTION IN FORCE

#### A. Termination of Employment / Disciplinary Procedures

1. Dismissal shall be recommended to the Associate Superintendent for Human Resources by the immediate supervisor. Any such dismissal shall be for just cause, as further clarified in Paragraph 3 below, and only after appropriate procedures, as specified in this Section, are followed.
2. An employee shall provide two (2) weeks' notice of a resignation. If possible, an employee planning to retire should notify his or her supervisor at least two (2) months before the retirement date.
3. Discipline and remediation efforts should follow the steps listed below; however each discipline problem is unique and may require flexibility in order to attain the best solution (i.e., a written warning may occur without first imposing an oral warning). Use of this procedure, in general, does not preclude immediate paid or unpaid suspension or dismissal based upon the severity of the situation and the extent to which the workplace is negatively impacted. The following list of infractions of conduct is representative of egregious behavior and is not all inclusive: a) theft of cash, property, or supplies b) willful damage or destruction of property c) physical assault or fighting, except in matters of self-defense d) possession of firearms or other dangerous weapons e) endangering the safety of others, intentionally or through willful neglect of duty, f) egregious insubordination g) hate activities in the workplace h) any action in violation of Article V Section K i) any other action that is of sufficient severity to warrant discharge.

(a) Step 1—CONFERENCE/ORAL WARNING

Although the initial counseling session is not considered part of the formal disciplinary system, it will impress upon the employee the importance and necessity of correcting the problem(s). It will be documented and kept at the building/office level. Progression to Step 2 may occur if an unrelated problem occurs subsequent to Step 1.

(b) Step 2—WRITTEN WARNING

A meeting will be held and written documentation which outlines the problem(s) shall be signed by both the administrator and WPSS and forwarded to the Office of the Associate Superintendent of Human Resources for placement in the employee's official personnel file. The employee's signature does not constitute agreement, only receipt of the document. If the employee refuses to sign the document, the administrator will write "Employee refuses to sign", provide the employee a copy of the document and forward to the office of the Associate Superintendent of Human Resources as required. The employee's refusal to sign does not negate the seriousness of the offense or administration's right to implement progressive discipline. Progression to Step 3 may occur if an unrelated problem occurs subsequent to Step 2.

(c) Step 3—WRITTEN REMEDIATION PLAN

The written remediation plan shall be designed with a Union Representative present to help the employee recognize the areas of deficiency and to take the necessary action to improve job

performance and/or behavior and conduct. At Step 3, a written remediation plan is required and shall stipulate the following:

Enumerated deficiencies  
Expectations  
Time frame to meet expectations  
Consequences

(d) Step 4—TERMINATION

1. If the sequence of progressive disciplinary steps has not brought about required changes, suspension and/or termination is considered appropriate. After a period of eighteen (18) consecutive months with no offenses, and employee's previous discipline is not considered for purposes of progressive discipline, transfer, promotions, or advancement, however, the documentation will remain in the personnel file. Furthermore, any discipline in existence as of the date of execution of this 2017-2020 Agreement will be subject to the 2013-2017 contractual language at Article VIII.A.3.d.1 (i.e., 12-month "shelf life").
2. Employees on probation are not included in the above procedures or the just cause standard.
3. An employee shall be provided with a copy of any adverse written material from his/her supervisor at the time it is forwarded to be placed in the Employee's personnel file. If desired, the Employee may forward his/her own comments to the written material.
4. If so desired, Employees shall not be denied the right to Union Representation at status conferences throughout the remediation process. However, Union Representation shall be limited to one speaker and one note taker. Administration reserves the right to bring an additional non-bargaining unit member for note taking purposes.

**B. Reduction in Force (RIF)**

The following procedure shall be used when reduction in force is necessary:

1. The Office of the Associate Superintendent for Human Resources shall keep an official listing of all District Employees by seniority.
  - (a) Seniority shall be based on official date of employment and current continuous service only in a Bargaining Unit Position in the District. Seniority for RIF purposes shall be defined as the total number of continuous years as an Employee in District #60 (includes service in districts later absorbed by Community Unit District #60 of Lake County). Seniority shall also be granted for continuous non-bargaining unit work in District #60, but each such year served shall count as one-half (1/2) year of service, and, in any case, no more than a net of ten (10) such years shall be granted.
  - (b) Seniority shall be retained during an approved leave of absence. Upon return from leave of absence, an Employee's seniority shall be the same as at the start of the leave.
2. When the Board of Education approves the elimination of a position, the Employee in that position must be given thirty (30) calendar days' notice.
  - (a) That Employee shall be allowed to assume a District Bargaining Unit Position of an Employee who is at the bottom of the seniority list. If more than one (1) position is eliminated (i.e., three



[3]) that same number of positions at the bottom of the seniority list may be assumed. Of the Employees whose positions have been eliminated, the Employee with the most seniority shall have first choice of positions available.

- (b) The Employee whose position has been eliminated shall be allowed a one (1) week period of time to select a new position.
  - (c) The Office of the Associate Superintendent for Human Resources and/or principal or immediate supervisor shall determine if the applicant for the position is qualified.
3. The Employee whose position has been eliminated and has been approved for an alternate position in the District shall not suffer a decrease in salary due to this change. Employees changing from twelve (12) month to ten (10) month positions because of RIF shall receive vacation pay benefits prorated to a maximum of two (2) weeks only for a one (1) year period following the change. The one (1) year maximum is effective for Employees RIF'd on or after July 1, 2001.
4. Options of an Employee whose position has been eliminated:
- (a) Eligible for unemployment in addition to placement on a waiting list for notification if positions become available for a period of one (1) year, with recall rights by seniority. No bargaining unit position shall be posted while a recall list exists.
  - (b) Retirement if eligible.
  - (c) Early retirement if eligible.
5. If a RIF'd Bargaining Unit Member is rehired within one (1) year of termination, it shall be without loss of seniority, fringe benefits, accumulated sick leave, vacation entitlement, and longevity pay and shall return to work at a rate of pay based upon the new job category and years of experience.
6. A RIF'd Bargaining Unit Member who has maintained continuous insurance coverage will not have to prove insurability upon reinstatement.

# ARTICLE IX

## FRINGE BENEFITS

### **A. Medical, Hospitalization and Dental Insurance - Group A and B Employees**

#### 1. Medical, Hospitalization and Dental

Medical, hospital and dental insurance is provided for all full-time Employees (thirty (30) hours or more) by the Board of Education.

#### **Single Coverage**

For the purpose of this article the term premium is defined as the cost of the insurance coverage as approved by the Board of Education.

The single premium for dental insurance shall be paid by the Board of Education.

The single premium for medical/hospitalization insurance shall be paid by the Board of Education, except that the Employee will contribute annually in the amount of zero point three two percent (0.32%) of their annual base salary for the duration of the Agreement. For example, an employee who in 2017-2018 is at the Specialist/Step 10 cell with a base salary of forty-six thousand nine hundred eighty-two dollars and thirty five cents (\$46,982.35) would contribute one hundred and fifty dollars and thirty four cents (\$150.34) in 2017-2018 towards his/her single premium ( $46,982.35 \times 0.0032 = 150.34$ ).

#### **Single Plus Child(ren), Single Plus Spouse or Single Plus Full Family**

Furthermore regarding medical/hospitalization insurance, Employees who wish to have their dependents insured shall pay a portion of the dependent Premium Cost through payroll deductions according to the following parameters, and as further illustrated in the charts below; those Employees who enroll in dependent medical/hospitalization insurance will have the single portion of their dependent coverage paid for by the Board at one hundred percent (100%).

In calendar year 2017, Employees will pay towards the cost of the dependent care Premium Cost the Employee Contribution amount as set forth below under the heading "2017 Employee Contribution".

In calendar year 2018, Employees will pay towards the cost of the dependent care Premium Cost the 2017 Employee Contribution, plus thirty five percent (35%) of the increase to the new 2018 Premium Cost, which will yield a new 2018 Employee Contribution amount. In the event, there is no increase to the Premium Cost, the Employee will pay last year's Employee Contribution.

In calendar year 2019, Employees will pay towards the cost of the dependent care Premium Cost the 2018 Employee Contribution, plus thirty five percent (35%) of the increase to the new 2019 Premium Cost, which will yield a new 2019 Employee Contribution amount. In the event, there is no increase to the Premium Cost, the Employee will pay last year's Employee Contribution.

In calendar year 2020, Employees will pay towards the cost of the dependent care Premium Cost the 2019 Employee Contribution, plus thirty five percent (35%) of the increase to the new 2020

Premium Cost, which will yield a new 2020 Employee Contribution amount. In the event, there is no increase to the Premium Cost, the Employee will pay last year's Employee Contribution.

As an example, and assuming an eight percent (8%) increase per year to the Premium Cost in calendar years 2018, 2019 and 2020, an individual who takes HMO Full Family with a total 2017 premium cost of \$14,533.56 will pay annually an Employee Contribution of \$8,361.84 in 2017; will pay annually an Employee Contribution of \$8,768.78 in 2018 ( $14,533.56 \times 1.08 = 15,696.24$ , then  $15,696.24 - 14,533.56 = 1,162.68$ , then  $1,162.68 \times 0.35 = 406.94$ , then  $8,361.84 + 406.94 = 8,768.78$ ); will pay annually an Employee Contribution of \$9,208.27 in 2019; will pay annually an Employee Contribution of \$9,682.93 in 2020.

	<b>2017 Premium Cost</b>	<b>2017 Employee Contribution</b>
PPO-Spouse Only	\$10,208.28	\$6,613.92
PPO-Children Only	\$9,399.96	\$5,026.32
PPO-Full Family	\$19,901.76	\$10,692.48
HMO-Spouse Only	\$7,723.20	\$3,220.56
HMO-Children Only	\$6,825.84	\$3,808.56
HMO-Full Family	\$14,533.56	\$8,361.84
BlueAdv-Spouse Only	\$7,181.76	\$2,946.00
BlueAdv-Children Only	\$6,347.28	\$3,428.88
BlueAdv-Full Family	\$13,515.36	\$7,787.52
HDP-Spouse Only	\$8,895.24	\$4,631.04
HDP-Children Only	\$8,190.96	\$4,155.36
HDP-Full Family	\$17,342.16	\$10,362.72

	2018		2019		2020	
	2018 Premium Cost	2018 Employee Contribution	2019 Premium Cost	2019 Employee Contribution	2020 Premium Cost	2020 Employee Contribution
PPO-Spouse Only	Unknown	For all categories, 2017 Employee Contribution, plus 35% of the increase over the 2017 Premium Cost	Unknown	For all categories, 2018 Employee Contribution, plus 35% of the increase over the 2018 Premium Cost	Unknown	For all categories, 2019 Employee Contribution, plus 35% of the increase over the 2019 Premium Cost
PPO-Children Only	Unknown		Unknown			
PPO-Full Family	Unknown		Unknown			
HMO-Spouse Only	Unknown	For all categories, 2017 Employee Contribution, plus 35% of the increase over the 2017 Premium Cost	Unknown	For all categories, 2018 Employee Contribution, plus 35% of the increase over the 2018 Premium Cost	Unknown	For all categories, 2019 Employee Contribution, plus 35% of the increase over the 2019 Premium Cost
HMO-Children Only	Unknown		Unknown			
HMO-Full Family	Unknown		Unknown			
BlueAdv-Spouse Only	Unknown	For all categories, 2017 Employee Contribution, plus 35% of the increase over the 2017 Premium Cost	Unknown	For all categories, 2018 Employee Contribution, plus 35% of the increase over the 2018 Premium Cost	Unknown	For all categories, 2019 Employee Contribution, plus 35% of the increase over the 2019 Premium Cost
BlueAdv-Children Only	Unknown		Unknown			
BlueAdv-Full Family	Unknown		Unknown			
HDP-Spouse Only	Unknown	For all categories, 2017 Employee Contribution, plus 35% of the increase over the 2017 Premium Cost	Unknown	For all categories, 2018 Employee Contribution, plus 35% of the increase over the 2018 Premium Cost	Unknown	For all categories, 2019 Employee Contribution, plus 35% of the increase over the 2019 Premium Cost
HDP-Children Only	Unknown		Unknown			
HDP-Full Family	Unknown		Unknown			

Any Employee on approved unpaid leave of absence or any retired Employee up to the age of sixty-five (65) who is receiving an IMRF pension may maintain insurance benefits by making timely payment of all premiums decided by their employment status, which may be due to the Business Office.

2. Insurance Plan Board

The Union shall have one (1) seat on the Insurance Plan Board. The Insurance Plan Board shall review the insurance program. The primary purpose of the Insurance Plan Board is to oversee the insurance program. The Insurance Plan Board will review and consider information concerning carriers, investment income, claims paid, insurance reserves, stop loss limits, individual claim appeals, and other matters integral to the District's insurance program and its operations. The Insurance Plan Board will make advisory recommendations on the foregoing matters to the Board of Education. In no case will the Insurance Plan Board infringe on or otherwise violate the terms of this agreement or the rights of the Union to negotiate, under the Illinois Educational Labor Relations Act, mandatory subjects of bargaining, including but not limited to all matters related to insurance benefits.

3. Insurance Changes

Insurance benefits shall not diminish during the life of this Agreement.

4. Insurance While On Leave

Waukegan Professional Support Staff on an unpaid leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under Board sponsored group insurance plans.

5. Pro-Rata Benefits

Employees beginning an approved leave of absence, Employees hired during the school term, and Employees whose employment terminates by mutual agreement of the Waukegan

Professional Support Staff and the Board, or whose employment terminates by order of the Board, shall receive pro-rata compensation and benefits based upon the actual period of employment. All computations shall be based on the number of days the individual employee would work in a full year. All Board paid insurance benefits shall be based on a calendar year beginning the first day of the school term. Any employees whose benefits must be computed pro-rata shall have such done by dividing the actual number of work days by the number of days the individual employee would work in a full year and multiplying the result by the annual benefit involved. In the case of insurance premiums, the final result shall be rounded to the nearest month. In the case of vacation time, the final result shall be rounded to the nearest day. (For example: An employee works 103 days of a normal 210day work year. The insurance benefit is calculated as 103 days/210 days X 12 months = 5.89 months. This rounds off to six [6] months of insurance coverage.)

6. Notification to Employees of Premium Reversion

In any instance where Board payment of personal insurance premiums is to revert to Employee payment (during leaves, retirement, mid-year new hires, mid-year resignations, etc.), the Board shall so notify the affected Employee in writing at least thirty (30) days prior thereto, unless there are fewer than thirty (30) days to premium reversion in which case the Board shall notify the Employee immediately. Such notification shall be by certified mail.

7. New Employees

All insurance coverage for new Employees and Employees returning from an unpaid leave of absence who allowed insurance coverage to cease shall be effective on the first day of employment. If the first day of employment is other than the first day of the school term, Board paid premiums shall be as described in Paragraph 5, above.

**B. Worker's Compensation**

All Employees come under the provisions of the Illinois Worker's Compensation Act, which provides that the Board shall carry insurance on all Employees for injuries sustained in the pursuit of their work. Any and all accidents must be reported the Department of Risk Management and Employee Benefits immediately and they shall be referred to the Insurance Medical Services Director of Risk Management and Employee Benefits.

**C. Liability Insurance**

The Board shall provide liability insurance for Employees. Inquiries concerning this coverage should be made to the Director of Risk Management and Employee Benefits.

**D. Tax Sheltered Annuities**

Employees may subscribe to tax sheltered annuities under payroll authorization with the policy established by the Board and the regulations in effect.

**E. Credit Union Deductions**

Employees may subscribe to the Consumer Co-op Credit Union under payroll deductions. All deductions shall be authorized by the Credit Union in accordance with the regulations established between the Credit Union and District 60.

**F. Salary Protection Insurance**

Employees may subscribe to the group personal income protection plan under payroll deductions in accordance with the policy established by the Board and the regulations in effect. Inquiries concerning this item should be made to the Director of Risk Management and Employee Benefits.

**G. Term Life Insurance - Group A and B Employees**

The Board of Education shall provide for a term life insurance policy in the amount of fifty thousand dollars (\$50,000) for each Employee. The Board shall also allow employees to purchase optional supplemental life insurance in an amount of five times their salary or three hundred thousand dollars (\$300,000), whichever is less, per year funded by employee payroll deductions. These policies shall include an accidental death and dismemberment clause.

**H. Workshop Sessions**

Out of District workshop requests must be submitted to the Cabinet for approval by the office Employee's immediate supervisor. The District shall schedule at least one (1) one-half (1/2) day in-service training workshop per school year for Employees. Such workshops shall be held on non-pupil attendance days. The topic(s) for such workshops shall be developed by a joint Workshop Committee appointed by the Superintendent and the Union President. Attendance by all Employees shall be required.

**I. Professional Meetings**

Any Employee may apply for a professional development day. Employees must clearly state the purpose of the professional development request and its relation to their District position. The request form, if initiated by the Employee, must be tentatively approved by the building principal or immediate administrative head. Final approval to take a professional development day, without loss of salary may be granted by the Superintendent or designee.

**J. Retirement**

1. Participation in the Illinois Municipal Retirement Fund (IMRF) is mandatory for Employees in jobs requiring six hundred (600) or more hours per year. Further information relating to the IMRF shall be furnished by the Finance Office.
2. Upon retirement, after age fifty-five (55), as evidenced by the employee's application to the IMRF, employees shall be awarded one hundred twenty-five dollars (\$125) per year of service to this School District by the Board of Education. This applies only to Group A and B employees.
3. Employees retiring at the age of (55) or older shall receive one hundred dollars (\$100) per day for each unused sick day earned and accumulated in the Waukegan Public Schools above two hundred twenty (220) days. This amount shall be added to the Employee's final paycheck and be considered part of the Employee's final salary.
4. The Board of Education will contribute three hundred dollars (\$300) towards the monthly premium to the Waukegan Public Schools Preferred Provider Organization (PPO) or Health Maintenance Organization (HMO) health plan for Waukegan Professional Support Staff who retire with at least

twenty (20) years of service in Waukegan Public Schools, for seven (7) years following retirement. To be eligible, the employee must be enrolled in the PPO or HMO health plan by the end of the open enrollment period (usually late September) preceding the date of retirement. The Union and the Board agree to re-open negotiations on this topic if an Illinois Municipal Retirement Fund (IMRF) bill regarding retiree insurance becomes law.

#### **K. Tuition Reimbursement**

Any Employee wishing to take job related coursework may request reimbursement. Such request must be filed in advance with the Associate Superintendent for Human Resources and be accompanied by a course description and statement of expected tuition, fees and material cost. If the coursework is pre-approved in writing by the Associate Superintendent for Human Resources, the Employee shall be reimbursed, upon successful completion and verification, for the cost of receipted expenses not to exceed one thousand (\$1,000) per year.

When the administration requests and the Employee agrees to take a specific course or participate in a specific training program, the Board shall pay the full cost of tuition, books, fees, materials, and if required travel and lodging expenses, notwithstanding the limitations set forth above.

#### **L. Flexible Benefit Plan**

The Board shall establish and fund the administration of a flexible benefit plan. Such plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for Employees to deduct:

1. Dependent Health Insurance
2. Dependent Dental Insurance
3. Other Non-Reimbursed Medical/Dental Costs/Orthodontic Costs/Vision Costs
4. Child/Dependent Care Costs  
and other items as may be hereafter allowable under IRS Guidelines and Regulations or agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of such flexible benefit plan.

Employees working thirty (30) or more hours per week shall receive such overall compensation and Board contribution toward insurance coverage as outlined in Section A, above, on a pro-rata basis.

Each Employee shall declare, not later than the last day of open enrollment during the District open enrollment period their anticipated periodic cost of benefits under the plan for the upcoming benefit plan period, provided such anticipated cost does not exceed those provided for pursuant to the relevant IRS Guidelines and Regulations. Such declaration shall be irrevocable for the benefit plan period except as may be necessitated by a change in number of dependents or other qualifying event as allowed under relevant IRS Guidelines and Regulations. Employees shall be reimbursed provided the Employee has filed evidence of payment.

Should the total annual evidence of payment submitted by the Employee exceed the declared annual anticipated cost, the Employee shall receive as reimbursement the

declared annual anticipated cost. Should the total annual evidence of payment submitted by the Employee prove less than the declared annual anticipated cost, the Employee shall receive as reimbursement only the amount as specified through evidence of payment.

**M. Longevity Pay**

After five (5) years employment, Employees shall earn one (1) additional day of pay for each year of service, up to a maximum of fifteen (15) years. This longevity bonus shall be paid annually on the June 30 payroll.

**N. Early Retirement**

The Board shall offer an early retirement incentive program to Employees.

Eligibility

The Employee must:

1. Be age fifty-five (55) or more by June 30 of the year of retirement.
2. Have minimum of twenty (20) years service in District #60.
3. Submit notice of retirement by March 1 with an effective retirement date of June 30.

Benefit

The Board shall provide the retiring Employee with a four thousand dollars (\$4,000) bonus, part of which can be used to maximize the Employee's final three (3) months' salary to one hundred twenty-five percent (125%) of the highest monthly salary in the first forty-five (45) months of the final forty-eight (48) months of employment, with the balance payable to the Employee on the final paycheck.

Participation Limit

This retirement incentive is limited to five (5) Bargaining Unit Members in any given year. Should more than five (5) apply, selection shall be made on the basis of seniority. If the District implements an early retirement incentive, this five (5) Bargaining Unit Member limit will be waived to allow any and all employees who are eligible to receive the District early retirement incentive.

**O. IMRF 5+5 Plan**

In the event an IMRF 5+5 retirement incentive becomes law; the Board shall negotiate the implementation of the IMRF retirement incentive program with the Union.

**P. Extra Pay**

Employees who mutually agree with their supervisor to work their lunch period or through rest periods, because of workloads or other job requirements, shall be paid for such additional time at their hourly rate. The employee shall initiate the pay request through the signature of their immediate supervisor and notification to Human Resources and Payroll shall be made whenever this occurs. Payroll Form B is to be used for approval and reporting processes.



**Q. Incentive Coursework Compensation**

Effective July 1, 1999, Employees with:

1. Ninety (90) or more semester hours of approved accredited college credit shall receive an additional thirty-five cents (\$0.35) per hour above the salary schedule rate of pay; alternatively, a WPSS with a Bachelor's Degree from an accredited institution shall be placed at the thirty-five cents (\$0.35) level.
2. Employees with sixty (60) or more but less than ninety (90) approved accredited college credit shall receive an additional twenty-five cents (\$0.25) per hour above the salary schedule rate of pay; alternatively, a WPSS with an Associate's Degree from an accredited institution shall be placed at the twenty-five cents (\$0.25) level.
3. Employees with thirty (30) or more but less than sixty (60) approved accredited college credit shall receive an additional fifteen cents (\$0.15) per hour above the salary schedule rate of pay.

Academic coursework considered for incentive compensation must be shown to have direct relevance to the specific secretarial position whose occupant is seeking recognition (e.g. dictation, shorthand, note taking, accounting, computer language, data entry, keyboarding, etc.).

# ARTICLE X

## UNION RIGHTS

### **A. Dissemination of Information to Union**

1. The Board shall furnish to the Union President the following documents and kinds of information: Board agendas, official minutes of Board meetings, copies of individual school building handbooks and revisions, adopted Board policy manual affecting Bargaining Unit Members and their rules and regulations, annual auditor's report, current adopted budget, preliminary budget (display budget used prior to adoption of final budget), monthly financial reports, step and lane placement.
2. Employee lists including home addresses shall be given to the Union as soon as available each year and names and addresses of persons employed after that date shall be made available on a monthly basis.
3. The Board shall provide to the Union upon request any and all available information, statistics and records which are relevant to negotiations.
4. The Union Vice-President shall have the same rights and restrictions as the President with respect to receiving of and exchanging information.

### **B. Right to Enter Schools**

The President of the Union shall have the right to visit school buildings any time the President is not involved in work related duties. In addition, he/she may not interfere with the work related duties of the Employee or Employees to be visited. The President must sign out of his/her own building and sign into the visited building, in the Principal's Office.

### **C. Dues Deduction**

Any Employee who is a member of the Union or any other organization, who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues. Such authorization shall continue in effect from year to year unless revoked in writing. Such authorization shall include the deduction of the unpaid balance from the final check if the Employee terminated employment prior to the payment of the full amount of the authorized deduction. Dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete services to the District.

Dues deduction shall begin with the first pay period in November and conclude with the last pay period in May.

### **D. Listings**

The Union and its officers shall be listed in the School District Directory.

**E. Conventions/Union Business**

1. Union Conventions

Up to three (3) Bargaining Unit Members may attend the yearly IFT Convention for a period not to exceed one (1) day each without loss of salary. The Board shall pay for substitutes. Other costs shall be paid by the Union.

2. Union Business

The Union President and/or designee(s) may use up to four (4) days a year for Union business (provided the time is not related to any strike or protest activities in this or any other District).

3. Union President Release Time

The Union President shall be granted release time of two (2) hours per day to be mutually agreed between the President and the immediate supervisor, plus any urgent need upon mutual agreement, to conduct Union business.

4. Union Officers

Union officers may continue to perform occasional Union business during regular working hours, so long as such activities do not impair job performance of the individual or the operation of the office area to which the Employee is assigned.

**F. COPE Deduction**

The Board agrees, if on file in the Business Office by October 15, to honor contribution deduction authorization from its Bargaining Unit Members in the following form (or reasonable likeness, if the parties agree):

I hereby authorize the Board of Education to deduct from my salary during the last pay period in October only, the sum of \$ \_\_\_\_\_ and to forward that amount to the Lake County Federation of Teachers, Committee on Political Education (LCFT-COPE). This authorization shall continue in effect from year to year unless revoked by me in writing prior to October 15 of any school year, or upon termination of my employment. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to the COPE are not conditions of membership in the Union or of employment with the District.

**G. Fair Share**

All Employees covered by this Agreement who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non-member Employee from making voluntary political contributions in

conjunction with his or her fair share payment. The Union shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations.

No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board from the earnings of the non-member Employees, under the same time schedule as regular Union dues, and be paid to the Union.

This fair share agreement shall safeguard the right of non-association of Employees based upon bonafide religious tenets or teaching of a church or religious body of which such Employees are members. Such Employees may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the Employees affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member Employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. The Union and the Board shall comply with the fair share rules of the IELRB.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and Employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

# ARTICLE XI

## GRIEVANCE PROCEDURE

### A. Definition

A grievance is defined to mean a complaint by any member in the Bargaining Unit or the Union that there has been an alleged violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

Each grievance also must contain the names of the individual(s) directly affected by the alleged violation. The grievance must contain the location, date, specific relevant facts, relief requested and the Article and Section of the Agreement claimed to be violated.

### B. Purpose

The primary purpose of these procedures is to secure, at the lowest possible level, a solution to the problem.

### C. Scope

1. The failure of the aggrieved to act within the time limits set forth shall preclude further appeal of the grievance.
2. The failure of the Administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.
3. Time limits set forth in this procedure may be extended by mutual written agreement.
4. Probationary Employees may be disciplined or discharged without recourse to the grievance procedure.
5. Matters covered by statute and governmental agencies are not subject to the grievance procedure.
6. A grievance may be withdrawn at any level without establishing precedent.
7. "Working days" shall mean days on which the office of the Associate Superintendent for Human Resources is open.

### D. Formal Procedure

In the event these timelines cannot be met, they may be extended by mutual agreement of the appropriate administrator and the Union.

Step 1

- (a) The grievant(s) will contact the immediate supervisor and/or the principal/assistant principal (K-12) of the building involved, to resolve the matter informally, within five (5) working days after a reasonable person should have been aware of the alleged violation.
- (b) If a satisfactory agreement cannot be reached in Step 1(a), the grievant(s) will discuss it with the building principal (K-12) or the appropriate administrator within ten (10) working days after a reasonable person should have been aware of the alleged violation and five (5) working days after they have completed Step 1(a) before proceeding to Step 2. If the administrator responsible for handling the grievance in Step 1(b) is the same person that handled the grievance in Step 1(a) the grievant and the Union will skip Step 1(b) and proceed to Step 2 within ten (10) working days after a reasonable person should have been aware of the alleged initial violation.

Step 2      Statement to the Principal or Appropriate Administrator

The grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the Principal or other appropriate administrator within ten (10) working days of the completion of Step 1(b). The Principal shall, within ten (10) working days of the receipt of the grievance, confer with the grievant and/or his/her representative to try to resolve the grievance. Within ten (10) working days after the completion of the conference, the Principal or other appropriate administrator shall give his/her written decision. A copy of the decision shall be given to the Union and the grievant(s).

Step 3      Appeal to the Superintendent

In the event the grievance has not been resolved in the First Step, the grievant or the Union may file an appeal to the Superintendent or his/her designee. The Step 3 designee shall not be the same administrator as the one who heard the grievance at Step 2. The appeal shall be made within ten (10) days of the receipt of the Step 2 decision. The Superintendent or his/her designee shall confer with the Union in an effort to resolve the grievance within ten (10) working days of receipt of the appeal. The Superintendent, within ten (10) working days following the conference, shall file his/her written decision with the grievant and the Union.

Step 4      Appeal to the Board

In the event the grievance has not been resolved in the Third Step, the grievant or the Union may submit a written appeal to the Board. Such appeal shall be made within ten (10) working days after the receipt of the Superintendent's decision. The Board shall take up the matter no later than the second regular Board meeting following receipt of the appeal. A hearing may be held if either party so requests. The Board shall make its decision in writing within ten (10) working days after completion of the grievance meeting.

Step 5      Binding Arbitration

Within thirty (30) working days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration.

## **E. Arbitration**

### **1. Authority**

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

### **2. Selection Process**

The Board and the Union shall select a third party to act as the impartial arbitrator and the administrator of the proceedings.

The list can be provided by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS).

If a demand for arbitration is not filed within thirty (30) working days of the date for the time limits noted above, then the grievance shall be deemed withdrawn. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator and the AAA or the FMCS shall be divided equally between the parties.

## ARTICLE XII

### DURATION AND TECHNICAL CLAUSES

#### A. Board Rights

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by state or federal law, except as provided herein.

#### B. Board Policy

The provisions of this Agreement supersede any Board adopted policies in conflict therewith unless the provision is in violation of state or federal law.

#### C. Uninterrupted Service and Bargaining Guarantees

The Union and the members of the Bargaining Unit hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the said School District during the life of this Agreement.

Any changes in mandatory conditions of employment not covered herein for Employees in the bargaining unit shall be negotiated with the Union if requested. The Board must give the Union notice of such anticipated changes.

#### D. Savings

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction or the legislature, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that they violate the law, but the remaining Articles, Sections or Clauses shall remain in full force and effect for the duration of the Agreement.

#### E. Typing and Printing of this Agreement

The Union shall assume all responsibility related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. Copies shall be printed in the same manner, style, format and number as were printed for the previous Agreement. Final drafts going to the printer shall be agreed to by both parties. The Board shall reimburse the Union for the cost of such printing. Within twenty (20) working days after both parties sign the Agreement, the Board shall post the Agreement on the District website.

#### F. Duration

This Agreement shall be effective as of July 1, 2017, and shall remain in effect for the regular school years ending at the end of the regular school year June 30, 2020.



**G. Memorandums of Understanding and/or Agreement of Documents**


During the course of negotiations of this successor agreement, all active, known memorandums of understanding were negotiated and effectuated into this collective bargaining agreement. Any memorandum of understanding or agreement document between the Union and administration dated previous to the start of these renewal negotiations will be considered null and void by both parties. Any new memorandum of understanding signed during the course of these renewal negotiations shall either be included as an appendix to the new contract or incorporated into the language of the new contract.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives.

FOR THE BOARD OF EDUCATION OF

COMMUNITY UNIT SCHOOL DISTRICT  
NO. 60, LAKE COUNTY, ILLINOIS


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

9/21/17  
\_\_\_\_\_  
Date

FOR THE WAUKEGAN PROFESSIONAL  
SUPPORT STAFF

LAKE COUNTY FEDERATION OF TEACHERS,  
LOCAL NO. 504

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

9-12-17  
\_\_\_\_\_  
Date

# APPENDIX I

## (SALARY CLASSIFICATIONS)

### **CERTIFIED TECHNICIAN**

LC TECHNICAL ASSISTANT. TO SYSTEMS/SERVICE MANAGER – SYSTEMS MANAGEMENT  
LC TECHNICAL ASSISTANT TO NETWORK ADMINISTRATOR – NETWORK MANAGEMENT  
LC TECHNICAL ASSISTANT. TO SYSTEMS/SERVICE MGR.  
LC TECHNOLOGY SUPPORT TECHNICIAN – (2) (WHS-B)  
LC TECHNOLOGY SUPPORT TECHNICIAN - (2) (WHS-W)  
LC TECHNOLOGY SUPPORT TECHNICIAN (DIST. WIDE) (4)  
BROOKSIDE CAMPUS- PRINT SHOP LEAD (1)

### **SPECIALIST**

LC TECHNICAL SUPPORT SPECIALIST  
LC HELP DESK SPECIALIST FOR INFO. SERVICES DEPT.  
LC TRAINING SUPPORT SPECIALIST  
LC TECHNOLOGY SUPPORT TECHNICIAN (DIST. WIDE)  
LC PURCHASING SPECIALIST  
LC GRANTS/ BUDGETS SPECIALIST  
LC SEC TO THE DIR. OF BUDGETS & GRANTS  
LC ACCOUNTS RECEIVABLE  
LC ACCOUNTS PAYABLE  
LC SEC. TO DIR. & ASSISTANTS OF DIVERSE LEARNERS  
LC SECRETARY TO HEALTH SERVICES COORD, SLP COORD, OT/PT COORD. & PSYCH. COORD.  
LC DATA ENROLLMENT/ TRANSPORTATION & FACTS SECRETARY  
LC SECRETARY FOR MEDICAID /SP. ED. ACCOUNTS & SOCIAL WORK COORD  
LC SEC. TO PRIVATE DAY ALTERNATIVE SCHOOLS & MANIFESTATIONS DETERMINATIONS,  
PRIVATE/ALTERNATIVE PLACEMENT SPEC., & LOW INCIDENCE COORD.  
LC SEC. TO DIR. OF ENGLISH LANG. LEARNER PROGRAMS  
LC ENGLISH LANG. LEARNER PROGRAMS ACCOUNT SECRETARY  
LC HUMAN RESOURCES SPECIALIST (2)  
LC POSITION INVENTORY SPECIALIST (H.R.) (2)  
LC SEC. TO DIR., DEPARTMENT OF TEACHING & LEARNING & PRE-K COORD.  
LC SEC. TO STATE & FED. PROGRAMS COORD.  
LC SEC. TO ELEMENTARY CORE COORD. (3)  
LC SEC. TO MANAGER OF CHILD NUTRITION & TRANSPORTATION  
LC CHILD NUTRITION RELATED SERVICES SPECIALIST  
BROOKSIDE – SEC. TO LEAD CO-PRINCIPAL  
BROOKSIDE CAMPUS – SECRETARY TO SCHOOL DIRECTOR (9<sup>TH</sup>)  
BROOKSIDE CAMPUS – SECRETARY TO SCHOOL DIRECTOR (10<sup>TH</sup>)  
BROOKSIDE CAMPUS - SCHOOL STORE/TREASURER  
BROOKSIDE CAMPUS – SEC. TO DIVERSE LEARNERS & HEALTH CENTER  
BROOKSIDE CAMPUS - SECRETARY TO ATHLECTICS  
BROOKSIDE – SEC. TO COUNSELING SUITE & REGISTRAR

BROOKSIDE – SHINE PROGRAM ASSISTANT  
WASHINGTON CAMPUS - SECRETARY TO CO-PRINCIPAL  
WASHINGTON CAMPUS – SEC. TO SCHOOL DIRECTOR (11<sup>TH</sup>)  
WASHINGTON CAMPUS – SEC. TO SCHOOL DIRECTOR (12<sup>TH</sup>)  
WASHINGTON CAMPUS – SCHOOL STORE/TREASURER  
WASHINGTON CAMPUS – SEC. TO COUNSELING SUITE & REGISTRAR  
WASHINGTON CAMPUS - SEC. TO DIVERSE LEARNERS & HEALTH CENTER  
WELCOME CENTER - STUDENT SUPPORT SPECIALIST (4)  
WELCOME CENTER - SEC. TO STUDENT SUPPORT DIR. & MANAGER OF STUDENT DISCIPLINE  
WELCOME CENTER – PIE/ CHILD FIND SECRETARY  
AOEC – ALTERNATIVE EDUCATION SPECIALIST  
OPERATIONS – SEC. TO THE DIR. OF OPERATIONS

**CLASS 1A**

HEAD ELEM. SECRETARY (15)  
HEAD MIDDLE SCHOOL SECRETARY (5)  
LC – SWITCHBOARD  
LC - MAILROOM  
LC - SEC. TO DIR. OF CRISIS INTERVENTION AND SAFETY  
LC - ELL PROGRAM DATA SECRETARY  
EPIC CENTER BUILDING SECRETARY  
EPIC CENTER REGISTRATION SECRETARY  
AOEC - SEC. TO ORINCIAL OF AOEC  
WELCOME CENTER – ELL PROGRAM DATA SECRETARY  
WELCOME CENTER - STUDENT SUPPORT SERVICES SECRETARY  
WELCOME CENTER - CENTRAL FILE SECRETARY  
BROOKSIDE CAMPUS – PRINT SHOP ASSISTANTS (P/T) (5)

**CLASS 1**

ELEMENTARY SCHOOL ASSISTANT SECRETARY (15)  
MIDDLE SCHOOL ASSISTANT SECRETARY (5)



CHANGES TO THE ABOVE SHALL BE IN ACCORDANCE WITH THE LANGUAGE IN ARTICLE III.  
COMPENSATION, SECTION C. JOB DESCRIPTIONS, PARAGRAPH 1.

## APPENDIX II

### 2017-2018 Salaries

(Retroactive to July 1, 2017)

Step	I	IA	SP	CT
1	\$11.97	\$12.35	\$36,725.20	\$40,935.52
2	\$12.30	\$12.73	\$37,746.48	\$41,987.65
3	\$12.65	\$13.06	\$38,827.51	\$43,279.78
4	\$12.95	\$13.36	\$39,708.77	\$44,127.05
5	\$13.23	\$13.66	\$40,602.06	\$45,120.11
6	\$13.53	\$13.97	\$41,515.11	\$46,136.17
7	\$13.95	\$14.52	\$42,446.76	\$47,659.72
8	\$14.61	\$15.15	\$44,049.24	\$49,089.01
9	\$15.34	\$15.80	\$45,548.68	\$50,453.62
10	\$16.00	\$16.50	\$46,982.35	\$51,622.04
11	\$16.61	\$17.14	\$48,208.86	\$53,083.12
12	\$17.35	\$17.88	\$49,742.26	\$54,608.86
13	\$18.11	\$18.64	\$51,345.83	\$56,200.37
14	\$18.89	\$19.48	\$53,016.26	\$57,628.56
15	\$19.62	\$20.17	\$54,515.69	\$59,446.96
16	\$20.54	\$21.05	\$56,425.08	\$61,526.21
17	\$21.56	\$22.13	\$58,608.45	\$63,441.07
18	\$22.54	\$23.05	\$60,618.66	\$65,520.32
19	\$23.59	\$24.14	\$62,802.05	\$67,532.73
20	\$24.61	\$25.18	\$64,915.29	\$69,579.11
21	\$25.63	\$26.17	\$67,063.60	\$71,590.41
22	\$26.64	\$27.16	\$69,176.85	\$73,669.68
23	\$27.70	\$28.21	\$71,359.15	\$75,747.85

1. Employees shall move one step higher each year upon working or being on paid leave for at least one hundred eighteen (118) days if a ten (10)/eleven (11) month employee, or at least one hundred thirty (130) days if a twelve (12) month employee, including paid holidays, unless specifically stated otherwise for employees on certain types of Leaves of Absences.
2. Employees with fifteen (15) or more years of service in the District shall receive an additional one thousand dollars (\$1,000) annually.

3. Employees with twelve (12) or more but not fifteen (15) years of service in the District shall receive an additional five hundred dollars (\$500) annually.
4. Employees with eight (8) or more but not twelve (12) years of service in the District shall receive an additional two hundred fifty dollars (\$250) annually.
5. The Years of Service Stipend referred to above shall be paid annually on the last payday in December.
6. Elementary and Middle School Head Secretaries shall receive an annual stipend of two hundred and fifty (\$250) dollars, paid in June, if a full year of work in such position is completed.
7. Entry to the Computer Technician (CT) lane shall require job designation as a Computer Technician as well as A+ certification.
8. Waukegan Professional Support Staff who reach the end of the salary schedule in any year of this agreement shall have a wage increase equal to the regular schedule adjustment for that year of the agreement.

**APPENDIX III**  
**2018-2019 Salaries**

<b>Step</b>	<b>I</b>	<b>IA</b>	<b>SP</b>	<b>CT</b>
<b>1</b>	\$12.10	\$12.49	\$37,125.50	\$41,381.71
<b>2</b>	\$12.44	\$12.87	\$38,157.92	\$42,445.32
<b>3</b>	\$12.78	\$13.20	\$39,250.73	\$43,751.53
<b>4</b>	\$13.09	\$13.51	\$40,141.59	\$44,608.03
<b>5</b>	\$13.38	\$13.81	\$41,044.62	\$45,611.92
<b>6</b>	\$13.67	\$14.12	\$41,967.62	\$46,639.06
<b>7</b>	\$14.10	\$14.67	\$42,909.43	\$48,179.21
<b>8</b>	\$14.77	\$15.32	\$44,529.38	\$49,624.08
<b>9</b>	\$15.50	\$15.97	\$46,045.16	\$51,003.57
<b>10</b>	\$16.18	\$16.68	\$47,494.45	\$52,184.72
<b>11</b>	\$16.79	\$17.33	\$48,734.34	\$53,661.72
<b>12</b>	\$17.54	\$18.08	\$50,284.46	\$55,204.09
<b>13</b>	\$18.30	\$18.84	\$51,905.50	\$56,812.95
<b>14</b>	\$19.10	\$19.69	\$53,594.13	\$58,256.71
<b>15</b>	\$19.84	\$20.39	\$55,109.91	\$60,094.93
<b>16</b>	\$20.77	\$21.28	\$57,040.12	\$62,196.85
<b>17</b>	\$21.80	\$22.37	\$59,247.29	\$64,132.58
<b>18</b>	\$22.79	\$23.30	\$61,279.40	\$66,234.49
<b>19</b>	\$23.85	\$24.40	\$63,486.59	\$68,268.84
<b>20</b>	\$24.87	\$25.46	\$65,622.86	\$70,337.53
<b>21</b>	\$25.91	\$26.46	\$67,794.59	\$72,370.75
<b>22</b>	\$26.93	\$27.46	\$69,930.87	\$74,472.68
<b>23</b>	\$28.00	\$28.52	\$72,136.96	\$76,573.50

1. Employees shall move one step higher each year upon working or being on paid leave for at least one hundred eighteen (118) days if a ten (10)/eleven (11) month employee, or at least one hundred thirty (130) days if a twelve (12) month employee, including paid holidays, unless specifically stated otherwise for employees on certain types of Leaves of Absences.
2. Employees with fifteen (15) or more years of service in the District shall receive an additional one thousand dollars (\$1,000) annually.
3. Employees with twelve (12) or more but not fifteen (15) years of service in the District shall receive an additional five hundred dollars (\$500) annually.
4. Employees with eight (8) or more but not twelve (12) years of service in the District shall receive an additional two hundred fifty dollars (\$250) annually.

5. The Years of Service Stipend referred to above shall be paid annually on the last payday in December.
6. Elementary and Middle School Head Secretaries shall receive an annual stipend of two hundred and fifty (\$250) dollars, paid in June, if a full year of work in such position is completed.
7. Entry to the Computer Technician (CT) lane shall require job designation as a Computer Technician as well as A+ certification.
8. Waukegan Professional Support Staff who reach the end of the salary schedule in any year of this agreement shall have a wage increase equal to the regular schedule adjustment for that year of the agreement.



**APPENDIX IV**  
**2019-2020 Salaries**

Step	I	IA	SP	CT
1	\$12.23	\$12.62	\$37,530.17	\$41,832.77
2	\$12.57	\$13.01	\$38,573.84	\$42,907.97
3	\$12.92	\$13.35	\$39,678.56	\$44,228.42
4	\$13.23	\$13.66	\$40,579.14	\$45,094.26
5	\$13.52	\$13.96	\$41,492.01	\$46,109.09
6	\$13.82	\$14.28	\$42,425.07	\$47,147.42
7	\$14.26	\$14.83	\$43,377.14	\$48,704.36
8	\$14.93	\$15.49	\$45,014.75	\$50,164.98
9	\$15.67	\$16.15	\$46,547.05	\$51,559.51
10	\$16.35	\$16.86	\$48,012.14	\$52,753.54
11	\$16.97	\$17.52	\$49,265.54	\$54,246.64
12	\$17.73	\$18.27	\$50,832.56	\$55,805.82
13	\$18.50	\$19.05	\$52,471.27	\$57,432.21
14	\$19.31	\$19.91	\$54,178.31	\$58,891.71
15	\$20.05	\$20.61	\$55,710.61	\$60,749.96
16	\$20.99	\$21.51	\$57,661.85	\$62,874.80
17	\$22.04	\$22.61	\$59,893.08	\$64,831.62
18	\$23.04	\$23.55	\$61,947.35	\$66,956.45
19	\$24.11	\$24.67	\$64,178.60	\$69,012.97
20	\$25.14	\$25.73	\$66,338.15	\$71,104.21
21	\$26.19	\$26.75	\$68,533.56	\$73,159.59
22	\$27.22	\$27.76	\$70,693.12	\$75,284.43
23	\$28.31	\$28.83	\$72,923.26	\$77,408.15

1. Employees shall move one step higher each year upon working or being on paid leave for at least one hundred eighteen (118) days if a ten (10)/eleven (11) month employee, or at least one hundred thirty (130) days if a twelve (12) month employee, including paid holidays, unless specifically stated otherwise for employees on certain types of Leaves of Absences.
2. Employees with fifteen (15) or more years of service in the District shall receive an additional one thousand dollars (\$1,000) annually.

3. Employees with twelve (12) or more but not fifteen (15) years of service in the District shall receive an additional five hundred dollars (\$500) annually.
4. Employees with eight (8) or more but not twelve (12) years of service in the District shall receive an additional two hundred fifty dollars (\$250) annually.
5. The Years of Service Stipend referred to above shall be paid annually on the last payday in December.
6. Elementary and Middle School Head Secretaries shall receive an annual stipend of two hundred and fifty (\$250) dollars, paid in June, if a full year of work in such position is completed.
7. Entry to the Computer Technician (CT) lane shall require job designation as a Computer Technician as well as A+ certification.
8. Waukegan Professional Support Staff who reach the end of the salary schedule in any year of this agreement shall have a wage increase equal to the regular schedule adjustment for that year of the agreement.

## **APPENDIX V**

### **Policy & Procedure for Compensatory Time**

- 1) *Authorization to **Earn** Overtime/Compensatory Time:* Any Compensatory Time earned must have been authorized via the Authorization Form with required signatures of the immediate supervisor and Associate Superintendent for Human Resources.
- 2) *Authorization to **Use** Overtime/Compensatory Time:* Any Compensatory Time used must have been authorized via the Authorization Form with required signatures of the immediate supervisor.
- 3) The Compensatory Time Reconciliation record section must be filled out by the employee when submitting the Authorization Form for Overtime/Compensatory Time and must be signed by the Supervisor.
- 4) The Compensatory Time Log shall be maintained by the employee. All column information must be filled out at the time of earning and at the time of use. Any time logged must have been authorized showing the approval signature of the Supervisor (a signature stamp will not be recognized).
- 5) The Supervisor shall review and initial Compensatory Time Log at each time the employee requests authorization to earn and/or use Compensatory Time.
- 6) The Compensatory Time Log shall be attached to each Attendance Reporting Sheet sent to Payroll. This report is to be attached whenever Compensatory Time is earned or used. Payroll will review and verify accuracy.
- 7) All Compensatory Time earned must be used within the Fiscal Year in which it is earned.
- 8) If you are unable to use all of your Compensatory Time you shall be paid out no later than July 15<sup>th</sup> of each year.

04/04/2014

## APPENDIX VI

### AUTHORIZATION FOR OVERTIME/COMPENSATORY TIME FORM

**1) EARN:**

I, \_\_\_\_\_ authorize \_\_\_\_\_

Supervisor's Name (printed)	Employee's Name (printed)
Employee Work Location	

to work \_\_\_\_\_ hour(s) overtime on \_\_\_\_\_ reason \_\_\_\_\_

Number	Date(s)
--------	---------

**CHECK ONE:**

\_\_\_\_\_ This overtime shall be paid at the rate of one and one-half (1 1/2) hours.

\_\_\_\_\_ This overtime shall be banked as Compensatory Time at the rate of one and one-half (1 1/2) hours for each one (1) hour worked.

Employee's Name (printed)	Employee's Signature	Date
Supervisor's Name (printed)	Supervisor's Signature	Date
Associate Superintendent for Human Resources <small>(signature needed only for authorization of overtime/compensatory time)</small>		Date

### USE OF COMPENSATORY TIME

**(Sections 2 & 3 must be completed and signed accordingly)**

**2) USE:**

Employee's Name	Date
-----------------	------

Request

Please consider my request for approval of the following compensatory hours/days:

Date: _____	Hours: _____
Date: _____	Hours: _____
Date: _____	Hours: _____

### COMPENSATORY TIME RECONCILIATION RECORD

**3) RECORD:**

Beginning balance of compensatory days/hours..... \_\_\_\_\_

Number of compensatory days/hours being requested to use now..... \_\_\_\_\_

Number of compensatory days/hours remaining..... \_\_\_\_\_

NOTE: Please submit a new form when additional days are earned or requested.

Employee's Name (printed)	Employee's Signature	Date
Supervisor's Name (printed)	Supervisor's Signature	Date

\*Please attach your compensatory time log with each new request to use compensatory time.  
 \*All compensatory time must be used within the fiscal year it is earned.  
 \*There will be **NO** carryover of compensatory time from one fiscal year to the next.  
 \*Any compensatory time remaining at the end of the fiscal year will be paid out no later than July 15.  
 \*If you do have remaining compensatory time at the end of the fiscal year please submit, for payment, your compensatory log to Kate Passanante, Lincoln Center Payroll Office, by June 15.

