

AGREEMENT

BETWEEN

**HAMILTON COUNTY COMMUNITY UNIT DISTRICT NO. 10
MCLEANSBORO, ILLINOIS**

AND

**HAMILTON COUNTY FEDERATION
OF
SCHOOL RELATED PERSONNEL NO. 6377
(TEACHER AIDES)
AND
(FAMILY RESOURCE COORDINATOR)**

2011-2012 Through 2012-2013

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. AGREEMENT	
Section 1.1 Agreement	4
ARTICLE 2. RECOGNITION	
Section 2.1 Recognition	4
Section 2.2 General Principle of Negotiations	4
ARTICLE 3. MANAGEMENT RIGHTS	
Section 3.1 Management Rights	4
ARTICLE 4. EMPLOYEE RIGHTS	
Section 4.1 Personnel File	5
Section 4.2 Fair Share	5
Section 4.3 Payroll Deduction	6
ARTICLE 5. WORKING CONDITIONS	
Section 5.1 Work Day	6
Section 5.2 Lunch Breaks	7
Section 5.3 Discipline	7
Section 5.4 Assistance in Control of Students	7
Section 5.5 Unsafe or Hazardous Working Conditions	7
Section 5.6 Posting of Vacancies	7
Section 5.7 Absences	8
Section 5.8 Physical Management	8
Section 5.9 Drug Testing	8
Section 5.10 Employee Information	8
Section 5.11 Evaluation	9
Section 5.12 Mt. Vernon Teacher Conference	9
ARTICLE 6. SENIORITY	
Section 6.1 Definition	9
Section 6.2 Probationary Period	9
Section 6.3 Termination of Seniority	9
Section 6.4 Seniority while on Authorized Unpaid Leave of Absence	10
Section 6.5 Annual Seniority List	10
Section 6.6 Seniority while on Honorable Discharge	10
Section 6.7 Temporary Re-assignment	10
ARTICLE 7. GRIEVANCE PROCEDURE	
Section 7.1 Introduction	11
Section 7.2 Representation	11
Section 7.3 Initiation of Grievance	11
Section 7.4 Procedures	11
Section 7.5 Additional Procedures	12

TABLE OF CONTENTS (Cont.)

	<u>Page</u>
ARTICLE 8. LEAVES	
Section 8.1 Sick Leave	14
Section 8.2 Personal Leave	14
Section 8.3 Jury Duty	14
Section 8.4 Bereavement Leave	15
ARTICLE 9. FRINGE BENEFITS	
Section 9.1 Hospitalization and Life Insurance	15
Section 9.2 Retirement Contribution/IMRF	16
Section 9.3 Mileage Reimbursement	16
Section 9.4 Early Retirement Incentive	16
ARTICLE 10. COMPENSATION	
Section 10.1 Salary Increase 2011-12 & 2012-13 School Years	17
ARTICLE 11. NO STRIKE – NO LOCKOUT	
Section 11.1 General Employee and Union Responsibilities	18
Section 11.2 Union Responsibilities	18
Section 11.3 Union’s Communications Responsibilities	18
Section 11.4 No Lockout	18
ARTICLE 12. EFFECT AND DURATION OF AGREEMENT	
Section 12.1 Period Covered	19
Section 12.2 Savings Clause	19
Section 12.3 Content of Agreement	19
Section 12.4 Changes	19
ARTICLE 13. TERMS OF AGREEMENT	19
APPENDIX A	
Salary Schedule – Aides	20

ARTICLE 1 AGREEMENT

1.1 Agreement

This Agreement sets forth the wages, benefits, working conditions, and rights of the employee units of the Board of Education of Hamilton County Unit 10 Schools as listed in Article 2 of this Agreement.

ARTICLE 2 RECOGNITION

2.1 Recognition

The Board and the Federation agree that the following units shall be included in the Agreement: all full and permanent part-time aides and the Family Resource Center Coordinator. Excluded from the Agreement are the Library Technician, Daycare Program Director, all supervisors, managerial employees, confidential employees, substitute and short-term employees as defined in the Act and all other employees. For each regularly employed full-time employee (75% or more of the school day), the Board shall provide health insurance and life insurance coverage as outlined in Article 9.1. The school day is defined as a 7 hour day (typically 8:00 a.m. – 3:30 p.m.) or 7.5 hours - .5 hour lunch.

2.2 General Principle of Negotiations

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort.

“Good faith effort” is defined as the mutual responsibility of the Union and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party’s proposals, or be compelled to reach agreement on specific topics.

ARTICLE 3 MANAGEMENT RIGHTS

3.1. Management Rights

Except as expressly amended, changed or modified by a provision of this Agreement, the Employer retains traditional and constitutional rights to operate the District. The District retains the respective rights as Employer as defined by the Illinois Educational Labor Relations Act. When the District can identify an available, qualified, and acceptable substitute, the District shall hire a substitute when a teacher aide is used as a qualified classroom substitute teacher. All powers, rights, authority and responsibilities conferred upon the Board in the above sentences other than specifically included in this Agreement are reserved for the Board.

ARTICLE 4 EMPLOYEE RIGHTS

4.1 Personnel File

Employee has the right to review his/her personnel file and to place any rebuttal memorandum therein. Within three (3) working days after having submitted a written request, each employee shall have the right to review the contents of his/her personnel file. The Employee's review of his/her file shall be in compliance with rules and regulations of the Employee's Records Act (PL#83-1104). The employee, at his/her written request, may have a Federation member present during the review of his/her personnel file.

4.2 Fair Share

1. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union provided, however, that the Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
3. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted, their work locations, and available space to post a notice concerning fair share.
4. The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
5. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
6. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Union and the Board hereby agree to comply with Labor Board rules. The Board shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector(s).
7. The Hamilton County Federation of School Related Personnel No. 6377, the Illinois Federation of Teachers and the American Federation of Teachers shall jointly and severally indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

8. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.
9. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to the employee's proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Education Labor Relations Board in accordance with its rules.

4.3 Payroll Deduction

Employees covered by this Agreement have the right to join, or not to join, the Union.

The Board shall, upon the written request of an employee, withhold from the compensation of that employee any dues, payments, or contributions payable by such employee to any employee labor or professional organization. Under such arrangement, an amount shall be withheld from each regular payroll period which is equal to the pro rata share of the annual dues plus any payments or contributions and the Board shall transmit such withholdings to the specified professional or labor organization within ten working days from the time of the withholding.

The Union agrees to indemnify and hold the District harmless against any and all claims, demands, suits, errors or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Section or in compliance with any agreed upon forms and/or procedures related to this Section.

ARTICLE 5 WORKING CONDITIONS

5.1 Work Day

On or before August 15, the District will provide each employee a notice of the employee's work location and assignment and the name of the immediate supervisor, with all information being broken down by specific item within the format. The Superintendent or designee reserves the right to adjust the above conditions beyond August 15 and during the school year so as to meet the operational needs of the District. However, recognizing that other circumstances prevail in such decisions each year, including, but not limited to, the level of state and federal funding programs, such assignments may not be finalized, if at all, until some time after the commencement of the school year. If the district decides to discontinue the position of Family Resource Coordinator, the employee filling the position at the time the decision was made, shall be allowed to "bump" into an aides position without loss of seniority. The employee shall receive pay based on the aides scale with credit for years of service to the district.

The regular school day for all aides shall be seven and one-half (7 ½) hours, inclusive of a thirty (30) minute duty free lunch. The Family Resource Center Coordinator shall work eight hours per day, inclusive of a duty free lunch, with a flexible schedule based on workload. The normal workdays for all positions shall be weekdays (i.e. Monday through Friday).

It is understood that this time limit shall not apply to class related events, academic related events, class-related trips, meetings with administration, staffings, parent-teacher conferences, and school sponsored open house which are a part of the bargaining unit employee's responsibilities for which there will be no additional compensation and which events employees shall be required to attend.

5.2 Lunch Breaks

Every full-time employee shall be entitled to and be allowed a duty free lunch period not less than 30 minutes each day. An aide whose assignment requires him/her to assist a student with lunch and who therefore does not receive a duty free lunch shall work 30 minutes less per day. The Administration shall determine employee lunch schedules.

5.3 Discipline

The Employer shall practice progressive discipline, which shall include verbal warning, written warning, suspension, or dismissal, depending upon the severity of the infraction.

5.4 Assistance in Control of Students

Control of students shall be considered part of the job as determined by the employee's immediate supervisor. Prior to the beginning of each school year, the immediate supervisor shall review appropriate procedures with all employees.

5.5 Unsafe or Hazardous Working Conditions

Employees are required to bring to the attention of their supervisor potential unsafe and/or hazardous working conditions.

5.6 Posting of Vacancies

All vacancies covering bargaining unit positions shall be posted in the Central Office of each attendance center as they occur. Except in cases of emergency, as determined by the Superintendent or designee, no vacancy shall be filled in less than ten (10) days after the first posting. The District shall mail said posting to the Union President during periods during the summer months when school is not in session. Any and all requests from employees for transfers to the vacancies will be considered. Final selection shall be determined by the Board of Education, upon recommendation of the Superintendent. Such positions shall contain the following information:

1. Classification,
2. Starting date,
3. Rate of pay,
4. Full or part-time, and
5. Other information deemed appropriate by the Superintendent.

5.7 Absences

All absences are to be reported to the principal or other assigned supervisor in accordance with established procedures. Employees unable to notify the principal or other assigned supervisor are required to report absences to a place or person to be designated by the Superintendent or designee.

5.8 Physical Management

Any employee who feels that his/her assigned student's physical size puts both the student's welfare and the employee's welfare at risk shall request a meeting with the Administration. Such a meeting shall consist of the employee, immediate supervisor, superintendent, and union representation if so desired by the employee. Aides who provide physical management shall be required to wear a supportive back brace which will be supplied by the district.

5.9 Drug Testing

In order to help provide a safe work environment and to protect the public by ensuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Administration may require employees to submit to urinalysis, or other appropriate testing, at a time and place designated by the Administration. Alcohol and drug testing may also be required in compliance with state and/or federal regulations governing one or more employee classifications. If an employee tests positive in any such test, a second test shall be conducted as soon as possible. The results of these tests shall be sent to the District, but will remain confidential, to the extent possible under the applicable law, and if both tests are positive, the employee shall be advised confidentially to seek medical assistance and advice from his/her Union representative. If after a reasonable period of time for rehabilitation, as determined by the Superintendent or his designee, the same employee tests positive a second time, the test results shall be submitted to the Superintendent for appropriate action. The District shall not be limited in the number of tests required of employees each year. Unlawful use of drugs or the failure to cooperate in testing under this Section shall be cause for immediate discharge.

The District shall pay for any and all testing. Testing shall be done on a random basis except in cases where there is "cause".

5.10 Employee Information

At the time of employment and each year thereafter, the employer shall furnish to each employee a statement as to the Employee's salary schedule placement, sick days and personal days accumulated as of July 1st, and other pertinent information related to the employee's employment. Each employee shall within twenty (20) days return a signed copy of the statement if they agree that the information is correct or contact the unit office and request a conference for an explanation or correction of the statement. The information contained in the statement shall be deemed correct if the employee fails to return a signed copy or does not request a conference within twenty (20) days.

5.11 Evaluation

Employees shall be evaluated one (1) time per school year for the first 2 years of employment. Employees that have completed two (2) or more years of service shall be evaluated 1 (one) time every other school year. Additional evaluations may be conducted at the discretion of the principal in the non-scheduled year if concerns exist that warrant such evaluation/improvement.

5.12 Mt. Vernon Teacher Conference

Employees shall be required to attend and fully participate in the Mt. Vernon Teachers' Conference. Full participation shall be defined as attendance verification in four of the five session activities each day (one activity time allowed for lunch or lunch alternative) as documented by submission of a legible copy of the Mt. Vernon Conference CPDU Evidence of Completion Form or other appropriate document as approved by the Superintendent. Submission of the copy shall be made by the employee to their respective building principal within five (5) school days after the Mt. Vernon Conference. Failure to provide proper attendance verification shall result in a dock in pay equivalent to one-half or one day of the employee's daily rate as appropriate for each day.

ARTICLE 6 SENIORITY

6.1 Definition

Seniority shall be defined as the "length of service from the first day of hire as a regular employee covered by this agreement". Part-time employees shall accrue seniority on a pro-rata basis. In addition, seniority shall, for purposes of this Agreement, be defined as an employee's length of continuous service to the District in a position that is covered by this agreement.

6.2 Probationary Period

Newly hired employees shall be considered probationary during their first year of employment. For this purpose, the definition of their first year shall be 180 school calendar days.

Employees shall have no seniority until completion of their probationary period. Any time during this period, a probationary employee can be discharged "at will". Such employees shall be prohibited from using the Grievance Procedure for a discharge. Upon completion of the probationary period, the employee's seniority date shall become his/her original date of employment.

6.3 Termination of Seniority

Seniority shall be terminated when an employee:

1. resigns or otherwise quits;
2. leaves employment to be employed elsewhere;
3. is discharged
4. retires;

5. is laid off for a period exceeding twelve (12) months (exception may be a case involving Workman's Compensation, which will be determined upon reviewing the regulations in force);
6. is absent for three (3) consecutive scheduled work days without proper notification and authorization;
7. fails to return to work at the conclusion of an approved leave of absence or vacation;
8. accepts other employment without the District's written approval during a period of authorized leave of absence; or
9. declines employment offered by the district for any full time position in the bargaining unit.

6.4 Seniority While on Authorized Unpaid Leave of Absence

Employees will continue to accrue seniority credit for all time spent on authorized unpaid leave of absence up to three (3) months, which shall not include other employment. Vacation, sick leave, authorized holidays and other benefits will not be earned while on an authorized unpaid leave of absence.

6.5 Annual Seniority List

Prior to February 1 of each school term, the administration shall post a listing of the seniority rank of all employees in the school district covered by this Agreement. Each employee shall then have twenty (20) employment days thereafter to file a written objection to his/her ranking and shall detail the alleged specific error in the ranking. Failure to make such timely objections will be deemed as acceptance of the ranking, and the employee cannot thereafter challenge his/her seniority for the school term.

6.6 Seniority While on an Honorable Dismissal

If an employee covered under this agreement is given an Honorable Dismissal, but returns within the next two school calendar years, that employee shall retain his/her original date of employment for seniority rights.

6.7 Temporary Re-assignment

An employee may accept a re-assignment to another job in the District outside this bargaining unit's classification for no more than one school year. At the end of that school year, the employee will be allowed to return to the bargaining unit in a teacher aide position with seniority rights retained as when they left for the reassignment. However, seniority will not accrue nor salary schedule movement occur during the length of employment in the job that is outside this agreement. An employee re-assigned to a position outside the bargaining unit shall not be covered under the terms of this agreement during the period of the re-assignment, except for Section 6.7.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 Introduction

Should a difference arise between an employee and the Employer as to an alleged violation, misinterpretation or misapplication of specific provisions of this Agreement, it shall be settled in accordance with the Grievance Procedure as set forth below:

7.2 Representation

The grievant has the right to representation of choice in the Grievance Procedure. The grievant shall be present at all grievance discussions unless the Board, Union, and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

7.3 Initiation of Grievance

The Grievance shall be presented by an employee promptly so that the facts can be readily obtained. The time limit shall be established as within ten (10) working days of the occurrence that comprised the Grievance.

7.4 Procedures

The parties acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems through informal and free communications. If, however, the informal process fails to satisfy the employee, a grievant may be accompanied by a representative of choice:

Step One

The employee or the Union shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date the grievance was received. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement, which are applicable, and shall state the remedy requested. The supervisor shall arrange for a meeting to take place with the grievant within ten (10) days after receipt of the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within five (5) days of the meeting.

Step Two

In the event a grievance has not been satisfactorily resolved at Step One, the grievant may present the grievance within ten (10) days to the Superintendent, who will follow the same provisions as established in Step One.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the grievant shall file, within ten (10) days of receipt of the Superintendent's decision at Step Two, a request for a hearing with the Board. The Board shall meet with the grievant within fifteen (15) days after receipt of the request for a hearing. The Board, or their designee, shall file an answer within ten (10) days of the hearing and communicate it in writing to the grievant and the Superintendent.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievance shall proceed to binding arbitration. The Union shall submit to the Superintendent a written request on behalf of the Union and the grievant to enter into binding arbitration. If a demand for binding arbitration is not filed within twenty (20) days of receipt of the Step Three decision, then the grievance shall be deemed withdrawn. Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Union requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of arbitrators in accordance with their procedures. The selection of an arbitrator shall also be accomplished in accordance with AAA procedures. Expenses for the arbitrator's services shall be borne equally by the District and the Union.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in their opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to them in writing by the District and the Union, and their decision must be based solely and only upon their interpretation of the meaning or application of the express relevant language of the Agreement.

7.5 Additional Procedures

1. *Bypass*
By mutual written agreement of the parties, any step of the grievance procedure may be bypassed.
2. *Withdrawal*
A grievance may be withdrawn at any level without establishing a precedent.
3. *Settlement*
By mutual agreement of the parties, a grievance may be settled at any step without establishing precedent.
4. *Costs of Arbitration*
The fees and the expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter. If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.

5. *Cooperation*
The District and the Union shall cooperate in the investigation of any grievance.
6. *Handling of Grievance*
Any investigation or other handling or processing of any grievances by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program, District operations, and related work activities of the grievant or of the District's employees.
7. *Contract Expiration*
A grievance arising under this Agreement may be processed through the grievance procedure until resolution even after expiration of the Agreement.
8. *Bar to Appeal*
Failure of a grievant or the Union to act on any grievance within the prescribed time limits will act as bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
9. *No Reprisal*
No reprisal shall be taken by the District or the Union against any employee because of the filing or participation in a grievance, or not participating in a grievance.
10. *Definition*
When the term "days" is used in this Article, it shall be defined to mean "days when school is in session" except that when school is not in session, it shall be defined to mean weekdays.
11. *Expedited Arbitration*
Upon completing a mutual written agreement by the Superintendent and the Union, the expedited arbitration rules of the AAA shall be utilized instead of the voluntary labor arbitration rules.
12. *By-pass of Arbitration to Grievance Mediation*
By mutual written agreement, the Superintendent and Union may elect to enter into a grievance mediation prior to submitting the grievance to arbitration. The parties shall mutually agree, in writing, on the procedures for mediation, including the handling of any costs to implement the process and selecting a mediator. If the parties can't agree on a mediator, then the Federal Mediation Service shall be contacted to provide a mediator.

ARTICLE 8 LEAVES

8.1 Sick Leave

The Board shall grant to each full-time employee fourteen (14) days sick leave for each year worked. If any employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum of two hundred (200) days. Upon maximum accumulation, unused sick leave awarded at the beginning of the school year will be held in escrow to be used at retirement if needed to reach the maximum allowable days for the IMRF retirement pension benefits (i.e., Upon accumulation of 200 days, the following year the employee will receive 14 days. If 5 days are used, the remaining 9 days will be held in escrow.)

Part-time employees who are employed at least on a half-time basis will receive seven (7) non-cumulative sick leave days per year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.

For purposes of the Section, “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, brother-in-law, sister-in-law, parent-in-law, aunts, uncles, nieces, nephews and legal guardians.

8.2 Personal Leave

Each full-time employee shall have two (2) personal leave days per school year. Personal leave days may be accumulated to a maximum of four (4). Part-time employees who are employed at least on a half-time basis will receive one (1) non-cumulative personal leave day per year. Employees will be awarded one (1) additional personal day after 15 years of service to the district and an additional personal day after 25 years of service to the district. Employees shall notify the Superintendent at least three (3) days in advance of the requested use of personal leave days. However, the Superintendent may waive this advance notice requirement in emergency situations. No more than one (1) bargaining unit member in any one building may use personal leave on the same day unless approved by the Superintendent.

Personal leave shall not be used on the following days unless special exception is granted by the Superintendent based on the individual merits of the request:

1. The working day before or after a designated school holiday.
2. The working day before or after any scheduled break.

Unused personal leave days shall accumulate as sick leave days.

8.3 Jury Duty

Employees summoned to jury duty when school is in session shall receive full salary during the time the member is on jury duty provided the member pays to the District the fees for performing jury duty service.

Employees issued a court subpoena concerning matters relating to their employment by the District shall be paid for each working day of required absence, providing the member pays to the District any witness fees received. This provision is not applicable if the member is subpoenaed to testify under the following conditions:

1. A matter in which either the member, or any of the member's family, or any business associate has a financial interest.
2. If the employee is a witness against the School District, the Board of Education, or its representatives as the result of any legal actions commenced by or on behalf of the Union, its agents or members, or as the result of any legal actions arising from collective negotiations between the parties.

The final decisions as to applicability of such leave to be paid by the District shall be at the discretion of the Superintendent.

8.4 Bereavement Leave

Any full time employee may be excused for whatever number of days necessary for the funeral of his/her immediate family. Any days in excess of three (3) will be charged to sick leave. For purposes of this Section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, brother-in-law, sister-in-law, parent-in-law, aunts, uncles, nieces, nephews, and legal guardians. In addition, one of the three bereavement leave days can be used for the funeral of a close friend or a non-immediate family member not previously mentioned. The three (3) days for bereavement leave will not accumulate from year to year.

ARTICLE 9 FRINGE BENEFITS

9.1 Hospitalization and Life Insurance

The Board shall provide 75 percent of the rate of the individual health insurance, and 100 percent of the life insurance premium for \$15,000 in life insurance coverage. For eligible employees as defined in Article 2.1, the health and life insurance benefit is made available only to those employees working 75% or more of the time.

An insurance committee consisting of teachers, Board members, administrators, and employees covered by this Agreement shall meet annually to evaluate the District's insurance program. The Committee's considerations shall include but not be limited to costs, coverage and possible re-bidding of the insurance package. The committee shall, after consultation with their respective groups, make recommendations to the Board of Education for a final decision on the carrier, plan, and coverage. The employer shall notify the Union at least sixty (60) days in advance of the change in insurance plans or carriers.

9.2 Retirement Contribution/IMRF

The District will participate in the Illinois Municipal Retirement Fund for all employees eligible to participate in it and shall tax shelter such contributions as permissible by law.

9.3 Mileage Reimbursement

Employees who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in the authorized service to the school district shall be reimbursed at the rate established by Central Management Services as of July 1 of that year.

9.4 Early Retirement Incentive

The Board shall recognize the service of full-time employees who have rendered at least ten (10) years of creditable service to Hamilton County Unit No. 10 and who are eligible to receive regular retirement pension benefits through the Illinois Municipal Retirement Fund (IMRF) of the State of Illinois.

- A. Requirements to Qualify – To be eligible for this benefit, an employee must comply with all of the following requirements and limitations:
1. Must have a minimum of ten (10) and a maximum of thirty-five (35) years full-time employment in the bargaining unit with Hamilton County Unit No. 10 before being eligible for this early retirement incentive; and
 2. Must submit an irrevocable letter of resignation for retirement. As many as the last four (4) years of an employee's career may be included in the pre-retirement period. An irrevocable letter of resignation establishing the date of retirement will create and determine the length of the pre-retirement period. During the pre-retirement period, the employee shall be removed from the salary schedule and will receive a 6% increase in each year of the pre-retirement period, but not to exceed 4 years.
 3. The irrevocable letter of resignation for retirement must be filed on or before September 1 of the year up to, and including, the school year of retirement. The pre-retirement period may be from 1 to 4 years in duration depending upon when the irrevocable letter of resignation is received and the specified effective date of retirement. For example, employees who file by September 1, 2011 may indicate a retirement date of June 30, 2012, 2013, 2014, or 2015. Employees indicating retirement in 2012 will have a pre-retirement period of 1 year. Employees indicating retirement in 2013 will have a pre-retirement period of 2 years. Employees indicating retirement in 2014 will have a pre-retirement period of 3 years. Employees indicating retirement in 2015 will have a pre-retirement period of 4 years.
 4. No employee may participate in this incentive program if the employee does not retire after their thirty-fifth (35) year of creditable service and present an irrevocable letter of resignation indicating such plan to retire before then.

B. Aspects of the Plan

For employees who qualify under the plan, the Board shall remove the employee from the salary schedule and increase the employee's earnings by six percent (6%) over the previous year's salary as determined by the employee's placement on the salary schedule in the year prior to the retirement notice. The 6% increase will be calculated based on the employee's previous year's base salary excluding any overtime or extra-duty pay. The six percent (6%) will be paid over the employee's remaining pay periods prior to retirement. During the pre-retirement period after irrevocable notice is given, the employee will not be allowed to work or be paid for any overtime or extra-duty as to comply with Public Act 97-0609 and prevent any Accelerated Payment requirements from IMRF by the Board.

Four Year Notice Example (Retirement in 2015)

2010-11 Salary – 20,000

2011-12 Salary – 21,200 (20,000 x 1.06%)

2012-13 Salary – 22,472 (21,200 x 1.06%)

2013-14 Salary – 23,820.32 (22,472 x 1.06%)

2014-15 Salary – 25,249.54 (23,820.32 x 1.06%)

**ARTICLE 10
COMPENSATION**

10.1 Salary Increase 2011-12 & 2012-13 School Years

- A. Aides employed by the District shall be paid in accordance with the salary schedule attached and identified as Appendix A for the term of this contract, which includes one percent (1%) plus step movement per year. Employees that do not qualify for step movement will receive a 2% increase that includes the \$85 longevity payment for the 2011-12 and 2012-13 school years. This Section 10.1-A supersedes Section 10.1-D sentence one only for the length of this contract.

In order to address the Accelerated Payment penalties enacted by Public Act 97-0609 and in verification that the 2010-11 teacher aide salary schedule shows a mathematical salary increase from Step 16 to Step 17 of over 8.45%, the following revised 2010-11 steps are proposed prior to calculating step plus one percent (1%) movement for the 2011-12 salary schedule:

Step 15 - \$22,405 (currently \$21,817 in 2010-11)
Step 16 - \$23,228 (currently \$22,177 in 2010-11)
Step 17 - \$24,052 (currently \$24,052 in 2010-11)

- B. The Family Resource Center Coordinator shall be paid \$32,000 for a 180 day assignment in the 2011-12 school year with a one percent (1%) increase in 2012-13. This salary is open for negotiation if there is a change in staff in this position.
- C. To be eligible to move down the salary schedule, a bargaining unit member must have been employed more than 50% of the school year (180 days) and more than 50% of the school day the previous school year. Not included in this calculation is substitute aide work.
- D. Any bargaining unit member whose rate of pay does not increase as a result of his/her step movement on the salary schedule shall receive longevity payment of \$85.00 per year for every year off of the salary schedule or one percent (1%) of his/her rate of pay, whichever is larger. Longevity is defined as an additional payment for each additional year after reaching the last downward step on the salary schedule after step 17 for Teacher Aides, and after year 17 in the District for the Family Resource Center Coordinator.
- E. Overtime, extra trips, additional pay, pay docks, etc., will be made in equal installments from each check received.

ARTICLE 11
NO STRIKE – NO LOCKOUT

11.1 General Employee and Union Responsibilities

Neither the Union or any officers, agents, or employees shall instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of Employer at any location during the term of this Agreement or any agreed upon extension of this Agreement.

11.2 Union Responsibilities

It is agreed that the Union will, within one (1) week of the date of the signing of this Agreement, serve upon the Superintendent a written notice which will list the Union's authorized officers and stewards.

11.3 Union's Communications Responsibilities

In the event of an unauthorized action by any employee, in violation of Section 11.1, the Union, within twenty-four (24) hours of being informed of such action, will notify the Superintendent in writing that said Union will make every reasonable effort to assure compliance with Section 11.1 of the Agreement.

11.4 No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 12
EFFECT AND DURATION OF AGREEMENT

12.1 Period Covered

This Agreement shall become effective on July 1, 2011 and shall continue in full force and effect through June 30, 2013.

12.2 Savings Clause

In the event that any of the provisions of this Agreement shall conflict with any State or Federal law, such provision shall be deemed to be modified sufficiently in respect to either or both of the parties to the extent necessary to comply with such laws and regulations and the remaining portion of the Agreement shall remain in full force and effect.

12.3 Content of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Union. Both parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity is set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights, which might otherwise exist under law to negotiate over any matter during the term of this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive Board prerogatives.

12.4 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written agreement.

ARTICLE 13
TERMS OF AGREEMENT

Effective Date: July 1, 2011

Termination: June 30, 2013

Board President

Union President

Board Secretary

Union Secretary

**APPENDIX A
TEACHER AIDES SALARY SCHEDULE**

Steps	2011-12	2012-13
1	13,010	13,140
2	14,322	14,465
3	15,636	15,792
4	16,483	16,648
5	17,820	17,998
6	18,257	18,440
7	18,693	18,880
8	19,256	19,449
9	19,691	19,888
10	20,127	20,328
11	20,436	20,640
12	20,870	21,079
13	21,307	21,520
14	21,798	22,016
15	22,629	22,855
16	23,460	23,695
17	24,293	24,536

NOTES:

All employees will remain at step one (1) for two (2) years.

The above schedule is based on 180 working days.