

**C O N T R A C T U A L**  
**A G R E E M E N T**

between

**BOARD OF EDUCATION  
LOCKPORT TOWNSHIP HIGH SCHOOL  
DISTRICT 205**

and

**EDUCATIONAL SUPPORT PERSONNEL  
DISTRICT 205 COUNCIL  
AMERICAN FEDERATION OF TEACHERS LOCAL 604  
AFL-CIO**

July 1, 2006 to June 30, 2010

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## **I. INTRODUCTION**

### **A. AGREEMENT**

This Agreement is made and entered into by and between the Board of Education of Lockport Township High School District 205, hereinafter referred to as the "Board," and the District 205 Council, American Federation of Teachers Local 604, AFL-CIO hereinafter referred to as "Union."

### **B. UNION RECOGNITION**

The Board recognizes the Union as the exclusive and sole collective bargaining representative of employees in the titles of custodians, groundskeepers, and maintenance. These persons and each of them are hereinafter referred to as "Educational Support Personnel." Excluded from this Agreement are the Building Supervisors.

### **C. FAIR SHARE**

1. All Educational Support Personnel who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their employment, whichever is later, and continuing during the term of this agreement, and so long as they remain non-members of the union, shall pay to 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 Educational Support Personnel and remitted to the Union, provided, however, that:

- The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Education Labor Relations Board (IELRB); and

- The Union has annually certified in writing to the Board (a) the amount of such fair share fee and (b) the fact that the notice required in (1) above has been posted.

3. The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

4. The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of Educational Support Personnel to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

5. The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member Educational Support Personnel asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the Educational Support Personnel and the Union. If the Educational Support Personnel and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

6. The Union shall 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 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.

#### **D. SCOPE**

1. It is the intention of this Agreement to provide for salary, fringe benefits, and working conditions of the Educational Support Personnel.

2. The provisions of this Agreement shall terminate and replace prior agreements, practices, rules or regulations concerning subjects covered herein. It shall also supersede any board policy that is presently to the contrary.

#### **E. FAIR PRACTICES**

The Union agrees to maintain its eligibility to represent all employees, Union and non-Union, by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

#### **F. NON-DISCRIMINATION STATEMENT**

Lockport Township High School is an equal opportunity employer. All educational and employment opportunities will be offered without regard to race, color, national origin, age, gender, religion, and disability.

## **II. EMPLOYMENT AND TRANSFER POLICIES**

### **A. JOB CLASSIFICATION AND WORK RESPONSIBILITY**

1. All full-time Educational Support Personnel shall have job classifications and work responsibilities assigned to them in writing. The work assignments listed are intended to be general responsibilities. Your supervisor may assign additional duties depending on the circumstances. These classifications and responsibilities shall be issued to the Educational Support Personnel employee upon employment.

2. Besides the regularly assigned duties, there are emergency and unusual situations which come up that may require the skills and knowledge of the Educational Support Personnel employees. If the emergency situation becomes chronic, then the necessary permanent employees will be designated.

**B. RESIDENCE OF EDUCATIONAL SUPPORT PERSONNEL**

When employing Educational Support Personnel, residents of District 205 must be given first consideration. When qualified candidates are not available from within the district, candidates residing outside the district may be considered.

**C. PROBATIONARY PERIOD**

Each new Educational Support Personnel member hired on a full-time basis shall be subject to a probationary period of one year for everyone, during which time the new Educational Support Personnel member may be discharged without grievance. The maintenance probationary period shall include time spent by an employee in custodial probationary time.

**D. POSTING OF POSITIONS**

Educational Support Personnel positions or openings that develop in the district shall be posted for a minimum of five (5) work days and a job description shall accompany the posting. These postings shall be placed on the Educational Support Personnel bulletin boards at Central and East Campuses. Any permanent Educational Support Personnel member shall have the opportunity to apply for such positions in writing to the appropriate administrator or supervisor.

**E. TRANSFERS**

1. An Educational Support Personnel member may be transferred between buildings (from one campus to another), may be transferred to a different time or shift, or may be transferred to a different job or work classification after consultation with the staff member(s) involved. Employees transferred to a different shift shall be given a two (2) week notice.

2. The determining factors for transfer will be the needs of the district and the seniority of the employees involved. The Union will be conferred with in all permanent transfers provided the Educational Support Personnel member desires the Union's presence in a conference.

**F. EMPLOYMENT TERMINATION**

1. Employment termination shall take place in the following manner:

1.1 Supervising administrative personnel shall make a written recommendation to the Director of Facilities Management stating the reasons for termination after the following steps have taken place:

1.1a Employee should have indication if work is unsatisfactory by reasonable reports and at time of periodic evaluations--orally and in writing.

1.1b Except in unusual circumstances, action by the supervisor must first have been preceded by notice to employee that work was unsatisfactory and that lack of improvement would result in dismissal if deficiencies are not corrected in a given time.

1.2 The Director of Facilities Management shall provide the employee with the opportunity to resign from the position before dismissal takes place.

1.3 The Director of Facilities Management, with the concurrence of the Superintendent, shall present this recommendation to the Board for action.

1.4 The Director of Facilities Management will notify the employee of termination in writing, stating reasons and termination date.

### **III. SALARY PROVISIONS**

#### **A. SALARY**

The salary provisions as negotiated by the Board, Administration and Union can be found in the Appendix of this agreement.

#### **B. PAY PERIODS**

Payday is at the end of each two-week period. During the year when a regular payday falls on a holiday, payday for all Educational Support Personnel members will be on the last workday of the pay period prior to the beginning of the holiday period.

#### **C. DEDUCTIONS**

1. The District Business Office will make payroll deductions upon written request by the Educational Support Personnel member on the form provided for Union dues, Canals & Trails Credit Union, and other plans approved by the Administration.

2. Deduction choices shall be made at the time of employment, annually, upon a change in status, or in case of emergency.

3. The Board will shelter 4.5% I.M.R.F. contributions from the salary schedule.

#### **D. GROUP LIFE INSURANCE**

Group Life Insurance will be provided by the Board for all Educational Support Personnel members while they are employed by the district. This policy shall be in the amount of \$50,000 double indemnity per Educational Support Personnel member.

#### **E. GROUP HEALTH INSURANCE**

1. A full, comprehensive hospital plan with surgical, major medical, outpatient diagnostic, prescription and drug program and basic dental coverage will be provided by the Board. During the duration of this agreement, 2006-2010, The Board agrees to provide the cost of single coverage. During each of the four years of this agreement, the employee will be required to pay the following per pay period for Single +1 and Single 2+ coverage. The Union agrees to authorize a payroll deduction to collect employee premiums.

<i>Coverage Year</i>	<i>2006-07</i>	<i>2007-08</i>	<i>2008-09</i>	<i>2009-10</i>
Single Coverage	N/C	N/C	N/C	N/C
Single +1 dependent	\$18.90	\$19.84	\$20.83	\$21.87
Single 2+ dependents	\$32.55	\$34.17	\$35.88	\$37.68

2. Employees hired after July 1, 1997 (with the exception of the skilled and advanced maintenance hires) will receive single medical coverage during the initial one year probationary period of employment. During this time, employees will have the option to purchase family coverage at the difference between single and family coverage.

3. Upon retirement (age 55 and over), an educational support person with a minimum of 15 years of service with the district that is retiring without a penalty from IMRF may elect to remain in the group hospitalization plan until age 65 or until accepted under Medicare. The District will contribute 50% towards either the District's hospitalization plan or if in the future one is offered through IMRF (single coverage and whichever is less expensive). The remainder of said premiums will be borne by the retired support person, payable monthly to the district business office.

4. Educational Support Personnel members who retire from District 205 shall be allowed to continue their group health insurance coverage by making premium payments to the district until reaching the age of 65 or qualifying for Medicare, whichever occurs first.

5. Upon termination of employment of an Educational Support Personnel member, Plan coverage will remain in effect for one full contribution month immediately following the date employment was terminated.

6. The insurance company for group health insurance may be changed by mutual consent of the Board and Union.

**F. OVERTIME WORK**

1. Educational Support Personnel members may be required to work a reasonable amount of overtime on an equitable basis. Overtime work will be offered to the Educational Support Personnel members assigned to the shift immediately preceding the overtime allocation if the overtime work is to be less than eight (8) hours. If no one volunteers to work the overtime assignment, the person with the lowest number of overtime hours in the job classification needed shall be required to work the overtime assignment. An up-to-date overtime list of hours worked and/or hours refused by each Educational Support Personnel member will be kept by the Building Supervisor. Anytime Educational Support Personnel employees are called in to work overtime, a minimum of two (2) hours of pay at the appropriate overtime rate shall be paid to said Educational Support Personnel employees. Overtime shall be paid on the rate for the shift to which the employee is regularly assigned.

2. Manpower for Saturdays, Sundays, holidays, cocurricular activities, etc., or at any other times not considered a regular work day will be on a rotation basis so that all Educational Support Personnel members are treated on an equitable basis, provided that the required skills are possessed by the Educational Support Personnel member. Pay for Sunday and holiday work

will be double time, including any work started on a Sunday or holiday which continues into a regular work day.

3. Compensatory time will be allowed to accumulate to a maximum of eight (8) hours. It will be used within sixty (60) days of earning. Any work beyond eight hours will be paid time at one and one-half the hourly rate.

4. Except in emergency situations, the Director of Facilities Management shall not perform work activities that by so doing deprives the Educational Support Personnel members of overtime opportunities.

#### **IV. MISCELLANEOUS WORKING CONDITIONS AND FRINGE BENEFITS**

##### **A. PHYSICAL EXAMINATIONS**

The Board requires all new Educational Support Personnel employees to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination made by a licensed physician not more than ninety (90) days prior to assuming duties. The cost of such examination shall rest with the Educational Support Personnel member. The Board of Education may require specific examination/x-ray prior to fulltime employment. If so, the Board of Education will incur such cost.

##### **B. WORK HOURS**

Hours of labor shall be forty (40) per week for Educational Support Personnel members. Educational Support Personnel members shall be paid time and one-half for each hour over eight (8) hours per day or for each hour over forty (40) hours per week.

##### **C. BREAKS**

1. One fifteen (15) minute rest period is permitted per day.
2. Employees working 1<sup>st</sup> shift shall be given a thirty (30) minute unpaid lunch period. Employees working 2<sup>nd</sup> and 3<sup>rd</sup> shifts will be given a thirty (30) minute paid lunch.
3. An employee who works six consecutive hours of overtime work, defined as more than forty paid hours of work in a week or more than eight hours of regular time work during the day, is entitled to a one-half (1/2) hour paid lunch. The employee will be required to remain on the premises for the duration of their shift.

##### **D. EDUCATIONAL SUPPORT PERSONNEL RIGHTS**

The Board shall not permit the voicing of personal grievances against any Educational Support Personnel member at its public meetings. Such personal grievances shall be in writing and signed. Said complaints shall be filed with the Superintendent, the Union president and the Board president five (5) days prior to executive session.

## **E. NON-SCHOOL ACTIVITIES**

No one shall regulate nor govern an Educational Support Personnel member's non-school activities except when it has a measurable negative effect on the Educational Support Personnel member's ability to perform the Educational Support Personnel's job in a safe and efficient manner.

## **F. PERSONNEL FILES**

1. Educational Support Personnel members shall have the right to review all materials in their personnel files except for confidential reference information used to secure a position with the district, under the supervision of the administrator responsible for these files.

2. Educational Support Personnel members have the right to answer any evaluation statements of their work performance.

3. No confidential reference in an Educational Support Personnel member's District Office and building personnel files shall be copied or made known to anyone other than appropriate school district administrators and supervisors or through court subpoenas, either during or after employment in the district.

4. No individual Board member shall inspect any Educational Support Personnel member's file unless the Board member has been instructed to do so by the Board as a whole and then only in the presence of the administrator responsible for the safekeeping of these files.

## **G. TAPE RECORDINGS**

1. Upon the request of any party in attendance, tape recordings may be made at any confidential meeting and/or executive session.

2. If such a tape recording is made and if either party designates that record as confidential, the custody of this recording will be the responsibility of the Superintendent. No one will have access to this recording without the mutual written consent of the Superintendent and the Union president.

## **H. UNIFORMS**

1. The district shall provide each full-time Educational Support Personnel member with three (3) uniforms per year.

2. Based on the judgment of the Building Supervisor, Educational Support Personnel employees will be provided with coveralls when the job requires this type of clothing.

## **I. HOLIDAYS**

1. In accordance with national and local schedules, and in agreement with the current school calendar, the following listed holidays are annually granted with full pay for Educational Support Personnel. Additionally, when the day following Christmas Day (December 26) falls on a regular work day, it will be granted as a day off with pay.

Labor Day	Christmas Eve	President's Day
Columbus Day	Christmas Day	Casimir Pulaski Day
Veteran's Day	New Year's Eve	Good Friday
Thanksgiving Day	New Year's Day	Day following Easter
Day Following Thanksgiving	King's Birthday	Memorial Day
		Fourth of July

2. In the event any of the foregoing holidays fall on days when school is in session, it shall be considered a regular workday but each Educational Support Personnel member shall receive an extra day's pay for said holiday. If the holiday falls during the normal work week (the five days that constitute the work week for an Educational Support Personnel member) when school is not in session, each Educational Support Personnel member shall receive the day off with pay.

3. Deviations from the above holiday pay and time off provisions are permissible when a majority of Educational Support Personnel members are desirous of a specific change and it is agreeable to the Director of Facilities Management.

4. All employees must be in attendance the workday before and the workday following a holiday in order to receive pay for that holiday, except with the approval of the Director of Facilities Management.

**J. EMERGENCY DAYS**

1. When school is called off because of emergency reasons, all Educational Support Personnel members may be required to work the day shift schedule (9:00 a.m. to 5:30 p.m.). However, normally one Educational Support Personnel member will work the regular night shift.

2. Supervisors shall establish a procedure of notification to Educational Support Personnel employees of days used as emergency days.

**K. SENIORITY**

1. The official date of employment of an Educational Support Personnel employee shall be that date when employed on a full-time basis by Board action.

2. District seniority is defined as the length of service with the district and shall accumulate from the date of original hire into said district on a full time basis. In the event two or more Educational Support Personnel members are employed on the same date, seniority will be determined by chronological age.

3. Classification seniority is defined as the length of service in one of the classifications listed in the Appendix of this Agreement. This is on a full time basis.

4. There shall be kept in the District Office, an up-to-date listing of all Educational Support Personnel members according to classification seniority.

5. All promotions to a higher salaried classification shall be on the basis of the qualifications of the Educational Support Personnel member and if the Educational Support Personnel member is desirous of the promotion. All promotions within classifications shall be on the basis of required skills possessed by the Educational Support Personnel and by classification seniority. Also to be considered is that the Educational Support Personnel is desirous of the promotion.

6. Any test for promotion shall have a written as well as a practical application.

**L. VACATION**

1. The following shall be the vacation provisions for all Educational Support Personnel members:

- After one year of service.....10 days vacation
- After five years of service.....15 days vacation
- After fifteen years of service.....20 days vacation
- After twenty years of service..... 25 days vacation

The employment date of the Educational Support Personnel employee will be used when allotting vacation time.

2. Vacation is earned on a calendar year basis which begins with the official date of employment. Vacation time cannot be accumulated. If it is not used, it is forfeited and it must be used within one year of the anniversary date. An employee cannot choose to work and draw both work and vacation pay simultaneously.

3. Vacation dates will be according to district seniority.

4. Vacations may not be taken during the two weeks after the last day of the regular school term or during the two weeks prior to the beginning of the regular school term. The Director of Facilities Management shall have the authority to arrange the vacation schedule for the benefit of the district.

5. Vacation time can be divided or split only with prior recommendation of the building supervisor and approval of the Director of Facilities Management.

6. By special request, the administration and Director of Facilities Management may consider an employee's request for vacation without pay.

7. Vacation requests are to be filed through the Director of Facilities Management one month prior to requested dates of each year. Replies to the requests will be provided within a week following the request. Requests must be stated in writing.

**M. RETIREMENT PAY**

Upon retiring from the district, an Educational Support Personnel member shall receive twenty-two dollars (\$22) per day for unused sick leave that has accumulated and is not used for retirement service credit. Retirement shall be defined as at least ten (10) years of creditable service in the district and at least fifty-five (55) years of age.

**N. INCENTIVE PLAN**

One compensatory day is to be awarded any Educational Support Personnel member during Christmas break if the total sick leave and personal leave used does not exceed 3.0 days for the year preceding (July 1 - June 30).

**O. SMOKING POLICY**

Lockport Township High School's buildings, grounds, and vehicles are smoke free.

**P. SUBSTITUTE PAY**

When a maintenance employee is asked to act as a substitute supervisor, he/she will earn an extra \$2.00 per hour. If a custodial employee is asked to act as a substitute supervisor, he/she will earn an extra \$1.50 per hour.

**Q. TUITION REIMBURSEMENT**

Educational Support Personnel will be eligible for \$700 per year for tuition reimbursement for approved courses.

**V. OBLIGATIONS AND RESPONSIBILITIES OF EDUCATIONAL SUPPORT PERSONNEL**

**A. OBLIGATIONS AND RESPONSIBILITIES**

1. Flagrant violations of Educational Support Personnel obligations or responsibilities could be cause for employment termination.

2. All Educational Support Personnel members will be responsible to perform duties as listed in the Educational Support Personnel member's job classification and work responsibilities in a most efficient and acceptable manner.

3. Educational Support Personnel members will be required to attend informational and training meetings in relation to their jobs.

4. Educational Support Personnel members will provide written reports and/or information when required to relation to their job or in the operation of the physical plant.

5. All Educational Support Personnel members will be responsible for tools, equipment and materials in their job responsibility areas. They will also be responsible for keys and security of the buildings as related to their job responsibilities.

6. All Educational Support Personnel members will be in regular attendance and prompt to their jobs, efficient and cooperative in fulfilling their obligations and be expected to do good workmanship.

7. Educational Support Personnel members will not abuse sick leave or personal leave.

8. Educational Support Personnel members will not conduct private business during their workday; this includes Union or organizational business.

## **VI. EVALUATION OF EDUCATIONAL SUPPORT PERSONNEL**

### **A. EVALUATION**

1. All Educational Support Personnel employees will be evaluated and recognition will be given for services provided or constructive criticism and notice for lack of satisfactory work will be given on or about July 1. At the time of initial employment, all Educational Support Personnel employees will be placed on a one (1) year probationary period. Before the end of the probationary period, all Educational Support Personnel employees will be evaluated.

2. Following evaluation, the Educational Support Personnel employee's employment will be continued, terminated or re-assignment will be made.

3. All Educational Support Personnel members employed in the district will be evaluated annually as to adequacy in position, retention, possible advancement and other changes. All Educational Support Personnel members will receive a report on the evaluation of their services. The evaluation will be conducted by the immediate supervisor, Assistant Principal, and the Director of Facilities Management.

### **B. DISCIPLINARY ACTION**

If the supervisor, administration and/or Board feel that an Educational Support Personnel member has not performed assigned duties in the Educational Support Personnel member's job classification and work responsibilities listing, notice shall be given in writing to the Educational Support Personnel member of deficiencies and that lack of improvement may result in termination if not corrected. Appropriately, reasonable disciplinary action may take place according to the situation.

## **VII. GRIEVANCE PROCEDURE**

\* The steps in the grievance procedure apply to matters related to the agreement as well as issues related to Title IX and Section 504.

### **A. GENERAL**

1. Grievance Definition -- A grievance shall mean a complaint that contends:

1.1 that there has been an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.

1.2 that an Educational Support Personnel member has allegedly been treated unfairly or inequitably by reason of any act or condition which is contrary to established district policy of practice governing or affecting Educational Support Personnel.

1.3 any grievance must be filed within a sixty (60) day time limit of the alleged violation with the exception of a grievance that pertains to salary.

1.4 only one grievance per alleged violation will be permitted.

2. Grievance Purpose -- The primary purpose of this procedure is to secure at the lowest level an equitable solution to the problems of all parties involved.

3. Grievance Principles -- Every Educational Support Personnel member shall have the right to present grievances and not be subjected to reprisal because of it. Discussions shall be confidential during the procedural stages of the grievance. Upon the request of either party involved, tape recordings may be made at any step of the grievance procedure. If such a tape recording is made and if either party designates that recording as confidential, the custody of the recording will be the responsibility of the Superintendent. No one will have access to this recording without the mutual consent of the Superintendent and the Union president.

4. The Union Executive Board has the right to withdraw from any grievance.

## **B. GRIEVANCE STEPS**

1. **STEP ONE:** A complaint shall first be discussed with the complainant and the person(s) against whom the complaint is registered with the object of resolving the matter informally. Both parties shall initial a statement that this meeting was held.

2. **STEP TWO:** If the grievance is not satisfactorily resolved in Step One, a meeting shall be held within ten (10) business days of the meeting described in Step One. A request for the meeting shall be made in writing by the complainant to the Director of Facilities Management and the grievance shall be specifically stated on the grievance form. A copy of said form can be found in the Appendix of this Agreement. Present at this meeting shall be the complainant, the complainant's immediate supervisor, the Director of Facilities Management, the administration and the Union grievance committee representatives, if so desired, with the object of resolving the matter.

3. **STEP THREE:** Within ten (10) business days of the decision in Step Two, the Director of Facilities Management's decision shall be communicated in writing, together with supporting reasons, to the Superintendent and to the aggrieved Supportive Staff member.

4. **STEP FOUR:** Within ten (10) business days of the decision in Step Three, the Superintendent shall meet with the parties involved in Step Three. Within ten (10) business days

following the meeting in Step Four, the Superintendent's decision shall be communicated in writing to the parties involved in Step Four.

5. **STEP FIVE:** Within ten (10) business days after receiving the decision of the Superintendent, an appeal may be made to the Board. This appeal shall be in writing and shall be accompanied by a copy of the appeal and decision at Step Four.

6. **STEP SIX:** Within ten (10) business days following receipt of the appeal, the Board shall meet on the matter. Those entitled to be present and participate at this meeting shall be the entire Board, the counsel for the Board, the Superintendent and/or designee, the aggrieved Educational Support Personnel member, the person(s) who the grievance is allegedly against as written on the grievance form, the Union grievance representatives, and Union counsel, if desired by the Educational Support Personnel member.

7. **STEP SEVEN:** Within seven (7) business days after the meeting on the appeal, the Board shall communicate its decision in writing, together with supporting reasons, to the Director of Facilities Management, the Superintendent, and the aggrieved Educational Support Personnel member.

### **C. IMPASSE PROVISIONS**

1. If a decision is made to take a case to impasse, a letter specifying this intent shall be filed with the Board within ten (10) business days of the receipt of the Board's decision at Step Seven of the grievance procedure.

2. Within ten (10) business days of the receipt of this letter of intent, the Board and the Union shall request arbitration from the American Arbitration Association.

3. The American Arbitration Association will be asked to make an administrative appointment, binding on both parties, if the Board and Union cannot agree on an arbitrator within twenty (20) business days after the original proposed list of arbitrators is received.

4. The arbitrator shall, within ten (10) business days after appointment, issue a decision, in writing, to all parties involved in Step Four of the grievance procedure.

5. The arbitrator's opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority will be strictly limited to deciding only the issue(s) presented in writing by the Board and the Union, and the arbitrator's decision must be based solely upon the interpretation of the meaning or application of the express relevant language of this Agreement.

6. The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority, this Agreement will be accepted as final.

7. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an

arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

## **VIII. LEAVE PROVISIONS**

### **A. SICK LEAVE**

1. Sick leave shall accumulate at the rate of fifteen (15) days leave without loss of pay for illness, injury or quarantine each year. Probationary employees will be granted 10 sick days. After working 12 consecutive months and successfully completing probation, the non-probationary employee will be entitled to 15 sick days per year. Time employed will be pro rated to July 1<sup>st</sup>. All unused days of sick leave shall accumulate to a total of 221 days for purposes related to I.M.R.F. For internal use, all unused sick days at L.T.H.S. shall have unlimited accumulation.

2. Educational Support Personnel members shall use sick leave for absences occasioned by serious illness or injury in the immediate family or household. The immediate family shall be defined as parents, spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians or other relatives residing in the home as members of the household. Sick leave shall also be used in the case of funerals for father, mother, spouse, sister, brother, son, daughter, grandfather, grandmother, grandchild, uncle, aunt, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

3. A doctor's certificate may be required by the Board before such pay is granted.

4. Educational Support Personnel members shall be notified in writing at the beginning of each school year and upon reasonable request, as to the current number of sick leave days they have accumulated.

### **B. PERSONAL LEAVE**

Each Educational Support Personnel member shall be allowed a maximum of three (3) days paid leave each year, cumulative for retirement, for personal moral or business reasons, which cannot ordinarily be attended to on weekends or holidays. Probationary employees will be granted one and one-half personal leave days. After working 12 consecutive months and successfully completing probation, the non-probationary employee will be entitled to 3 personal leave days per year. Time employed will be pro rated to July 1<sup>st</sup>. The Director of Facilities Management shall be notified by application form five (5) days prior to the anticipated leave day, when possible. In those unique situations in which the reason is highly personal, an individual may verbally indicate said reason to the Educational Support Personnel member's immediate supervisor. Unused personal leave days will be converted to sick days at the end of the year.

### **C. EXTENDED ABSENCES**

The Board will consider extended illness cases to determine the extent of relief to be given. In cases of quarantine, court attendance and other unusual conditions, deductions shall be made unless exempted by Board action.

### **D. DISABILITY LEAVE**

1. Any Educational Support Personnel member who is unable to perform the duties of the position because of physical or mental impairment shall be permitted to exhaust all accumulated sick leave and personal leave. Any vacation may be extended at this time or credit given for such accumulated time with appropriate compensation. When all of this time has been used and the Educational Support Personnel member is still not able to return to work, the Educational Support Personnel member is eligible for disability benefits as provided by I.M.R.F. and a disability leave during the period of temporary disability.

2. Disability leave from the district shall be for a period of time equal to the length of time to which the Educational Support Personnel member is entitled under the temporary disability provision of the I.M.R.F. During this time, the district will continue the Educational Support Personnel member's health and life insurance coverage.

3. If at anytime the Educational Support Personnel member is not eligible for I.M.R.F. disability, the Educational Support Personnel member must return to work for the district or be terminated.

4. While the Educational Support Personnel member is on temporary disability, the Educational Support Personnel member's position will be posted and filled subject to the return of the disabled member. Any employee hired to replace the Educational Support Personnel member who is on temporary disability leave will be informed of the temporary nature of the job.

5. Any present Educational Support Personnel member who applies for and receives the position held by a member on temporary disability leave must vacate that position upon the return of the disabled member with assurance of receiving the Educational Support Personnel member's position that was held prior to applying for the job held by the Educational Support Personnel member on disability leave.

6. Notice must be given by the disabled employee of at least two (2) weeks before returning to work.

### **E. CIVIC DUTY LEAVE**

1. Any Educational Support Personnel member shall be paid the regular salary for the period of any absences for which jury duty is served less the amount received for jury duty.

2. Educational Support Personnel employees who receive a subpoena to appear as a witness in a trial or to give a deposition in any school-related matter pending in court shall make such an appearance without a loss in salary. The Board may make a deduction from the salary equal to per diem fees the employee receives for complying with the subpoena.

## **IX. CONFORMITY TO LAW-SAVING PROVISION**

1. It is the function of the district as a public employing agency to determine the mission of the agency, set standards of services to be offered to the public and exercise control and discretion over its organization and operations.

2. The Union recognizes that the authority for the administration of the district is vested in the Board, except as limited by the provisions of this Agreement.

3. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. The provision in question then shall be performed or enforced only to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

## **X. DURATION OF AGREEMENT**

1. This Agreement shall be effective as of July 1, 2006, and shall continue in full force and effect through June 30, 2010, except as provided in the reopener in paragraph 3 below. However, the Board and Union may, at any time, amend this Agreement by mutual consent.

2. Items to be negotiated for the next Agreement shall be submitted by either the Board or the Union by February 1, 2010, and negotiations shall commence on or before March 1, 2010, and shall continue until a new or revised Agreement is reached.

3. The salary schedules contained in this Agreement are effective for the 2006-2007 and 2007-2008 school years only. Negotiations for the 2008-2009 and 2009-2010 salary schedules shall begin on or before March 1, 2008.

Before engaging in a strike, the union will comply with the following:

- a. Mediation has been used without success.
- b. Ten days have elapsed after the union has given a notice of intent to strike.
- c. Unresolved issues have not been submitted to arbitration.

## **XI. NO WORK STOPPAGE PROVISION**

During the life of this Agreement, there shall be no work stoppage nor any other action taken to impede the operation of the schools in Lockport Township High School District 205 by the District 205 Council, American Federation of Teachers, AFL-CIO.

**XII. RATIFICATION OF AGREEMENT**

Ratification of this Agreement shall be accomplished by the simple majority vote of the Board and the simple majority vote of the Union.

**XIII. EXPENSES OF PRINTING AGREEMENT**

The costs of printing this Agreement shall be borne equally by the Board and the Union.

**XIV. EXECUTION OF AGREEMENT**

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

DATED this 18th Day of September, 2006.

FOR THE DISTRICT 205 COUNCIL A.F.T.  
LOCAL 604

FOR THE BOARD OF EDUCATION  
LOCKPORT TOWNSHIP HIGH SCHOOL  
DISTRICT 205

\_\_\_\_\_  
THOMAS DUCOMMUN  
PRESIDENT

\_\_\_\_\_  
AUDREY MANLEY  
PRESIDENT

## APPENDICES

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APPENDIX A

**Lockport Township High School  
Educational Support Personnel**

<b>Maintenance Employees - Hired After July 1, 1997</b>			
<b>Position</b>		<b>2006-07</b>	<b>2007-08</b>
Maintenance/Apprentice	Probation	17.31	18.18
Maintenance/Apprentice	Regular	17.89	18.79
Maintenance/Skilled	Probation	22.82	23.96
Maintenance/Skilled	Regular	23.53	24.70
Maintenance/Advanced	Probation	24.60	25.83
Maintenance/Advanced	Regular	26.22	27.53

<b>Maintenance Employees - Hired Before July 1, 1997</b>			
<b>Position</b>		<b>2006-07</b>	<b>2007-08</b>
Maintenance Employees	Regular	26.22	27.53

<b>Educational Support Personnel Hired After July 1, 1997 Custodians &amp; Grounds</b>			
<b>Position</b>		<b>2006-07</b>	<b>2007-08</b>
1st & 2nd Shift	Probation	12.16	12.77
1st & 2nd Shift	Regular	12.61	13.24
3rd Shift	Probation	12.53	13.15
3rd Shift	Regular	12.99	13.64
2nd Shift Supervisor-East	Regular	14.92	15.67
3rd Shift Supervisor	Regular	14.49	15.21
2nd Shift Supervisor-Central	Regular	14.11	14.82

<b>Educational Support Personnel Hired Before July 1, 1997 Custodians &amp; Grounds</b>			
<b>Position</b>		<b>2006-07</b>	<b>2007-08</b>
1st Shift Custodian	Regular	20.25	20.86
2nd Shift Custodian	Regular	20.75	21.37
3rd Shift Custodian	Regular	21.25	21.88
2nd Shift Supervisor-East	Regular	23.62	24.33
3rd Shift Supervisor-East	Regular	21.94	22.60
2nd Shift Supervisor-Central	Regular	22.25	22.92

APPENDIX B

**SALARY SCHEDULE**

<b>Hired after 1997</b>		Current	105.00%	104.50%	1st Yr.	2nd Yr.
Position		<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2009-10</b>
Main. Appren.	Probation	\$18.18	\$19.09	\$19.95	\$0.91	\$0.86
Main. Appren.	Regular	\$18.79	\$19.73	\$20.62	\$0.94	\$0.89
Main. Skilled	Probation	\$23.96	\$25.16	\$26.29	\$1.20	\$1.13
Main. Skilled	Regular	\$24.70	\$25.94	\$27.10	\$1.24	\$1.17
Main. Advanced	Probation	\$25.83	\$27.12	\$28.34	\$1.29	\$1.22
Main. Advanced/Hire Before 1997	Regular	\$27.53	\$28.91	\$30.21	\$1.38	\$1.30

  

<b>Custodians &amp; Grounds after 1997</b>		Current	105.00%	104.50%	1st Yr.	2nd Yr.
Position		<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2009-10</b>
1st and 2nd shift	Probation	\$12.77	\$13.41	\$14.01	\$0.64	\$0.60
1st and 2nd shift	Regular	\$13.24	\$13.90	\$14.53	\$0.66	\$0.63
3rd shift	Probation	\$13.15	\$13.81	\$14.43	\$0.66	\$0.62
3rd shift	Regular	\$13.64	\$14.32	\$14.97	\$0.68	\$0.64
2nd shift Supervisor East	Regular	\$15.67	\$16.45	\$17.19	\$0.78	\$0.74
3rd Shift Supervisor	Regular	\$15.21	\$15.97	\$16.69	\$0.76	\$0.72
2nd Shift Supervisor-Central	Regular	\$14.82	\$15.56	\$16.26	\$0.74	\$0.70

  

<b>Custodians &amp; Grounds before 1997</b>		Current	103.00%	103.00%	1st Yr.	2nd Yr.
Position		<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2009-10</b>
1st Shift Custodian	Regular	\$20.86	\$21.49	\$22.13	\$0.63	\$0.64
2nd Shift Custodian	Regular	\$21.37	\$22.01	\$22.67	\$0.64	\$0.66
3rd Shift Custodian	Regular	\$21.88	\$22.54	\$23.21	\$0.66	\$0.68
2nd Shift Supervisor East	Regular	\$24.33	\$25.06	\$25.81	\$0.73	\$0.75
3rd Shift Supervisor East	Regular	\$22.60	\$23.28	\$23.98	\$0.68	\$0.70
2nd Shift Supervisor Central	Regular	\$22.92	\$23.61	\$24.32	\$0.69	\$0.71

APPENDIX C

LOCKPORT TOWNSHIP HIGH SCHOOL DISTRICT 205

GRIEVANCE FORM

DIRECTIONS: This form is to be completed before proceeding to Step Two and all subsequent steps outlined in the Grievance Procedure.

Copies of this form shall be given to each person attending Step Two, Three and Four of the Grievance Procedure.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

**NATURE OF GRIEVANCE** (Be specific and include the date or dates of the actual grievance and the contract violation.):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

mjd