

**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

**SCHOOL NURSES  
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 title of School Nurse.

### **C. FAIR SHARE**

1. All School Nurses 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 School Nurse 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 School Nurses 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 School Nurse 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 School Nurse and the Union. If the School Nurse 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**

It is the intention of this Agreement to provide for salary, fringe benefits, and working conditions of the School Nurse. The provisions of this Agreement shall terminate and supersede any and all prior agreements, practices, rules or regulations. 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. SALARY PROVISIONS**

**A. SALARY**

The salary provisions as negotiated by the Board, Administration and Union for school years 2006-07 and 2007-2008 can be found in Appendix A of this Agreement.

**B. DEDUCTIONS**

1. The District Business Office will make payroll deductions upon written request by the School Nurse on the form provided for Union dues, Canals & Trails Credit Union, and annuity plans.

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

**C. PAY PERIODS**

1. Payday is at the end of each two-week period. During the year when a payday falls on a holiday, payday for School Nurses will be held on the last working day of the pay period prior to the beginning of the holiday period.

2. School Nurses will be paid over twenty-six (26) pay periods per year.

**D. GROUP LIFE INSURANCE**

Group Life Insurance will be provided by the Board for all School Nurses while they are employed by the district. This policy shall be in the amount of \$60,000 double indemnity per School Nurse. The anniversary date of this policy shall be September of the calendar year.

**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. Employee contributions are per 26 pays.

<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. Upon the employee's termination of employment, Plan coverage will remain in effect for one full contribution month immediately following the date employment was terminated.

3. Upon retirement (age 55 and over), a school nurse with a minimum of 15 years of service with the district who 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. The insurance company for Group Health Insurance may be changed at any time by mutual consent of the Board and Union.

**F. RETIREMENT PAY**

Upon retiring from the district, a School Nurse will receive twenty-two dollars (\$22.00) per day for any unused sick leave that has accumulated (maximum 200 days). Retirement shall be defined as at least twelve (12) years of creditable service in the district and at least fifty-five (55) years of age.

### **III. MISCELLANEOUS WORKING CONDITIONS FRINGE BENEFITS**

#### **A. SCHOOL NURSES' RIGHTS**

The Board shall restrain all persons from voicing grievances against School Nurses or students at its public meetings.

#### **B. RECONSIDERATION OF PRACTICE**

Any person requesting reconsideration of procedures or practices of a School Nurse in performance of duties shall follow each step which follows:

1. The person shall contact the Principal for possible clarification or explanation.
2. If satisfaction is not received from the Principal's explanation, the person(s) claiming improper procedure must fill out a "Request for Reconsideration" form which is obtainable from the Principal. This form must be completed before proceeding to the following steps. Copies of the completed form must be sent to the Board, the Superintendent, the Principal, and the Union.
3. Upon receipt of this form, the Board President may direct the administration to have the alleged improper procedure discontinued for ten (10) days or until the three (3) steps of this section are completed.
4. At the first step, requests will be considered by a meeting of the person(s) making the request, the School Nurse, the Department Chairperson, a Union representative if desired by the School Nurse, and the Principal and his/her designee. Further action, if necessary, will take the form of a meeting of the School Nurse, the Department Chairperson, and two members of the administration to determine the merit of the "Request for Reconsideration." If desired by the School Nurse, a Union representative may participate in this meeting. In the event this committee cannot reach a unanimous decision, Step Three will follow in which all sides, including the person(s) making the original request, will present their views to the Board.

#### **C. NON-SCHOOL ACTIVITIES**

No one shall regulate nor govern the School Nurses' non-school activities except when it has a measurable negative effect on the School Nurses' ability to perform their job.

#### **D. PERSONNEL FILES**

1. School Nurses shall have the right to review all materials in their own personnel files except for confidential information, under the supervision of the administrator responsible for these files.
2. School Nurses have the right to answer any evaluation statements of their work performance.
3. No confidential reference in a School Nurse's District Office personnel file shall be copied or made known to anyone other than appropriate school district administrators and supervisors, or through court subpoenas, either during or after service in the district.

4 No individual Board member shall inspect any School Nurse's file unless he 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.

#### **E. RECORDINGS**

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

2. If such a 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.

#### **F. PHYSICAL EXAMINATION**

The Board requires all School Nurses to provide evidence of physical fitness to perform duties assigned and freedom from communicable diseases. 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 initial examination shall rest with the School Nurse and each year thereafter at the cost of the district.

#### **G. WORK SCHEDULE**

During the regular school term, the School Nurses' workday will be seven (7) hours and forty-five (45) minutes including thirty (30) minutes for lunch. Nurses may leave at 3:15 p.m. or after the last round of buses departs. The annual employment term for School Nurses will be for the regular school year; this will include all days that students are in attendance and institute days, for a total of 180 days. Institute days may be changed in lieu of bookstore days. Any deviation in a School Nurse's schedule must have the approval of the Superintendent.

#### **H. CLERICAL HELP**

Clerical help should be processed through the department chairperson.

#### **I. COURSE REIMBURSEMENT**

1. The School Nurse may take up to two (2) classes per year. These classes must be approved by an administrator. Each class will be reimbursed at the Northern Illinois University rate.

2. For every twelve (12) hours of course credit earned in the nursing field, the School Nurse will earn a \$300 stipend.

### **IV. OBLIGATIONS AND RESPONSIBILITIES OF MEDICAL CLINICIANS**

#### **A. OBLIGATIONS AND RESPONSIBILITIES**

1. School health services are established to appraise the health status of students and personnel, to counsel students, parents and others regarding appraisal findings, to encourage

correction of remedial defects, to assist in the identification and education of handicapped students, to help prevent and control the spread of disease, to provide emergency services in case of injury or sudden illness, and to be of instructional help in many areas of the educational process.

2. The School Nurse is a member of the professional staff of the district and attends faculty meetings. The School Nurse is a health resource person.

3. The School Nurse will be prompt to the job, efficient, and cooperative in fulfilling the obligations and job description.

4. School Nurses will continue to show evidence of knowledge updating in their special field through formal course work and attendance at appropriate workshops, seminars, institutes and conferences. The evaluation will include this criteria and placement on a regular basis will be contingent upon this evidence.

5. The School Nurse will perform those duties as outlined by the Principal and Pupil Personnel Services chairperson.

## **V. EVALUATION OF SCHOOL NURSES**

### **A. EVALUATION**

Evaluation of the School Nurse is the responsibility of the Principal of the building in which the School Nurse is assigned. This responsibility shall include the written evaluation and recommendation of the Pupil Personnel Services Department Chairperson. This recommendation will be forwarded to the Superintendent for action on the employment status of the School Nurse for the next school year. The School Nurse will be advised of this action by April 1.

## **VI. 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 a School Nurse has been treated unfairly or inequitably by reason of any act or condition which is contrary to the Contractual Agreement.

1.3 any grievance must be filed with 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 equitable solution to the problems of all parties involved.

3. Grievance Principles - Every School Nurse shall have the right to present grievances and not be subjected to reprisal because of it. Discussions shall be confidential during the procedural states 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 this recording will be the responsibility of the Superintendent. No third party will have access to this recording without the mutual written consent of the Superintendent and the Union president.

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

5. Any School Nurse who is formally reprimanded, disciplined or discharged shall have the right of grievance.

6. The attorney for either party shall be permitted to be present at the various steps of the grievance and arbitration procedures provided that notification of this is given to the other party twenty-four (24) hours in advance.

## **B. GRIEVANCE STEPS**

1. STEP ONE: A complaint shall first be discussed with the complainant, the building administration, and the person(s) against whom the complaint is registered and a designee if desired, with the object of resolving the matter informally. The Union grievance committee representative may attend the meeting if desired by the complainant. 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 Principal at least three (3) business days prior to the Step Two meeting, 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, his immediate supervisor, the person(s) against whom the complaint is registered, the Principal of that building, a designee of the Principal if he so desires, and Union grievance committee representatives (maximum of four), if so desired.

3. STEP THREE: In the event the matter is not resolved informally, the complainant shall, within ten (10) business days of the meeting in Step Two, file a written appeal to the Superintendent, who shall be excluded from Steps One and Two. A meeting shall be held within ten (10) business days after receipt of this letter by the Superintendent. Present at this meeting shall be the Superintendent, the Principal, the complainant, the person(s) against whom the complaint is registered, and Union representatives (maximum of four), and a counsel. Within ten (10) days after the meeting on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons, to the Principal, the Superintendent, the Union grievance

committee, the Union President, the complainant, and the person(s) against whom the complaint is registered.

### **C. IMPASSE PROVISIONS**

1. If a decision is made by the Union 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 Four 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. The selection of the arbitrator shall follow the standard operating procedures set forth by 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 a arbitrator with 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 arbitrator's 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 under 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.

## **VII. LEAVE PROVISIONS**

### **A. SICK LEAVE**

1. Sick leave shall accumulate at the rate of fifteen (15) days per year, to a total of two hundred (200) days for purposes of I.M.R.F./TRS and shall be defined as allowable time off for illness, injury or quarantine, at full pay. For internal purposes, sick leave accumulation is unlimited.

2. A School Nurse may 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 parents, spouse, sister, brother, children, grandparents, grandchildren, uncle, aunt, niece, nephew, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, or sons-in-law.

3. A doctor's certificate may be required by the Superintendent to verify sick leave after three (3) consecutive school days.

#### **B. NOTICE OF ACCUMULATED SICK LEAVE**

School Nurses shall be notified in writing at the beginning of each school year and thereafter on request as to the current number of sick leave days they have accumulated.

#### **C. PERSONAL LEAVE**

Each School Nurse shall be allowed a maximum of three (3) days paid leave per year, cumulative for retirement, for personal, moral, or business reasons which cannot ordinarily be attended to on weekends or holidays, with a reason being given. The Principal shall be notified by application form five (5) days in advance, when possible, prior to the anticipated leave day. In those unique situations in which the reason is highly personal, an individual may verbally indicate said reason to the principal or the principal's designee.

#### **D. CIVIC DUTY LEAVE**

1. A School Nurse shall be paid regular salary for the period of any absences while serving on jury duty less the amount received for jury duty.

2. Subject to the approval of the Superintendent, a School Nurse may be allowed time off from the school day without loss of salary for necessary school connected performance of public duties, court appearances or other services and obligations. Certificated school 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 complying with the subpoena.

#### **E. CHILD CARE LEAVE**

1. The Board and Union agree that there shall be no discrimination due to pregnancy.

2. A pregnant School Nurse shall be allowed to continue working as long as she is medically certified as capable of performing her duties. Notification that she is no longer capable of performing her duties shall be provided by the School Nurse.

3. Sick leave may be used for a temporary illness that occurs during the time the School Nurse is actively employed. Sick leave provisions of the contractual agreement shall apply.

4. Any School Nurse who becomes pregnant shall be permitted a child care of absence without compensation and shall be permitted to return to active employment at the conclusion of the leave under the following conditions:

4.1 The School Nurse shall not accrue seniority or advance on the salary schedule while on such leave.

4.2 Any School Nurse desiring a child care leave of absence must request a leave at least thirty (30) days prior to the birth of the child.

4.3 The child care leave shall be for a period of up to one (1) year and shall be by semesters.

4.4 Insurance coverage will be provided by the Board until the leave of absence begins. All insurance may be kept in effect by the School Nurse making premium payments to the district during the leave period.

4.5 A School Nurse may return at any time through a mutually agreeable arrangement between the School Nurse and the Board. A School Nurse granted a child care leave must request reinstatement within the leave period and at least ninety (90) days prior to the beginning of the first semester and sixty (60) days prior to the beginning of the second semester. School Nurse contractual rights will be honored until July 1.

4.6 The School Nurse shall be eligible for re-employment at the end of the leave period if the School Nurse is medically certified as capable of performing the required duties, and the School Nurse shall provide notification of this certification.

5. All provisions included in this section shall apply for the legal adoption of a child six (6) months of age or younger. The Board will consider a child care leave request for the adoption of a child between the ages of six (6) months and six (6) years.

#### **VIII. 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 schools 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.

#### **IX. 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.

#### **X. 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 Local 604—AFL-CIO.

#### **XI. 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.

#### **XII. EXPENSES OF PRINTING AGREEMENT**

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

#### **XIII. EXECUTION OF AGREEMENT**

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

**DATED** this 18th day of September, 2006

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

FOR THE BOARD EDUCATION  
LOCKPORT TOWNSHIP HIGH SCHOOL  
DISTRICT 205

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THOMAS DUCOMMUN, PRESIDENT

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AUDREY MANLEY, PRESIDENT

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**APPENDIX A**

**SCHOOL NURSES' SALARY SCHEDULE  
Lockport Township High School District 205**

Classification	Annual Salary	
	2006-07	2007-08
R.N./Central Campus	\$32,139	\$33,746
R.N./East Campus	\$41,885	\$43,979

LOCKPORT TOWNSHIP HIGH SCHOOL

NURSE SALARY SCHEDULE

2008-09

YEARS	CENTRAL CAMPUS		EAST CAMPUS	
1	24.64	34,372.80	27.10	37,804.50
2-4	27.10	37,804.50	29.81	41,584.95
5+	29.81	41,584.94	32.79	45,742.05

2009-10

YEARS	CENTRAL CAMPUS		EAST CAMPUS	
1	25.63	35,753.85	28.19	39,325.05
2-4	28.19	39,325.05	31.00	43,245.00
5+	31.00	43,245.00	34.10	47,569.50

