

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**CREVE COEUR SCHOOL DISTRICT NO. 76
BOARD OF EDUCATION**

AND THE

**CREVE COEUR SCHOOL SERVICE PERSONNEL ASSOCIATION
IEA/NEA**

FOR THE SCHOOL TERM

2008-2009

2009-2010

2010-2011

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ARTICLE I
Recognition

This Agreement is made and entered into between the Board of Education, School District No. 76, hereinafter referred to as the "Board", and the Creve Coeur School Service Personnel Association IEA/NEA, hereinafter referred to as the "CCSSPA".

It is understood that the CCSSPA is the sole bargaining agent for all non-certified service personnel (employees) excluding the school secretaries, administrative secretary, administrative bookkeeper, and food service director.

ARTICLE II
Employee and Association Rights

2.1 Non-Discrimination:

The Board shall not discriminate against any employee in respect to hours, wages, terms, and conditions of employment for reason of membership in the CCSSPA, participation in negotiations with the Board or the institution of any grievance, complaint or proceeding under this Agreement. To the extent not otherwise provided in this Agreement or by Law, all decisions regarding employment, assignment, and discharge shall be made by the Board in the exercise of its sole discretion and in accordance with its determination of policy and standards of service; provided, however, the Board shall not discriminate against any employee in respect to hours, wages, terms, and conditions of employment for reason of not maintaining membership in the CCSSPA, not participating in negotiations with the Board or refusing to cooperate in the institution of any grievance, complaint, or proceeding under this Agreement.

2.2 Right to Organize:

Employees shall have the right to organize, join, and assist the CCSSPA and to participate in professional negotiations with the Board, consistent with other provisions of the Agreement. Furthermore, employees shall have the right to refuse to organize, join, and assist in the CCSSPA and to refuse to participate in professional negotiations with the Board.

2.3 Personnel File:

Each employee shall have the right, upon request, to review the contents of his/her personnel file. At the employee's request, a representative of the CCSSPA may accompany the employee to this review. The employee has the right to make a written response to any material related to discipline or employment. An employee's personnel file shall not contain any false material.

2.4 Payroll Deductions:

The Board shall deduct from each employee's pay the current dues of the CCSSPA provided the Board has received an authorization form. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization between September 1 and September 15 of any year. The Board shall remit said deduction dues to CCSSPA within 10 days following the pay period deduction. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular compensation check of the bargaining unit member each month for 10 months, beginning in September and ending in June of each year.

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

- (a) The Board gives prompt notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and
- (b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

2.5 Fair Share:

1. Each bargaining unit member, except for playground supervisors, groundskeeper and other employees routinely working less than thirty (30) hours per week (other than bus drivers), as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

a. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires.

b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate level.

5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board of the Board's imperfect execution of the obligations imposed upon it by this Article.

6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

2.6 Meetings, Notices and General Information:

The CCSSPA may, subject to reasonable regulation and reimbursement of any costs, use the following:

- (a) The use of the school buildings for meetings:
- (b) The use of employee mailboxes, inter-school mail, and school bulletin boards for the purpose of internal communications;
- (c) The use of school equipment, e.g., computers and copy machines.

2.7 Communications:

A copy of the open Board agenda, along with any information provided to the media, shall be given to the CCSSPA representative as soon before the Board meeting as possible.

CCSSPA will have a communication box at the District Office for the purpose of written communication between the Board and CCSSPA. Approved Board minutes will be placed in the CCSSPA communication box within 72 hours following approval. Two copies of all

documents shall be provided. Additionally the approved minutes will be posted on the internet as soon as possible following approval.

ARTICLE III **Performance Evaluations**

3.1 A written evaluation, consisting of an assessment of work performance, may be done of each employee by the Board or its designated representative with such frequency as shall be determined to be in the best interest of the District. Conduct, procedures, and evaluation instruments shall be fair and objective as reasonably determined by the Board.

3.2 Each employee shall be given a copy of all written evaluations and shall acknowledge receipt by signing a copy to be placed in the employee's personnel file. The employee shall be given an opportunity to make a written response to the evaluation, which shall be included in the employee's personnel file.

3.3 Each probationary employee shall be evaluated by his/her supervisor at least once before the 50th calendar day of continuous employment provided at least 20 days have been while school is in session.

ARTICLE IV **Working Conditions**

4.1 Working Hours:

The employee's working hours shall be determined by the Superintendent and approved by the Board. Part-time hours are determined by the Board. Scheduling of work hours shall be done in a manner to avoid split shifts. Usual and customary working hours are set forth below as a guide and may be increased or reduced pursuant to Article V (as the Board, in its sole discretion, shall determine) unless specifically restricted by the terms of this agreement.

Regular Full-time Custodian	12 months 8 hours per day
Regular Part-time Custodian	nine months 2 hrs. daily
Regular Full-time Cook	178 Attendance days 7 hrs per day
Regular Part-time Cook	As directed by the Board
Regular Full-time Bus Drivers	Attendance days 2 runs per day
Regular Part-time Bus Drivers	Attendance days 1 run per day
Resource Clerk	Teacher attendance days 6 hrs per day
Groundskeeper	As needed
Playground Supervisor	Student attendance days-- as assigned
Personal Attendants	Student attendance days/hours
Educational Assistants	Teacher attendance days 6 hrs per day
Summer employees is defined as a part time position with no benefits -	As directed

Any other provision herein notwithstanding, the hours of full and part-time educational assistants on non-student attendance days may be reduced to the extent that there is no appropriate training, seminar or other appropriate District work.

The Board and CCSSPA shall establish a list for teacher assistants, playground supervisors and other employees to volunteer to perform bus monitoring responsibilities. The Superintendent, with input from the CCSSPA president, will endeavor to assign bus monitoring responsibilities to volunteers on the list, so long as the volunteer is qualified and the assignment will not result in overtime.

In the event there are not qualified volunteers on the list, the Superintendent, with Board approval, reserves the right to assign bus monitoring responsibility to personnel. In addition to their regular duty day on the basis on inverse seniority

The District shall pay the registration cost for and permit each Educational Assistant to attend up to one educational workshop per year relating to that employee's position so long as the workshop is pre-approved by the Superintendent.

Each Educational Assistant pursuing a teaching certificate shall be permitted to take unpaid leave for the purposes of student teaching. Pay level and seniority accumulated before the period of leave shall resume upon return from the leave.

Cooks shall work regular shift hours on early release days for students and/or teacher in-service days, subject to need as determined by the Food Service Director.

The total time required of bus drivers by the Board for each bus run shall not exceed one hour except that the CCSSPA shall consider any reasonable alteration of time which does not deprive any bus driver of compensation. If no agreement as to alteration of time is achieved, no change shall be made.

The minimum number of regular bus routes will be four.

Overtime custodial work shall be assigned on the basis of building seniority with the most senior custodian given the first opportunity for overtime work. This shall not, however, prohibit the District from first attempting to have extra work performed without paying overtime rates.

When there is a special event held at a District building and the principal determines there is a need for a custodian, the principal shall make reasonable efforts to contact custodians in order of seniority.

When there is a special event held at a District building and it is determined there is a need for a cook, the Director of Food Services shall make reasonable efforts to contact cooks in order of seniority.

4.2 Tardiness:

The parties acknowledge that tardiness is a poor work habit, will have an effect on an employee's performance evaluation, and may result in disciplinary action, including dismissal. Employees are expected to arrive and leave work on time. In the event of an emergency requiring an employee to be late, the employee's supervisor is to be promptly notified.

Employees are to call the District Office contact person at least one hour before their shift begins. Failure to do so will result in disciplinary action including possible dismissal. Cooks are to call the Director of Food Services and she in turn will call the District Office. Custodians are to call their principal and the District contact person. The Principal is to call a substitute custodian.

4.3 Absenteeism:

The parties acknowledge that absence from work without good reason is a poor work habit, will affect an employee's performance evaluation, and may result in disciplinary action, including dismissal. In the event an employee must be absent from work, employee shall promptly notify his or her immediate supervisor or such other person as the Board shall from time to time direct, but no later than One (1) hour before scheduled work time.

The use of "dock days" will result in disciplinary action including possible dismissal. Extenuating circumstances will be taken into account; however, a pattern of using "dock days" will not be considered extenuating circumstances.

4.4 Outside Employment:

No employee shall be employed in any other employment which adversely affects the employee's job performance. To the extent allowed by the needs of the District, the District shall give consideration to employee desires concerning hours of work and schedules.

4.5 Coffee Breaks:

Each employee shall be entitled to a fifteen (15) minute coffee break for each three (3) consecutive hours of work. The breaks shall be reasonably scheduled by the employer.

4.6 Resignation:

An employee may resign with a minimum of two (2) weeks written notice.

4.7 Property Damage:

The District will pay for repair or replacement of an employee's tools or equipment if such property is stolen or damaged during authorized use by the employee in the performance of the employee's job responsibilities. Those employees who frequently use tools in discharging their responsibilities must receive annual authorization for their use.

4.8 Unsafe or Hazardous Conditions:

An employee shall report hazardous or unsafe conditions existing in connection with the employee's job responsibilities. Within a reasonable time after receiving such report, the Board shall take all reasonable and necessary steps to investigate and correct such conditions.

4.9 Meal Time:

For each employee working six (6) consecutive hours or more in a work day, a thirty (30) minute, unpaid, uninterrupted meal period shall be included in the employee's work day and while on overtime if such work day requires the employee to work during periods of time customarily devoted to meals.

4.10 Probation:

Employees shall be classified as probationary until they have continuously been employed for at least sixty (60) working days in their classification of which twenty (20) must be while school is in session.

4.11 Disciplinary Action:

A. No non-probationary employee shall be disciplined, discharged, or issued a written reprimand without just cause.

B. Association representatives shall be released with pay for any disciplinary conference of an employee if conducted during work hours.

C. Progressive Discipline Procedures;

-)1. First offense -- written reprimand
-)2. Second offense – Suspension with/without pay.
-)3. Third offense -- Dismissal

Any progressive disciplinary action taken during a fiscal year shall be removed from the individual's file at the end of the fiscal year.

4.12 Temporary or Substitute Employees:

When temporary or substitute employees are needed as determined by the Board to fill absences of regularly-assigned employees, available regular part-time employees will be offered the work before temporary or substitute employees are hired. If no one is hired or assigned, the remaining employees in the classification shall not be expected to complete the uncompleted work.

Employment for temporary, summer, custodial help will be offered as follows:

1. Current custodians or custodians with call-back rights.
2. Qualified individuals who have satisfactorily performed temporary summer custodial work within the previous two years. It is expressly agreed that this subsection is not intended to limit assignment of work to CCSSPA Employees.
3. The most qualified employees of the District. It is expressly agreed that this subsection is not intended to limit assignment of work to CCSSPA Employees.
4. Any qualified person.

4.13 Training Period:

All new employees shall serve a paid training period with an existing employee in the same job classification, the length of which to a maximum of forty (40) hours will be determined by the immediate supervisor.

4.14 Designated Supervisor:

Each employee shall have one specified immediate supervisor or designee for the purpose of work assignments and evaluation.

4.15 Contractual Services:

The Board shall not employ persons or services to perform work regularly and customarily performed by bargaining unit personnel except for major projects and emergencies. Under such circumstances, no affected employee's hours shall be reduced.

4.16 Vacancies:

If there are employees on a recall list, rights and procedures under Article V shall be implemented prior to exercising provisions of 4.16. All vacancies, additional regular positions/bus runs, and newly-created jobs shall be posted with job duties in each attendance center for five (5) work days with a copy to the Association President. In all cases, if qualified bargaining unit applicants exist, the position shall be offered in total district seniority order to applicants in that classification or if there are no applicants from said classification, the position will be offered in total district seniority order to qualified applicants in any classification. If the vacancy occurs during the school year and to fill the position according to the procedure above would cause significant hardship to the District, a temporary assignment may be made until a convenient time or through the end of the school year. Promptly thereafter, an assignment to the vacancy shall be made in accordance with the above procedure.

4.17 Miscellaneous:

Custodian(s) designated to do maintenance work for which he/she/they are paid the maintenance differential may be required to perform low-level maintenance work. In

monitoring overall performance, the Administration shall take into account the possibility that assignment of such work might detract from accomplishment of scheduled daily work.

“Low level maintenance work” as used in the contract shall include all those tasks which custodians have performed in the past and minor replacement/repair work which does not require significant skill. Custodians shall not be required to perform maintenance work which is beyond their competency.

4.18 A cafeteria employee shall be present and paid whenever there is a school function where the kitchen will be used and the cafeteria manager will not be present. Such work shall be offered on a rotational basis from among the cafeteria employees within that building.

ARTICLE V **Seniority**

5.1 Seniority shall be determined by the length of continuous regular service with the employer within the employee's current job classification. Seniority shall not be transferred from one classification to another. Service shall not be interrupted due to utilization of leaves of absence, vacations, layoffs, or normal breaks in the work year for that job classification.

Classifications are:

Custodian – Full time
Cook
Resource Clerk
Bus Driver
Groundskeeper
Playground Supervisor
Personal Attendants
Educational Assistants

A seniority list shall be developed and posted prior to October 1 of each year.

5.2 If the Board determines that reductions in hours or the number of employees is necessary, employees shall be reduced in inverse order of seniority in the job classification(s) affected, provided the remaining employees are adequately qualified to perform the remaining work. Notice of reduction shall be provided the employee(s) affected no later than sixty (60) days before the end of the school term preceding the layoff/reduction.

5.3 In the event seniority is equal between employees, the Board shall exercise its discretion as to which employee shall be retained with consideration given to the employee(s) with the best work performance and/or greatest training/ coursework.

5.4 If within fourteen (14) months from the effective date of layoff a vacancy occurs in the job classification from which layoff was made, the most senior laid-off employee in that job classification shall be offered the position at the compensation and benefits that exist at

such time for the position being filled. If there are no employees qualifying for recall in such job classification, the vacant position shall be offered to the most senior laid-off employee on any other job classification recall list, if such employee is, in the judgment of the Board, qualified for the position.

If a laid-off employee exercises a right to accept a position in a job classification different from that from which the employee was laid off, that employee shall serve a probationary period of sixty (60) days of active job performance, during which period the employee shall have those rights set out for other probationary employees under this Agreement. Should such probationary employee's work performance not be satisfactory, the employee shall retain those rights as afforded him or her under the prior job classification. An employee who accepts such employment waives all recall rights to the position from which he/she was laid off. An employee may reject an offer of an out-of-classification position or one of lesser terms and still retain recall rights to the classification from which he/she was reduced. If an out-of-classification position is accepted, through an offer during the recall period or through a voluntary transfer, seniority begins accruing in the new classification after the probationary period in the new position has been satisfactorily completed, computed retroactive to the first day of work in the new position. No seniority shall be lost due to an involuntary, out-of-classification assignment.

No rights outlined hereunder shall, however, extend the fourteen (14) month time period set out in this section.

ARTICLE VI **Leaves**

6.1 Absence Due to Illness or Injury:

The 12 month full time custodians, working eight hours per day, shall receive thirteen (13) sick leave days annually. Nine month employees shall receive ten (10) sick leave days annually. The length of the sick leave day shall be the same as the hours normally worked.

Playground supervisors, part time custodians and groundskeepers shall receive no sick leave days.

(a) Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the staff member's immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brother, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

(b) Sick leave shall not be debited for legal holidays or vacations.

(c) Any employee who is injured in the line of duty shall receive such compensation and expenses as are required by the Worker's Compensation Law of the State of Illinois.

Such compensation shall be supplemented with an amount sufficient to maintain his or her regular compensation for a period not to exceed his or her regular sick leave reserve.

(d) All rights and benefits shall continue while on sick leave.

(e) In the event the Board determines that an employee is suffering personal illness and not able to perform the duties assigned, the Board shall have the right to place such employee on sick leave as defined in this Article; provided that if the employee challenges such decision, final verification of illness and fitness for work shall rest with a physician chosen by mutual agreement by the employee's doctor and the District's doctor.

(f) Each employee shall receive notification of his/her accumulated sick and personal leave by October 1st of each year.

(g) Additional leave beyond that as defined in the contract may be granted by the Superintendent at his discretion.

6.2 Child Care Leave:

A leave of absence shall be granted to employees for purpose of child care, subject to the following conditions:

(a) Written notification requesting such a leave shall be made to the Superintendent's Office.

(b) Child care leave shall not exceed one (1) school year. Request for leave of less than one (1) year must be accompanied with a date of return.

(c) Written notification of intent to return to the school system shall be given to the Superintendent at least ninety (90) days before the end of the school term.

(d) Maternity illness shall be treated as any other physical disability for the period of time that the employee is incapacitated, by doctor's certification.

(e) No compensation shall be paid while on leave under this Section.

6.3 Family and Medical Leave:

Each "eligible employee" (as defined within the Family and Medical Leave Act) shall be entitled to a family and/or medical leave of absence which shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per twelve (12) month period (measured backward from the date an employee uses any family or medical leave). Leave may be taken for those qualifying events identified within the Family and Medical Leave Act.

The provisions of this Section shall apply to all family medical leaves of absence except to the extent that the employee is entitled to paid leave for any part of the twelve (12) weeks

of leave to which the employee may be entitled under this Section. In such case, if an employee is otherwise entitled to paid leave, the employee must take the paid leave first; provided, if the paid leave otherwise available is for less than a twelve (12) week period, the additional days of leave necessary to attain the twelve (12) weeks of leave required under this policy shall be provided without compensation. Further provided, the limitations placed on length of leave by this Section shall not in any way affect the length of other leaves which may be available.

Spouses who are employed by the District are entitled to a combined total of twelve (12) weeks of leave for the birth or adoption of a child or for the care of a sick parent.

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice not less than thirty (30) days prior to the leave, and make efforts to schedule leave so as not to disrupt the District's operations. In case of illness, the employee shall report periodically on his or her leave status and intention to return to work.

For purpose of this Family Medical Leave only, an employee who is granted a family or medical leave of absence shall continue to receive group insurance benefits for up to a total of twelve (12) weeks, including coverage during paid leave, at the level and under the conditions that the coverage would be provided if the employee had continued working and had not taken leave. In the event that an employee elects not to return to work upon completion of an approved, unpaid leave of absence, the employee must reimburse the District for the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

6.4 Jury Duty:

The Board shall pay the regular compensation to employees called to serve as jurists. The employee shall remit to the District any per diem expenses received as party of such service.

6.5 Association Leave:

In the event the CCSSPA desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives shall be released without loss in pay for a period not to exceed three (3) days per school year. However, the CCSSPA shall pay the District in an amount equal to the cost of substitute services pursuant to such released time.

6.6 Miscellaneous Leaves:

In circumstances other than those expressly provided in this Article, an employee may be granted a leave of absence by action of the Board upon such conditions as the Board shall in its sole discretion determine.

6.7 Leave Benefits:

Except as provided in Section 6.3 above, an employee eligible for group insurance, on a Board-approved leave, shall have the right to participate in the group hospital and medical insurance described under Article VII in like manner as if such employee were not on leave, provided, however, the financial expenses of such benefits shall rest entirely with the employee.

6.8 Personal Leave:

An aggregate of two (2) personal days, equal in length to the employee's work day, shall be granted upon request to each nine (9) month employee each year, except for playground supervisors, and groundskeeper. Employees working twelve (12) months shall receive an aggregate of two (2) personal days per year. The appropriate administrator shall be notified 24 hours prior to utilization of the leave except in the case of an emergency. Requests for the same day shall be subject to reasonable regulation. Unused personal days shall accumulate as sick leave.

ARTICLE VII

Employee Compensation and Fringe Benefits

7.1 Employee Compensation:

The Board, in its sole discretion, shall determine which and how many of the employee classifications shall be filled from time to time, subject to other provisions of this contract. No employee shall earn less per hour/day/year than a substitute working the same classification.

Bus drivers hired prior to July 1, 1985 shall be compensated at the Tier I rate, and those bus drivers hired after July 1, 1985 and before September 9, 2008 (ratification date) shall be compensated at the Tier II rate and those bus drivers hired after September 9, 2008 (ratification date) shall be compensated at the Tier III rate. Cooks, custodians, personal attendants, and educational assistants hired prior to September 9, 2008 (ratification date) shall be compensated at the Tier I rate and those cooks, custodians, personal attendants, and educational assistants hired after September 9, 2008 (ratification date) shall be compensated at the Tier II rate. There is no compensation of other employees connected with Tier rates.

	2007-2008	2008-2009	2009-2010	2010-2011
Custodians Tier I	\$14.09	\$14.72	\$15.39	\$16.00
Custodians Tier II	\$11.09	\$11.53	\$11.99	\$12.47
Cooks Tier I	\$12.48	\$13.04	\$13.63	\$14.17
Cooks Tier II	\$9.48	\$9.86	\$10.25	\$10.66
Substitute Cook Minimum Wage	\$7.50	\$7.75	\$8.00	\$8.25
Head Cook - 15% higher than cook rate Tier I	\$14.35	\$15.00	\$15.67	\$16.30
Head Cook - 15% higher than cook rate Tier II	\$10.90	\$11.34	\$11.79	\$12.26
Substitute Head Cook Substitute cook rate plus 15% of that rate	\$8.63	\$8.91	\$9.20	\$9.49
Bus Drivers Tier I	\$61.64	\$64.41	\$67.31	\$70.00
Bus Drivers Tier II	\$59.02	\$61.68	\$64.45	\$67.03
Bus Drivers Tier III	\$57.00	\$59.28	\$61.65	\$64.12
Regular part time	\$29.51	\$29.64	\$30.83	\$32.06
Field Trips, mechanic runs, and athletic runs	\$21.90	\$22.89	\$23.92	\$24.87
	\$10.68	\$11.16	\$11.66	\$12.13
Bus Monitors	\$9.07	\$9.48	\$9.90	\$10.30
Resource Clerk	\$11.96	\$12.50	\$13.06	\$13.58
Personal Attendants (Less than 30 Credit Hours)				
Personal Attendants Tier I	\$10.20	\$10.66	\$11.14	\$11.58
Personal Attendants Tier II	\$8.89	\$9.25	\$9.62	\$10.00
Educational Assistants				
Category A (30 + Credit Hours or Test) Tier I	\$11.96	\$12.50	\$13.06	\$13.58
Category A (30 + Credit Hours or Test) Tier II	\$10.00	\$10.40	\$10.82	\$11.25
Category B - Associates Degree or 60 Credit Hours	\$12.46	\$13.02	\$13.61	\$14.15
Category C - Bachelor's Degree in Education or Bachelor's Degree with an Education endorsement	\$12.96	\$13.54	\$14.15	\$14.72
Groundskeeper	\$10.73	\$11.21	\$11.72	\$12.19
Playground Supervisor	\$9.09	\$9.50	\$9.93	\$10.32

Two summer head custodians shall receive a fifty cent (.50) an hour differential for acting as head custodian at Parkview and LaSalle Respectively. The Board reserves the right to appoint the summer head custodian.

Maintenance Differential: 50 cents per hour above employee's hourly rate of pay for time performing maintenance work.

The costs of certification and/or recertification required of cooks by the State shall be borne by the District. The costs of T.B. tests required by the law or District shall be paid by the employer; provided that the reimbursement shall be limited to the lowest cost at which such test are available.

Bus drivers will be paid an annual training allowance of \$15.00, \$12.00/month for gassing, cleaning, and oiling buses (\$6.00/month for part time), and all shall be reimbursed the cost of a license fee if required by law, regulation, or by the employer. The employer shall pay for the cost of drug testing, physicals, exams and any inoculations as required by law, regulation, or the employer. The costs of such tests, physicals, exams and inoculations shall be paid by the employer; provided that the reimbursement shall be limited to the cost which would be charged to the District by Proctor First Care. In the event that a bus driver is required to submit to a drug test as a result of the bus driver's position that cannot reasonably be scheduled outside the work day, the bus driver shall suffer no loss of pay.

It is the intent of the Board of Education that employees who are released as a result of reduction in force will be recalled at the same tier in which they had been released as long as they are rehired within 14 months of being laid off.

7.2 Group Hospital and Medical Insurance:

Employees regularly working 30 hours or more per week shall be eligible for hospital, medical, life and dental insurance under the District's plan. The District shall pay 50% of the premium costs for the single plan coverage. Dependent coverage shall be available, but the additional cost of such shall be borne by the Employee.

In the event that the CCSSPA submits a written request by no later than November 1, 2003, to re-open negotiations because of changes to the District's plan, then the parties shall commence negotiation on this section within thirty (30) days of the request. In the event of such a re-opening, negotiations shall be limited to changes to this section, and the no-strike clause shall remain in full force and effect.

7.3 Additional Paid Days

Full time twelve months employees shall not be required to work, but shall receive pay for the following days: New Years Day, Dr. Martin Luther King Day, Lincoln's Birthday or Presidents' Day, Casimir Paluski's Birthday, Good Friday, Memorial Day, Independence Day (July 4), Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve (1/2) day pay.

In the event any of these paid days fall on a Saturday or Sunday, there will be no additional pay, except for Christmas Day . If the District request a waiver and receives it for any of the aforementioned days it will be considered a student attendance day and the employees will be required to work a regular scheduled day with no additional pay.

Nine month employees shall not be required to work, but shall receive pay for the following days: New Years Day, Dr. Martin Luther King Day, Lincoln's Birthday or Presidents' Day, Casimir Paluski's Birthday, Good Friday, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

In the event any of these paid days fall on a Saturday or Sunday, there will be no

additional pay, except for Christmas Day . If the District request a waiver and receives it for any of the aforementioned days it will be considered a student attendance day and the employees will be required to work a regular scheduled day with no additional pay.

Groundskeepers and playground supervisors receive no holiday pay.

7.4 Payroll Periods:

Employees shall continue to be paid on the same pay day schedule as currently exists, except that Educational Assistants shall have the option to receive their pay over a twelve (12) or ten (10) month period.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this section, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires.

2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate level.

The Association agrees that in any action so defended, it will indemnity and hold harmless the Employer from any liability for fines, penalties, damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this section. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this section.

7.5 Additional Hours:

In the event employees are required to work more hours than forty (40) hours in a work week, such employee shall be paid one and one-half (1-1/2) times the hourly rate for that employee for each hour exceeding forty (40) hours in the work week.

Special events, weekend work or overtime in a particular school building shall be assigned to that particular building's regularly-assigned custodians on a seniority basis.

Eligible employees on the effective date of this contract with accumulated compensatory time will either make arrangements to promptly utilize the time at a time and one-half rate (1-1/2) or be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

7.6 Vacations:

All 12-month employees shall receive paid vacation each year as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 - 4	1 week
5 - 14	2 weeks
15+	3 weeks

All summer employees that have 10 years of employment shall receive 2 paid vacation days.

Vacation must be used within one (1) year of when credited and unused vacation shall not accumulate.

The scheduling of vacation for employees, including custodial employees, must be approved by the Superintendent. The Superintendent shall call a meeting of the custodians in May for the purpose of scheduling remaining summer vacations. During the meeting, custodians shall be allowed to schedule summer vacations based on seniority, with no more than one custodian being scheduled for vacation at the same time without the permission of the Superintendent. The foregoing procedure shall not be construed to prohibit a custodian from scheduling a summer vacation prior or subsequent to the May meeting. Summer vacation scheduled prior to May 1 shall not be bumped by a request of a more senior custodian for vacation during the same time. Custodians may schedule summer vacations following the May meeting subject to remaining availability. Vacation time shall not be allowed during student attendance days unless there is a dire emergency. The Superintendent has absolute authority for approving vacation time.

Employees may roll 1 week (5 days) of unused vacation from one year into sick days for the following year. These days can only be rolled in blocks of five (5) days.

7.7 Call-in Pay:

An employee working the job classification of custodian who is called to return to work at times other than his or her regularly-scheduled shift shall be paid a minimum of two (2) hours at the customary hourly rate or overtime rate, depending on the total time worked by the employee in such week.

7.8 Extra Runs and Field Trips:

Regular full- or part-time bus drivers shall be given extra runs from among those available and desiring such runs on the basis of seniority. Field trips will be distributed on the basis of seniority rotation among regular full- or part-time bus drivers. Rotation will be based on a list with the most senior regular full- or part-time bus drivers at the top and the least senior at the bottom. Field trips will be offered to the top driver on the list as trips become available. That driver will then rotate to the bottom of the list. If a driver refuses a trip, it will be counted as if he/she accepted it and the driver's name will be moved to the bottom of

the list. If possible, drivers will be given two (2) days notice in advance of scheduled field trips.

7.9 Personal Auto:

Use of a personal auto for employer business, including required travel between buildings during the work day shall be reimbursed at the prevailing rate reimbursable by the IRS.

7.10 IMRF Shelter and Contributions:

According to the authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code and Public Act 81-5136, Ill. Rev. Stat. 1981, Chapter 108 1/2, Par. 7-173.2, the Board of Education agrees to deduct from each employee's wages, four and one-half (4-1/2) percent of his/her wages and remit said amount to the Illinois Municipal Retirement Fund on behalf of each employee as a tax-sheltered, direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

7.11 Hepatitis B inoculations shall be provided free upon request by any Employee at the cost charged to the district by Proctor First Care. The costs of any other hepatitis B tests or inoculations required by law or regulation shall be borne by the Employer at the lowest available cost.

7.12 The District shall post thirty (30) days prior to the end of each school term a notice identifying the number of people it expects to need for registration, along with the rate of pay for such work. Any employee may sign up to work registration and such employees will be selected based on the earliest sign up date.

7.13 The District shall pay the premium for any employee working thirty (30) hours or more per week that elects to receive \$30,000 in term life insurance from the group life insurance plan offered to the District's certified staff. To the extent permitted by the insurance plan, employees working less than thirty (30) hours per week may elect to receive \$30,000 in term life insurance, but the employee must pay the premium.

7.14 The provisions of this section are available only to Employees who are not eligible for IMRF because the Employee is regularly scheduled for less than 600 hours per year. In the event that such an Employee who is eligible for any retirement incentive made available by the Board to educational support personnel according to School Board policy elects in writing to waive payment of the retirement incentive available pursuant to policy, then upon retirement by the Employee, the Board shall pay the Employee a bonus of \$135.00 per year for each year of service by the Employee to the District. In order to be eligible for payment under this section, however, in addition to waiving any other payments due by reason of Board policy, the Employee must meet the following requirements:

1. Attaining fifty-five (55) years of age before the effective date of retirement;

2. Completing at least twenty (15) years of continuous service to the School District before the effective date of retirement;
3. Submitting a formal written notice of retirement, constituting an effective resignation to take effect no earlier than five (5) months and no later than six (6) months following the date of delivery; and
4. The Employee must not be eligible for IMRF because the Employee is regularly scheduled for less than 600 hours per year.
5. In the event of a life altering event, the employee may have less than 6 months for notification for retirement.

ARTICLE VIII **Grievance Procedure**

8.1 Definition:

A grievance shall mean a complaint alleging a violation, misinterpretation, or misapplication of any provision of this Agreement.

8.2 Time Limits:

All time limits shall consist of calendar days. The filing of the grievance must be within thirty (30) days of the date of the occurrence of the event giving rise to the grievance.

The failure of a grievant (employee, group of employees or the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal. If no decision has been rendered within the time limits indicated within a step, then the grievance shall be processed to the next step. The time limits, however, may be extended by mutual agreement.

In the event a grievance is filed so that the sufficient time as indicated under all steps of the procedure cannot be provided before the expiration of the Agreement, the grievance shall be resolved under the terms of this Agreement and not under the succeeding Agreement.

8.3 Procedure:

A. First Step: If a grievance cannot be resolved informally, the grievant may file a grievance in writing and request a meeting with the immediate supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The immediate supervisor who has authority to make a decision on the grievance shall make such decision and communicate the decision and reason for it in writing to the grievant and the Superintendent or his designee within ten (10) days of the filing of the grievance.

B. Second Step: In the event a grievance has not been satisfactorily resolved at the First Step, the grievant may file a copy of the grievance with the Superintendent or his designee within ten (10) days of the First Step decision or within fifteen (15) days after the grievance was presented at the First Step, whichever is sooner.

Within ten (10) days after such written grievance is filed with the Superintendent under this Second Step, a meeting shall be held at a mutually-agreed time and place among the grievant, a representative of the CCSSPA as requested by the grievant, and the Superintendent or his designee. At such meeting, the merits of the grievance shall be discussed, and within ten (10) days following the date of such meeting, the Superintendent or his designee shall render a decision on the grievance and communicate it in writing to the grievant and the CCSSPA.

C. Third Step: If the grievant is not satisfied with the disposition of the grievance at the Second Step or the Second Step time limits expire without the issuance of the Superintendent's written answer, then the CCSSPA may submit to the Superintendent or his designee a notice on intent to appeal the grievance to final and binding arbitration pursuant to the voluntary rules of arbitration of Federal Mediation and Conciliation Services, who shall administer the proceedings.

If a demand for arbitration is not filed within twenty (20) days from the date of the decision of the Superintendent or within twenty (20) days from the date that the Superintendent is required to make a decision if no decision is made by the Superintendent, the grievance shall be deemed withdrawn.

8.4 Arbitrator's Expense:

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 CCSSPA. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

8.5 Arbitrator's Authority:

The Arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement.

8.6 Employee Representation:

Any grievant has the right to be represented at any level of the grievance procedures.

8.7 No Reprisals Clause:

A grievant who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

8.8 Hearings and Conferences:

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons involved to attend,

including witnesses entitled to be present and will be held, insofar as possible, after regular school hours.

8.9 No Work Interference:

It is agreed that any investigation or other handling or processing of any grievance by the grievant or CCSSPA representative shall be conducted after regular work hours so as to result in no interference with or interruption whatsoever of the work activities of the grievant, other employees, or the students.

8.10 Administration Cooperation:

The parties shall cooperate with each other in their respective investigations of any grievance.

8.11 Class Grievance:

A class grievance is a grievance within the definition of this Article which affects more than one (1) employee in the same manner. Such grievance may be filed by any one member of the class or the CCSSPA provided that the grievance identifies descriptively the class and employees affected.

8.12 Administrator Above Building Level:

A grievance involving an administrator above the building level may be initially filed at the Second Step.

8.13 Grievance Withdrawal:

A grievance may be voluntarily withdrawn, without prejudice, by the grievant at any level prior to a decision at the level from which the grievance is withdrawn.

8.14 No grievance information shall be filed in a grievant's personnel file.

ARTICLE IX
Negotiation Procedures

Negotiations shall be conducted in accordance with the Illinois Educational Labor Relations Act as amended from time to time.

ARTICLE X
No Strike Provision

The CCSSPA agrees that during the term of this agreement it and its members shall not strike, conduct or participate in any similar activity including, but not limited to, work stoppages or slowdowns.

ARTICLE XI
Effect of Agreement

11.1 Full Force and Effect:

If any section, paragraph, sentence, or clause of this Agreement is or becomes in violation of law or is declared invalid, illegal, or unconstitutional by a court of competent jurisdiction, then such section, paragraph, sentence, or clause shall be automatically deleted from this Agreement but the remaining sections, paragraphs, sentences, or clauses shall remain in full force and effect for the duration of this Agreement as if not affected by the deleted section, paragraph, sentence, or clause. The affected provisions shall be immediately renegotiated.

11.2 Supplemental Negotiations:

The terms and conditions set forth in this Agreement represent the full and complete and only understanding between the parties hereto. The terms and conditions of the Agreement may be modified by alteration, change, addition to, or deletions only through the voluntary, mutual consent of the parties in a written amendment hereto. It is further understood that the provisions of this Agreement are binding on both parties.

ARTICLE XII
Duration of Agreement

12.1 This Agreement shall be in effect from the date of execution, through June 30, 2011.

DATED this 9th day of September, 2008.

CREVE COEUR SCHOOL SERVICE
PERSONNEL ASSOCIATION-IEA/NEA:

BOARD OF EDUCATION
CREVE COEUR SCHOOL DISTRICT
NO. 76:

By _____
Its President

By _____
Its President

MEMORANDUM OF UNDERSTANDING

The Board of Education of Creve Coeur School District No. 76 and the Creve Coeur School Support Personnel Associations, IEA/NEA, enter into this Memorandum of Understanding as follows:

1. During each year of this Agreement, subject to continued grant funding a Pre-K / ECE run using District busses and employees may be added. The run includes four runs per day. The driver will have two runs in the morning (take to school/take home from school) and two runs in the afternoon (take to school/take home from school).

2. The Pre-K/ECE driver will be paid on Tier II.

3. The Pre-K driver will run all Pre-K field trips and will not be included in the normal rotation of sports runs, after school runs, extra runs, and field trips.

CREVE COEUR SCHOOL SERVICE
PERSONNEL ASSOCIATION-IEA/NEA:

BOARD OF EDUCATION
CREVE COEUR SCHOOL DISTRICT
NO. 76:

By _____
Its President

By _____
Its President

MEMORANDUM OF UNDERSTANDING

The Board of Education of Creve Coeur School District No.76 and the Creve Coeur School Support Personnel Associations, IEA/NEA, enter into this Memorandum of Understanding as follows:

As long as the grant funding continues and the Board elects to continue the program. Bus drivers transporting student for a tutorial take home run and Century 21 will be paid in accordance with the Tier II part-time rate. The after school-tutoring run is approximately one and one half hours in length. The schools included are LaSalle and Parkview.

CREVE COEUR SCHOOL SERVICE
PERSONNEL ASSOCIATION-IEA/NEA:

BOARD OF EDUCATION
CREVE COEUR SCHOOL DISTRICT
NO. 76:

By _____
Its President

By _____
Its President