

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

2019-2024

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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 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 by submitting a signed document to the District or the Association indicating that he or she no longer wishes to have union dues deducted. The District or the Association, as the case may be, shall notify the other and provide a copy of the same within two (2) business days. The Board shall remit said deduction dues to CCSSPA within ten (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 ten (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.

2.4 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.

2.5 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.

ARTICLE III

Performance Evaluations

3.1 Number of Evaluations and Procedures:

Each employee shall be evaluated by his or her direct supervisor at least one (1) time during each school year using a written evaluation instrument, which assesses the employee's work performance, attendance, attitude, and cooperation with fellow employees and supervisor. The Board or its designee may increase the number of evaluations per school year when it is determined to be in the District's best interests to do so. The District Administration, in cooperation with a union official, shall determine the evaluation procedures and instruments to be used.

3.2 Written Evaluations:

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 Probationary Employee Evaluations:

Each probationary employee shall be evaluated by his/her direct supervisor at least once before the ninetieth (90th) calendar day of continuous employment.

ARTICLE IV

Working Conditions

4.1 Working Hours:

The employee's working hours shall be determined by the Superintendent and scheduling of work hours shall be done in a manner to avoid split shifts. The Board shall set the usual and customary working hours as a guide but, may be increased or reduced pursuant to Article V, unless specifically restricted by terms found herein:

Regular Full-time Custodian	12 months 8 hours per day
Regular Part-time Custodian	9 months up to 5 hours per day
Regular Full-time Cook	178 Attendance days 7 hours per day
Regular Part-time Cook	As Stated in Job Posting
Regular Full-time Bus Drivers	Attendance days 2 runs per day
Regular Part-time Bus Drivers	Attendance days 1 run per day
Groundskeeper	As needed
Playground Supervisor	Student attendance days-- as assigned
Personal Attendants	Student attendance days/hours
Educational Assistants	Teacher attendance days 6 hours per day
Summer Employees	

Any other provision herein notwithstanding, the District has discretion to reduce the number of hours worked by educational assistants on non-student attendance days.

The Board and CCSSPA shall establish a list of represented employees who desire to perform bus-monitoring duties. The Superintendent, with input from the CCSSPA president, will endeavor to assign bus monitoring duties to the employees on the list by length of service in the District, so long as the employee is qualified and the assignment will not result in overtime.

In the event there are no qualified employees on the list, the Superintendent may either involuntarily assign bus-monitoring duties to employees in addition to their regular assigned hours beginning with the least time of service in the District or hire someone from outside the District.

The Educational Assistant assigned to the library shall work six (6) hours per day unless the Superintendent authorizes a longer day.

The District shall allow each Educational Assistant to attend one (1) educational workshop per year related to the employee's work duties with pre-approval from 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.

Whenever it appears that a first shift custodian may be absent for five (5) work days or more, the second shift custodian at that school shall have the first right of refusal to fill the first shift position.

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.

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, up to and including possible 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 must notify his or her direct supervisor promptly. Employees are to call the District Office contact person and his or her direct supervisor at least one (1) hour before their shift begins. Failure to do so will result in disciplinary action, up to and including possible dismissal.

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, up to and including possible dismissal. In the event an employee must be absent from work, employee shall use the notification steps set out in Section 4.2.

The use of "dock days" will result in disciplinary action, up to and including possible dismissal. The Board may take extenuating circumstances into account when determining disciplinary action for the use of "dock days".

4.4 Outside Employment:

No employee shall be employed in any other employment which adversely affects the employee's job performance. The District may give consideration to an employee's desire concerning hours of work and schedules, as related to outside employment.

4.5 Breaks:

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

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 actually worked for at least ninety (90) working days in their classification.

4.11 Disciplinary Action:

A. Non-probationary employee shall not be disciplined, issued a written reprimand, or dismissed 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 or without pay
3. Third offense: Dismissal

D. Any conduct that is egregious may result in immediate dismissal. As examples, egregious conduct would include, but not be limited to, dishonesty, abuse of students or criminal behavior.

All disciplinary documents shall be placed in the employee's personnel file and shall remain in the file for five (5) calendar years from the date of the disciplinary consequence.

4.12 Temporary or Substitute Employees:

In the absence of regular full-time employees, the District will offer the work to any available regular part-time employee before hiring temporary or substitute employees. 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 for sixty (60) or more days over the previous two (2) 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 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. Before the District may hire from outside, it must first offer the position to qualified

applicants currently working in the same classification based on seniority within the classification. If no qualified applicant is currently working in the same classification as the vacancy, the District may hire from outside. For purposes of this section, an employee will be deemed to be working in that classification for which the employee works the most hours. 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 Cafeteria Employee:

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.

4.18 School Closing:

Except for custodians, who will be offered work, any employee who reports to work before the District gives notice that school is closed due to inclement weather shall be paid two (2) hours call-in pay. In the event that a custodian cannot access the custodian's work place on school property by reason of inclement weather, the custodian may use an existing sick day and receive full pay.

4.19 Tuition Reimbursement:

The District shall reimburse employees the actual tuition cost for one (1) college class per year, not to exceed the ISU rate and provided the course has been approved in advance by the Superintendent and the employee completes the course with a grade of "C" or better.

ARTICLE V Seniority

5.1 Seniority List:

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
Cook
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 Custodian Shifts:

Pursuant to procedures established by the Superintendent, custodians shall be granted shift preference based on seniority when a position becomes available. Custodians shall be given notice of the opportunity to bid a shift at least five calendar days before they must submit their shift preference to the Superintendent.

5.3 Reduction in Force:

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. The District shall provide a notice of honorary dismissal to all affected employees no later than thirty (30) calendar days before the end of the school term preceding the layoff/reduction.

5.4 Equal Seniority:

In the event seniority is equal between employees, the Administration 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.

5.5 Recall:

If within twelve (12) 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 ninety (90) days of active job performance. 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 twelve (12) month time period set out in this section.

ARTICLE VI

Leaves

6.1 Absence Due to Illness or Injury:

Full-time (12 month) custodians, who work eight (8) hours per day, shall receive thirteen (13) sick leave days annually. Nine (9) 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, sons-in-law and daughters-in-law and legal guardians.

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

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

(d) 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.

(e) Additional leave beyond that as defined in the contract may be granted by the Superintendent's 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:

The District shall comply with the provisions of the Family and Medical Leave Act as amended.

6.4 Jury Duty:

The Board shall pay the regular compensation to employees called to serve as jurors. 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, one hundred percent (100%) of 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 twenty-four (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 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.

Salary Schedule:

	2019-20	2020-21	2021-22	2022-23	2023-24
<i>Custodians Tier I</i>	\$20.06	\$20.56	\$21.06	\$21.56	\$22.06
<i>Custodians Tier II</i>	\$15.64	\$16.14	\$16.64	\$17.14	\$17.64
<i>Cooks Tier I</i>	\$17.76	\$18.26	\$18.76	\$19.26	\$19.76
<i>Cooks Tier II and Substitute Cooks</i>	\$13.37	\$13.87	\$14.37	\$14.87	\$15.37
Head Cook - 15% higher than cook rate Tier I	\$20.43	\$20.93	\$21.43	\$21.93	\$22.43
Head Cook - 15% higher than cook rate Tier II and Substitute Head Cooks	\$15.37	\$15.87	\$16.37	\$16.87	\$17.37
<i>Bus Drivers Tier II</i>	\$84.05	\$85.05	\$86.05	\$87.05	\$88.05
<i>Bus Drivers Tier III</i>	\$80.39	\$81.39	\$82.39	\$83.39	\$84.39
Regular part time	\$40.20	\$40.70	\$41.20	\$41.70	\$42.20
Field Trips, mechanic runs, and athletic runs	\$31.19	\$31.69	\$32.19	\$32.69	\$33.19
Pay Rate for runs lasting over two (2) hours	\$15.20	\$15.70	\$16.20	\$16.70	\$17.20

Bus Monitors	\$12.92	\$13.42	\$13.92	\$14.42	\$14.92
Personal Attendants (Less than 30 Credit Hours)					
<i>Personal Attendants Tier I</i>	\$14.51	\$15.01	\$15.51	\$16.01	\$16.51
<i>Personal Attendants Tier II</i>	\$12.54	\$13.04	\$13.54	\$14.04	\$14.54
Educational Assistants					
Category A (30 + Credit Hours or Test) <i>Tier I</i>	\$17.03	\$17.53	\$18.03	\$18.53	\$19.03
Category A (30 + Credit Hours or Test) <i>Tier II</i>	\$14.10	\$14.60	\$15.10	\$15.60	\$16.10
Category B- Associates Degree or 60 Credit Hours	\$17.74	\$18.24	\$18.74	\$19.24	\$19.74
Category C- Bachelor's Degree in Education or Bachelor's Degree with an Education endorsement	\$18.45	\$18.95	\$19.45	\$19.95	\$20.45
Groundskeeper	\$15.28	\$15.78	\$16.28	\$16.78	\$17.28
Playground Supervisor	\$12.94	\$13.44	\$13.94	\$14.44	\$14.94

The costs of certification and/or recertification required of cooks by the State and the costs of recertification required of educational assistants by the State shall be borne by the District. Bus drivers will be paid \$16.25 per hour for required training. The Board also agrees to pay full time bus drivers \$16.25 each month for gassing, cleaning and oiling of buses (\$8.13 each month for part time bus drivers). All shall be reimbursed the cost of a license fee if required by law, regulation, or by the employer. All new employees and at the discretion of the Administration all employees returning to work following an injury or illness must pass a physical exam for their job specifications conducted at a medical facility designated by the Administration. The employer shall pay for the cost of drug testing, physicals, exams and any inoculations as required by law, regulation, or the employer. 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. In the event a bus driver is required to submit to a drug test, the bus driver shall do so immediately and without delay.

Employees who are required to take regional testing and who cannot do so during working hours shall be paid for two (2) hours for testing once each year.

Should any law dictate payment of a minimum wage that is applicable to a position filled by an employee of the District and which is in excess of the wage established in this Agreement for said position, then the minimum wage shall be paid to the employee commencing at such time as the law first requires payment.

7.2 Group Hospital and Medical Insurance:

Employees regularly working thirty (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 eighty percent (80%) of the premium costs for the single plan coverage providing not more than five (5) employees choose to participate. The District shall pay seventy

percent (70%) of the premium costs for single plan coverage providing more than five (5) but less than eleven (11) employees choose to participate. The District shall pay sixty percent (60%) of the premium costs for single plan coverage if eleven (11) or more employees choose to participate. The determination as to the number of employees choosing to participate shall be made once annually following the open enrollment period. The percentage of premium paid by the District shall not be changed until the end of the subsequent open enrollment period even though the number of employees participating changes. Dependent coverage shall be available, but the employee is responsible for the additional premium costs. Notwithstanding the preceding language and regardless of the number of employees participating, the District will continue to pay eighty percent (80%) of the premium costs for single plan coverage for all those employees for whom the District was paying eighty percent (80%) of the premium costs for single plan coverage as of June 1, 2019 until expiration of this collective bargaining agreement or termination of employment, whichever first occurs.

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 Year's Day, Dr. Martin Luther King Day, Lincoln's Birthday or Presidents' Day, Casimir Pulaski's Birthday, Friday before Easter, Memorial Day, Independence Day (July 4), Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve one-half (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 Eve Day, Christmas Day, New Year's Day and New Year's Eve one-half (1/2) day pay. 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 Year's Day, Dr. Martin Luther King Day, Lincoln's Birthday or Presidents' Day, Casimir Pulaski's Birthday, Memorial Day – (Provided there is student attendance on the Friday before and day after the holiday), Friday before Easter, 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 and New Year's Day. If the District requests 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.

Full-time summer employees shall receive pay for Memorial Day and July 4th.

Notwithstanding any other language in this Section 7.3, 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 levels.

The Association agrees that in any action so defended, it will indemnify 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 ten (10) years of employment shall receive two (2) paid vacation days. Part-time employees who are eligible for these days may use a vacation day in place of the Fourth of July holiday, which they are not entitled to receive.

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 one (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:

Any employee 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. If an employee reports to work for a field trip without knowing that it has been cancelled, the employee shall receive call-in pay.

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 qualified 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:

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 District at the lowest available cost.

7.12 Registration:

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 Life Insurance:

The District shall pay the premium for any employee working thirty (30) hours or more per week that elects to receive Thirty-five Thousand Dollars (\$35,000.00) 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 Thirty-five Thousand Dollars (\$35,000.00) in term life insurance, but the employee must pay the premium.

7.14 Non-IMRF Employees Retirement:

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 six hundred (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 One Hundred Fifty Dollars (\$150.00) 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 (20) 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;
4. The employee must not be eligible for IMRF because the employee is regularly scheduled for less than six hundred (600) hours per year; and
5. In the event of a life altering event, the employee may have less than six (6) months for notification for retirement.

In addition, an employee with at least fifty (50) unused sick days at the time of retirement who meets all of the above requirements, except the employee need have only fifteen (15) years of continuous service to the School District, shall be paid Twenty-five Dollars (\$25.00) times the number of unused sick days, not to exceed one hundred (100) sick days, accumulated by that employee. The payment shall be made within thirty (30) days of retirement.

7.15 Wednesday Before Thanksgiving Day:

For the term of this Agreement, all nine (9) month employees who are not offered work on the Wednesday before Thanksgiving Day shall for the duration of this Agreement receive a "holiday payment" of Fifty Dollars (\$50.00) at the time of the next payroll following Thanksgiving. Custodians shall receive pay for a full day on the Wednesday before Thanksgiving, but shall consistent with recent practice be released by the Administration when the work is finished.

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 a notice of intent to appeal the grievance to final and binding arbitration pursuant to the voluntary rules of arbitration of Federal Mediation and Conciliation Services, that shall oversee 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 an employee'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, 2024.

DATED this 11 day of June, 2019.

CREVE COEUR SCHOOL SERVICE
PERSONNEL ASSOCIATION-IEA/NEA:

By Patricia Almalleron
Its President

BOARD OF EDUCATION
CREVE COEUR SCHOOL
DISTRICT NO. 76:

By Lynda J. Bailey
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 Patricia Smallberger
Its President

By _____
Its President