

WORKING AGREEMENT  
BETWEEN  
THE MADISON COMMUNITY UNIT  
SCHOOL DISTRICT NO. 12  
BOARD OF EDUCATION

And

THE MADISON FEDERATION OF  
SUPPORT PERSONNEL,  
LOCAL 4992, IFT/AFT, AFL-CIO

2010-2011

## TABLE OF CONTENTS

Agreement .....	3
Preamble.....	3
Article 1 – Recognition.....	3
Article II – General Conditions.....	4
Article III – Union Rights.....	4
Article IV - Insurance.....	5
Article V – Conditions Applicable to All Bargaining Unit Members.....	5
Article VI – Leaves/Holidays.....	8
Article VII - Bargaining.....	11
Article VIII – Administrative Conferences.....	11
Article IX - Grievance.....	12
Article X – Seniority, Lay-off and Recall.....	16
Article XI – Salary Schedule.....	17
Article XII – No Strike/No Lockout.....	18
Article XIII – Fair Share.....	19
Article XIV – Job Descriptions.....	19
Changes in Job Descriptions.....	19
Signature Page.....	20
Salary Schedules	
Job Descriptions	
Memorandum of Understanding	

## **AGREEMENT**

This is a legally constituted working agreement and contract that is equally binding on Madison Community Unit School District No. 12 and its agents and on the American Federation of Support Personnel, Local No. 4992, its agents and members.

This agreement constitutes the entire agreement between the parties subject only to modification or repeal of any provisions by *The Illinois School Code*, and in that event, *The Illinois School Code* shall prevail and be complied with.

This agreement shall be in full force and effect from the first day of the 2010-2011 school year and shall expire one day prior to the first day of the school year for 2011-2012.

## **PREAMBLE**

The Board recognizes that the Madison Federation of Support Personnel, hereafter referred to as the Union, represents security officers, bargaining unit member aides, and food service workers who are employed at least 20% of the time or more for that category or classification of employee. It is recognized that the Board, pursuant to the authority and responsibilities vested in it by the State of Illinois, must retain the right effectively to conduct a responsible and efficient school system for School District No. 12, which at all times recognizes as paramount the interests of the students, herein. No provision in the contract shall deprive any employee of any rights under existing law.

It is the intention of this agreement to provide an effective and continued means of communication between the support personnel and the Board and Administration, as well as to provide for the salary structure, fringe benefits and employment conditions of the support personnel.

This agreement is made by and between the Board of Education of District No. 12 (herein called the Board) and the Madison Federation of Support Personnel (herein called the Union).

This Agreement shall be binding upon both parties and their respective successors. The parties hereto agree with each other as follows:

## **ARTICLE I – RECOGNITION**

1. The Union shall act as the bargaining agent for all bargaining unit members. The Union is hereby recognized by the Madison School District No. 12 as the exclusive bargaining representative for the following employees in said Unit:
  - A. Assistant Cooks
  - B. Head Cooks
  - C. Security Officers
  - D. Teacher Aides (Paraprofessionals)

2. The Board and/or Union shall take no action, in violation of, or inconsistent with, any provision of this agreement.
3. The Board agrees that it and its representatives will not form any policy directly affecting wages, hours, or duties of support personnel without prior negotiations with the Madison Federation of Support Personnel.

## **ARTICLE II – GENERAL CONDITIONS**

1. There shall be no discrimination against support personnel on the basis of their organizational affiliation in the evaluation of their services or their qualifications for re-appointment or promotion.
2. The principal of each school shall meet as needed with the Union Building Representatives and other delegates to discuss school operations and questions relating to the implementation of this agreement.
3. The Superintendent or his designated representative shall meet with representatives of the Union to discuss matters of building policy and practice as well as matters relating to the implementation of this agreement at the request of the Union or the Superintendent.
4. If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of *The Illinois School Code*, it shall be declared void, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.
5. Copies of the Contract will be printed and distributed to all support personnel, supervisory personnel, and Board Members. The Union agrees to provide the parties with sufficient printed copies for this purpose.

## **ARTICLE III – UNION RIGHTS**

1. Whenever meetings of the bargaining unit are mutually scheduled by the Board and Union during work hours in conferences, meetings, or in negotiations, there shall be no loss in pay.
2. The Union shall have a place on the agenda of regular Board meetings.
3. The Union will be furnished a copy of the agenda of every Board meeting prior to each regular meeting of the Board.
4. The Union President shall have upon request and when available, information concerning the financial conditions of the schools, including annual financial

statement, monthly statement, monthly statement of position, tentative budget, adopted budget, revenue projections, and notice of all revenues not otherwise reported.

5. The Union may hold meetings after school hours in any district building by prior approval and arrangement with the building principal.

The Union President may, if occasionally necessary, request early release for elementary support personnel for union meetings after the buses have left the building. The request to the Superintendent should be made at least three days in advance.

#### **ARTICLE IV – INSURANCE**

1. For each eligible employee who desires to participate, the Board shall contribute 100% toward a group health plan for single coverage for the 2005-2006 Fiscal Year (July 1, 2005 – June 30, 2006). Any single premium increases above the 2005-2006 single premium rate will be shared equally by the Board and employee (50/50). For example, if the single monthly premium increases \$10 per month for the 2006-2007 Fiscal Year, the Board and employee will each pay \$5.00 per month to cover that rate increase. In addition to the Board's contribution toward single coverage, the Board will pay a maximum of \$75.00 per month toward an employee's family insurance plan for the duration of this agreement.
2. If acceptable to the insurance carrier, employees may apply for the insurance at any time during the year.
3. As per IRC Section 125, the Board of Education will deduct the amount of the monthly premium amount from each individual bargaining unit member's check on a pre-tax basis. The annual amount paid by the individual shall not be included in the amount reported by the district for tax purposes.

#### **ARTICLE V – CONDITIONS APPLICABLE TO ALL BARGAINING UNIT MEMBERS**

1. The district will budget \$2,500 for payment of tuition for bargaining unit members in each school year for the term of the agreement. If in any one year employees do not use the full \$2,500, the balance of the \$2,500 will be carried over to the next school year. However, the amount of funds available for employees' tuition under this contract clause shall never exceed \$5,000 at the start of any school year. Payment of tuition shall be based upon the current tuition of the nearest Illinois State University and based on 3 semester hours. The bargaining unit member shall be limited to one college course per quarter or per semester except during the summer. Tuition reimbursement shall be given for undergraduate hours in areas of mutual benefit to the district and the bargaining unit member.

2. Employees hired into bargaining unit positions will serve a probationary period of six months during which time their employment may be terminated by recommendation of the supervisor and superintendent to the Board of Education.
3. Whenever bargaining unit employees volunteer to attend staff meetings, or volunteer to participate in other after school programs outside his/her regular hours of work, said employee will be compensated at his/her hourly rate of pay or any portion thereof. If these activities/meetings cause the employee to exceed forty (40) hours in a work week, the employee will receive overtime pay, consistent with State law, for any hours worked in excess of forty (40) hours in that work week.
4. Support personnel shall have full discretion in the use of their entire lunch period. Support personnel shall be free to leave the school building at that time. Leaving at other times requires the approval of the building administrator.
5. Qualified non-probationary support personnel shall be considered for the positions available as follows:
  - a. Vacancies posted in the bargaining unit shall be filled on the basis of qualifications, and whenever qualifications are equal, seniority shall apply. Qualifications shall include experience, training, qualifications required by the Illinois State Board of Education or other applicable state agency, and evaluations.
  - b. That in the case of reduction in staff the above (5a) shall also apply. Recall shall be according to seniority and qualifications.
6. Bargaining unit employees may be asked to supervise instructional classes for a reasonable period to allow for breaks and other necessary conditions. Generally, they will not be asked to supervise instructional classes except in extreme cases when traditional efforts to provide supervision have failed. Violations of this provision as determined by an arbitrator shall result in bargaining unit members being compensated at the rate of \$15.00 per hour.
7. No person shall secretly observe, listen to, or record classroom proceedings or other proceedings or other activities conducted with students or other persons by a bargaining unit member either in person, by photographic, or mechanical means.
8. No material, except that which comes from schools attended by the employee, or recommendations from past employers, shall be placed in a bargaining unit member's personnel file without the bargaining unit member's knowledge of said material, and the bargaining unit member shall have the right to answer this material with said answers attached to the file copy.

The bargaining unit member's material in the bargaining unit member's personnel folder is confidential material and shall be treated as same.

9. Support personnel will be notified of any changes in their work assignments no later than June 1. In cases of emergency, the support personnel may be reassigned at a later time after consultation with the support personnel, principal and superintendent. Notification shall be made to the bargaining unit member by mail within three (3) days after a reassignment has been made.
10. Pay day will be every other Friday.
  - a. Persons who have elected to be paid on the 26 pay schedule, and are not participating in programs requiring year round deductions may receive all monies five (5) days thereafter upon written request. All written requests must be submitted no later than May 15. Decision will be made by superintendent based upon financial status of district.
  - b. Beginning with the 2005-2006 school year, bargaining unit members shall have the option of receiving their salary by direct deposit. The District shall provide a form whereby members are able to indicate the method of salary payment.
11. When inadequacies in a bargaining unit member's service are observed, the administration will duly notify the bargaining unit member and proceed as outlined elsewhere in this agreement. Supervisors and administrators shall provide support.
12. Credit Union savings shall be deducted from the bargaining unit member's pay check when authorized by the bargaining unit member.
13. Proper bargaining unit member identification shall serve as a pass to all regularly scheduled District No. 12 home athletic events.
14. A tax-sheltered annuity program of the bargaining unit member's choice from among those the school district has so designated shall be available to all support personnel.
15. When it is necessary to involuntarily transfer an employee, the least senior employee in that classification shall be the one transferred.
16. Cooks shall generally be responsible for preparing breakfast and lunch during the workday. On those occasions when they are assigned other duties that require them to work beyond their normal hours, they shall be compensated. Prior approval shall be requested.

17. When an assistant cook functions as the head cook on a day when the head cook is absent, the assistant cook shall be paid at the head cook's rate and for the number of hours worked by the head cook. Seniority shall be the basis for determining the assistant cook who will function as the head. Should the most senior assistant decline the assignment, the next most senior shall be offered until one accepts.
18. District affairs requiring the employment of food service workers shall be made available to the staff regularly assigned to the building that the affair is held. The right of first refusal shall be given to the head cook followed by the remaining staff members based on seniority.
19. When the District is unable to replace an absent teacher who has an aide with a substitute teaching certificate, the aide assigned to that teacher shall be given the option of substituting for that teacher. On those days when the aide substitutes, said aide shall receive the wages currently paid to a substitute or their regular salary plus twenty dollars (\$20.00) whichever is higher.
20. On days when the District is unable to replace an absent cook with a substitute, the remaining cook(s) shall receive an increase in their regular hourly compensation in an amount that is determined by dividing the hourly rate for substitutes by the number of employees working on that day.
21. During times aides are in classes where, because of the lack of substitutes, it becomes necessary to have students from other classes, said aides shall receive additional compensation at the rate of five dollars (\$5.00) per hour. In the event that the combined class results in the assignment of two (2) aides, no additional compensation shall be given.
22. Beginning with summer school in 2003, cooks employed during summer school shall be chosen based on seniority from a list of applicants. Employment shall be on a rotation basis starting with the most senior. At least one (1) of the cooks hired shall be a cook regularly assigned to the building in which summer school is held. Said cook shall also be hired based on seniority and a rotation basis. If only one (1) cook is hired, that cook shall be a cook from the building in which summer school is held (providing that one (1) of the cooks regularly assigned to the building is desirous of working) and shall be hired in the manner described above. May 1 shall be the deadline for making application. Cooks who use sixty (60) percent or more of their sick leave during the two (2) school years immediately preceding the summer that they are seeking employment may, at the District's discretion, be considered for employment. Sick leave used in which a physician's statement is presented or other approved leave shall not be used to determine the percentage of usage.
23. The order of seniority for bargaining unit members hired on the same date shall be determined based on the date that the employee started as a substitute in the

category of their current employment prior to becoming a regular employee in that category. The employee with the earliest starting date as a substitute in that category shall be the most senior and the employee with the second earliest starting date as a substitute in that category shall be the second most senior and so on until the order of seniority is determined for all employees hired on the same date.

## ARTICLE VI – LEAVES/HOLIDAYS

Sick Leave: *The Illinois School Code*, Sec. 24-6 states that “full time teachers and other employees are to be granted sick leave provisions not less in amount than ten days at full pay in each school year. Unused sick leave shall accumulate to a minimum of 180 days at full pay, including the leave of the current year. Sick leave shall be interpreted to mean personal illness, quarantined at home, or serious illness or death in the immediate family or household.”

Attendance at approved conferences and educational trips sponsored by the schools and approved by the Superintendent of Schools shall not be a cause of salary deductions nor counted in the cumulative sick leave.

1. Sick Leave: Shall be interpreted to mean personal illness, quarantined at home, or serious illness or death in the immediate family or household.
  - a. Immediate family may be defined as:

Father	Spouse
Father-in-Law	Son
Mother	Daughter
Mother-in-Law	Brother
Foster Parents	Sister
Grandparents	Daughter-in-Law
Brother-in-Law	Son-in-Law
Sister-in-Law	Grandchildren
Step Parents	Step Children
Aunt	Uncle

Domestic Partners (Domestic partners are defined as same-sex or opposite-sex partners who are not legally married but have chosen to share a common domestic life together in the same residence and are jointly responsible for basic living expenses.)
  - b. Death in the immediate family: There shall be up to three (3) days allowed for each death, except for an aunt or uncle. In the event of the death of an aunt or uncle, bargaining unit members shall be entitled to one (1) day per death up to a maximum of two (2) days during each school year. Up to two (2) additional days will be granted at the time the initial request is made to the principal pending approval by the Superintendent.

The first three (3) days of funeral leave each year will not be deducted from sick leave.

c. Every bargaining unit member shall be entitled to twelve (12) days sick leave per year in the Madison School District with a maximum accumulation of 350 days.

1. Any bargaining unit member after six years of service or more who has used enough sick leave days the previous year to drop his/her remaining total below 30 in the range of 0-29 days left will begin the next year with a minimum of 30 days or more depending on where they fall on the 0-29 range:

0-20 days left – start at 30

21-29 days left – days left plus 10

and be allowed to accumulate days thereafter in subsequent years at the rate of ten per year until a total of 300 is reached.

2. Support personnel will be allowed to repeat the above procedure listed under c (1) one time during each subsequent six years of service.

3. The School Board may require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of five (5) consecutive days for personal illness.

4. A new bargaining unit member shall have all the privileges of the above leave effective at any time after the bargaining unit member reports for duty.

5. Support personnel shall receive a yearly statement on their accumulated sick leave as soon as possible after school begins in the fall.

2. Personal Leave: Two (2) personal leave days shall be granted for the school year to a bargaining unit member without penalty or loss of sick leave, or other emergency day allowance. Unused personal leave days shall accumulate to a maximum of three (3) days. Two personal leaves per building per day are maximum; additional leaves will be considered only if substitutes are available.

No personal leaves will be granted during the first five days of the new school year, the day before a holiday, the day after a holiday, and during the last ten days of the school year. Unused personal leave days shall accumulate as sick leave.

3. Jury Duty: An employee called for jury duty or subpoenaed, shall, upon submission of proper documentation verifying the jury duty or subpoena, be granted a paid leave of absence. However, the employee must remit all compensation received for jury duty and/or responding to the subpoena to the District. This provision shall not apply to the employee that initiates litigation against the district.
4. Leave of Absence: The Board of Education may grant such leave to support personnel for:
  - a. Sickness
  - b. Other
  - c. As required by law

The leave shall not exceed one year and the leave shall be without pay.
5. Bargaining unit members will observe the same holidays that are provided in the school calendar for teachers.

#### **ARTICLE VII - BARGAINING**

1. In the year in which this agreement is to be renegotiated, the Union and the Superintendent shall set a time for a meeting between the Board Committee and the Union. The purpose of this meeting shall be for the setting of dates for meeting, agreeing on procedures and an informal exchange of desired general changes in the existing agreement.
  - a. After this informal meeting, there shall be a meeting of the negotiating teams for the purpose of beginning negotiations.
  - b. The negotiating team representing the Board of Education shall consist of at least one (1) Board member and any other persons the Board may appoint. There shall be a minimum of three (3) persons and not more than ten (10) persons representing the Union and the Board.

#### **ARTICLE VIII – ADMINISTRATIVE CONFERENCES/NONPROBATIONARY EMPLOYEES**

1. Disciplinary Conference
  - a. Any bargaining unit member is entitled to have a Union representative present whenever a conference is held between the employee and an administrator which is disciplinary or corrective action against an employee.

- b. If, after verbal warnings have been tried, the immediate supervisor determines that disciplinary or corrective action is needed, then a written copy of the remediation plan shall be given to the employee stating the specific problem giving rise to the conference (including the time, place and nature of the action deemed problematic), and the actions which the employee must take to correct or remedy the problem. The expectations of the employer will be thoroughly discussed at this conference.
- c. The problem shall be deemed remedied if there is no re-occurrence of the specific problem during the thirty-six (36) months following receipt by the employee of the remediation plan. If, during this thirty-six (36) month period, the specific problem does re-occur, then the Superintendent, Union representative and the employee shall meet to discuss the problem. The Superintendent shall determine appropriate disciplinary or corrective action. The employee may request a hearing before the Board.
- d. During the closed session called for above in c., the Superintendent or designee shall present the administration's case to the Board of Education. At least ten (10) working days prior to this closed session, the Superintendent shall supply the Union with copies of all documents used by the administration to justify its recommendation, and the names of all witnesses to be called. The Union shall have the right to cross-examine witnesses, introduce its own documents and witnesses, and contest issues of fact and law at the hearing.
- e. For just cause, the Board of Education may take appropriate disciplinary action, including suspension without pay or discharge.
- f. Disciplinary actions arising from immoral or unsafe conduct shall immediately proceed to step c. of the above procedure.

## **ARTICLE IX - GRIEVANCE**

- 1. A "grievance" shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this agreement or established written policy.
- 2. Grievances shall be presented and adjusted in accordance with the following procedures:
  - a. Informal Conferences:
    - (1) A Complaint shall first be discussed with the principal with the object of resolving the matter informally:

- a. By a bargaining unit member in person in his own behalf.
  - b. By a bargaining unit member accompanied by a Union representative.
  - c. Through an organization representative if the bargaining unit member so requests.
  - d. The Union shall be entitled to be present during the discussion of the grievance, and no resolution shall be made unless the Union representative has been present.
- (2) In the event the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the principal shall inform the Union of the adjustment.
- b. Formal Procedure:
- (1) Step 1 – Principal Level. In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis for grievance.
- a. A grievance may be lodged and thereafter discussed with the principal:
    - (1) By a Union representative if the bargaining unit member so requests.
    - (2) By a Union representative in the name of the Union.
    - (3) By a bargaining unit member accompanied by a Union representative.
  - b. Within ten (10) days after receiving the grievance, the principal shall state his decision in writing, together with the supporting reasons, and shall furnish one copy to the bargaining unit member, if any, who lodged the grievance, and two copies to the Union representative.
- (2) Step 2 – Superintendent Level. Within five (5) working days after receiving the decision of the principal, an appeal from the decision may be made to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or conditions and the

grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 1.

- a. The Superintendent shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Participants in this conference shall be those who participated in Step 1.
  - b. Within ten (10) working days after receiving the appeal, the Superintendent shall communicate his decision, in writing, together with supporting reasons, to the principal, the Union representative, the President of the Union, and to the aggrieved bargaining unit member, if any.
- (3) Step 3 – Board Level. Within five (5) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. This appeal shall be in writing, and shall be accompanied by a copy of the appeal at Step 2, and of the decision at Step 2.
- a. No later than ten (10) working days after receipt of the appeal, the Board shall hold a hearing on the grievance. Participants in this hearing shall be those who participated in Step 2 and counsel for the Union, unless the grievance is being processed by a bargaining unit member in person on his own behalf. Participants in this hearing shall be given at least three (3) working days notice of the hearing.
  - b. Within ten (10) working days after the hearing on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons to the Principal and the Superintendent, the Union representative, the President of the Union, and to the aggrieved bargaining unit member, if any. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- (4) Step 4 – Binding Arbitration. If the Board decision does not satisfactorily resolve the grievance, and if the grievance is over a dispute concerning the administration or interpretation of the agreement, within thirty (30) school days the grievance may be submitted to binding arbitration under the rules of the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall follow the standard rules of the FMCS and his/her decision shall be binding on the parties, but shall not amend or modify the

agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union.

Employers shall not be required to arbitrate over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure, and selection of new employees and direction of employees. Employers, however, shall be required to arbitrate with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon.

c. General Procedures:

- (1) In all steps of the Grievance Procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.
- (2) No bargaining unit member at any stage of the Grievance Procedure will be required to meet with any administrator without a Union representative.
- (3) If a grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at the appropriate steps of the grievance procedure.
- (4) If a grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for the Union may appeal within twenty (20) days to the office or person empowered to act, and said office or person will resolve the matter jointly with the Union representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.
- (5) Failure at any step of this procedure, to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- (6) The Grievance Procedures provide in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any bargaining unit member by law. In the event that grievance procedures do not result in satisfactory resolution of the problem, either party may declare an

impasse. Within twenty (20) days upon the receipt of the second party of the declaration of impasse, impasse procedures as provided herein shall take effect.

## **ARTICLE X – SENIORITY, LAY-OFF, AND RECALL**

1. Seniority shall be defined as continuous length of service as a bargaining unit employee within the job classification to which the employee is currently assigned, or to which the employee was assigned in the past. The date for establishing seniority shall be the date on which the employee first rendered service within a job classification to the employer. Seniority shall be severed by any termination of service, such as resignation, retirement, etc.

An employee who moves from one job classification to another shall retain the seniority accrued within that job classification prior to the move to a new job classification. Seniority within a new job classification begins on the day the individual begins performing duties within that job classification.

2. Lay-off shall mean any decision by the employer to reduce the number of bargaining unit members, except through normal attrition.
3. Recall shall mean reinstatement to active employment of any bargaining unit member who was the subject of a lay-off.
4. Qualified shall mean qualified to hold the position available, as per the Illinois State Board of Education or other applicable agency.
5. The qualified employee(s) with the shorter length of continuous service within a job classification shall be laid-off first. Before any bargaining unit member may be laid-off, the employer shall first deliver a written notice to that employee at least sixty (60) days prior to the end of the school term with a statement of honorable dismissal and the reason thereof.
6. The district will pay all salary and wages to laid-off bargaining unit members within three (3) business days of the employee's last day of service. Insurance coverage shall continue as per Article IV (Insurance) until the day prior to the first day of pupil attendance for the following school term.
7. Any vacancies that occur within one (1) calendar year following the beginning of the following school term shall be filled by the most senior qualified laid-off employee.

## ARTICLE XI – SALARY SCHEDULE

1. Severance Pay: A bargaining unit member with a minimum of ten (10) years of service credit to the school district shall receive from the Board of Education a bonus when the bargaining unit member terminates employment with the school district. This bonus shall be payable on or before the bargaining unit member's last payroll date. An employee dismissed for cause shall not be entitled to this benefit.

To be eligible for this bonus, the bargaining unit member must have been employed by the district for a minimum of ten years and must give written notice to the Board of Education of his/her intent to terminate on or before February 15 of the year in which employment terminates.

The bonus shall be calculated by multiplying the number of unused accumulated sick days by \$20.00, but the maximum number of sick leave days compensable under this provision shall not exceed 300.

Employees who are laid-off or RIFed after 10 years of service will be eligible for this bonus.

2. All hours worked in excess of 40 hours per week shall be paid at the rate of one and one half (1½) times the hourly rate for each hour or fraction thereof so worked.
3. The salary schedule for Lead Supervisor Aides shall be the same as Security Officers.
4. The parties agree to a one year contract (2010-2011). Salary schedule for 2010-2011 is attached.
5. Employees will not receive a step movement for the 2010-2011 school year and will receive the same hourly rate of pay for 2010-2011 that he/she received in 2009-2010.
6. Employees currently on the Teacher Aide and Clerical Aide salary schedules that meet the ISBE and NCLB paraprofessional requirements on or before the beginning of the 2005-2006 school year will be placed on Step 1 of the Teacher Aide Plus salary schedule for the 2005-2006 school year.
7. Employees currently on the Teacher Aide and Clerical Aide salary schedules that do not meet the ISBE and NCLB paraprofessional requirements on or before the beginning of the 2005-2006 school year will remain on the Teacher Aide or Clerical Aide salary schedule, respectively, at the beginning of the 2005-2006 school year and will only move to Step 1 of the Teacher Aide Plus salary schedule after the employee has provided written documentation that the employee meets

the ISBE and NCLB paraprofessional requirements. The District will reimburse the employee for the cost of taking the paraprofessional test(s). Also, if preparation for the paraprofessional examination is not available to the employee at no cost, the District will pay the employee's cost to attend a course to prepare for the examination.

8. Employees currently on the Teacher Aide and Clerical Aide salary schedules that do not meet the ISBE and NCLB paraprofessional requirements on or before January 1, 2006 shall be dismissed for failure to meet the job qualifications for his/her position. If the employee has taken a paraprofessional test prior to January 1, 2006, but does not have the results of the test before January 1, 2006, the employee will be granted an unpaid leave of absence until such time as the test results are received. The employee will be reinstated to his/her position if the employee successfully passed the test and obtained the required paraprofessional certificate. The employee will be dismissed if he/she did not pass the test.
9. After January 1, 2006, the Teacher Aide and Clerical Aide salary schedules shall be eliminated. All aides shall, after January 1, 2006, maintain a valid paraprofessional certificate as a condition of continued employment. The Teacher Aide Plus salary schedule shall be renamed "Paraprofessional."
10. Employees receive an annual number of sick leave days per year. For all employees, sick days and personal days used are deducted off the cost factor amount for that year. The unused sick leave days awarded but not used in that year are paid as follows with a maximum of 9 days:

Cooks:	\$18.00
Paraprofessionals	\$21.20
Security	\$32.00

## ARTICLE XII – NO STRIKE/BARGAINING GUARANTEES

1. No Strike Provision
  - a. The Union agrees not to strike and not to picket in any manner which would tend to disrupt the operation of any school in Community Unit District No. 12 during the term of this agreement.
  - b. The Board agrees that during the term of this agreement, it will not lock out any members of this bargaining unit.

### **ARTICLE XIII – FAIR SHARE AND DUES**

Dues shall be deducted from September through June from the first check each month.

All employees covered by this agreement who are not members of the Union shall, commencing on the effective date of this agreement, or sixty (60) days after their initial employment, and continuing during the terms of this agreement, and so long as they remain non-members of the Union pay to the Union each month their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required by members of the Union. Such proportionate share payments shall be deducted by the Board from earnings of the non-member employees and paid to the Union. The Union shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share which shall not exceed the dues uniformly required of members of the Union.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

### **ARTICLE XIV – JOB DESCRIPTIONS**

Job descriptions for each bargaining unit position are attached. These may be updated prospectively when vacancies occur.

### **CHANGE IN JOB DUTIES**

The District, for operational reasons will, when necessary, assign Pre-School and Early Childhood Special Education paraprofessionals to perform bus monitor duties. These bus monitor duties will not extend an employees' workday. The parties have completed bargaining over this change in working conditions.

This is a legally constituted working agreement and contract that is equally binding on Madison Community Unit School District No. 12 and its agent and on the Madison Federation of Support Personnel, Local 4992, its agents and members:

BY: BOARD OF EDUCATION  
COMMUNITY UNIT SCHOOL  
DISTRICT NO. 12

Carol S. Hamm  
President

BY: MADISON FEDERATION  
OF SUPPORT PERSONNEL  
LOCAL #4992-IFT/AFT,  
AFL-CIO

Eleanor L. Armour  
President

George M. Vauters  
Secretary

Concepcion R. Hottel  
Secretary

8/13/10  
Date

8/13/10  
Date