

# CLASSIFIED EMPLOYEE WORK AGREEMENT

This collectively bargained Agreement is made between the  
Barrington School Employees Organization, IEA-NEA

and the

Board of Education for Barrington Community Unit School District 220  
of Cook, Kane, Lake, and McHenry Counties of the State of Illinois.



*Inspiring all learners to  
achieve excellence*

This Agreement is effective July 1, 2010 through June 30, 2013

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## ARTICLE I - RECOGNITION

### **1.01 Definition of Parties**

This agreement is entered into this 7<sup>th</sup> day of September, 2010, by and between the BOARD OF EDUCATION OF BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT 220 of Lake, Kane, Cook and McHenry Counties, Illinois (hereinafter referred to as the "Board") and the BARRINGTON SCHOOL EMPLOYEES ORGANIZATION (hereinafter referred to as the "BSEO"). "Employee" as used herein will designate those persons represented by the BSEO.

### **1.02 Association Recognition**

The Board hereby recognizes the BSEO as the sole and exclusive bargaining agent for all employees of the District who are not required by law to hold certificates as a teacher or school administrator, including school principals' secretaries/administrative assistants, but excluding those employees who have the responsibility to hire, assign, promote, discharge, discipline, evaluate, or process grievances of other employees.

Excluded from the BSEO will be the following positions:

- Secretaries for the Office of Superintendent
- Secretaries for the Office of Assistant Superintendent
- Secretaries for the Office of Human Resources
- Secretary for the Office of Associate Superintendent
- Secretary for the Director of Special Services
- Director of Building and Grounds
- Coordinator of Buildings & Grounds Operations
- Director of Fiscal Services
- Assistant Director of Fiscal Services
- Coordinator of Human Resources/Administrative Services
- Director of Information Services
- Network Services Administrator
- Testing Program Coordinator
- Payroll Manager
- Assistant Payroll Manager
- Director of Communications
- STARS/Substitute Coordinator

## ARTICLE II - GENERAL CONTRACT INFORMATION

### **2.01 Acknowledgement of Bargaining Process**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement. All understandings agreed upon during the

negotiation process are set forth in this Agreement. For the duration of this Agreement, the Board and the BSEO each voluntarily and unqualifiedly agree that the other will not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement.

**2.02 Amending the Agreement**

The parties mutually agree that the terms and conditions set forth in this Agreement represent full and complete understandings and commitments between the parties. These understandings and commitments may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of both parties through the use of an amendment. This Agreement will not be modified in whole or in part by the parties, except by an amendment in writing duly executed by both parties.

**2.03 Right to Bargain Changes**

Upon the BSEO's request, the Board will be required to bargain collectively any policy changes directly affecting wages, hours and terms and conditions of employment, as well as the impact of such changes.

**2.04 Deletion of Illegal Language**

Should any article, section or clause of this Agreement be illegal, that article, section or clause will be automatically deleted from this Agreement to the extent that it violates the law. Remaining articles, sections and clauses will remain in full force and effect for the duration of this Agreement if they are not affected by the deleted article, section or clause.

**2.05 Board Policy**

This Agreement will be incorporated into the Board's policies.

**2.06 Work Stoppage**

During the term of this Agreement, the BSEO, its members, or any person acting on behalf of the BSEO will not engage in, encourage, or support any strike, slowdown, or other concerted refusal to render full and complete services to the District.

**2.07 Contract Distribution**

Within a reasonable time after the ratification of the Board-BSEO Agreement, the contract language will be on the District's website. Copies of the contract will be given to all administrators and union representatives. A copy of the contract will be furnished upon request. All employees will receive information on how to access the contract on-line.

**ARTICLE III - RIGHTS OF THE UNION**

**3.01 Annual Union Meetings**

The Board will provide two (2) one hour meeting periods for all BSEO members each year. The first one (1) hour meeting will take place in the fall and the second one (1) hour meeting will take place in the spring. Except in the case of an emergency, the supervisor/principal will allow classified employees one (1) hour of release time to attend these meetings as follows: 2:45 p.m. – BHS, Middle School, & Day Custodians; 3:45 p.m. – Elementary, Admin. Center & Night Custodians.

**3.02 Union Use of Bulletin Boards**

The BSEO will be allowed the reasonable use of bulletin boards in work areas.

**3.03 Union Use of Mail System**

The BSEO will be permitted to use the e-mail system, inter-school mail, and employee mailboxes. In so doing, the BSEO will take care not to place a burden upon the e-mail system, mail service, or those employees who sort and distribute mail.

**3.04 Union Use of School Facilities**

BSEO officials may request, in advance, the use of school facilities at reasonable times for the purpose of meetings. The request will be made to the building principal or designee of the building in which a meeting will be held. The request will be honored depending on the availability of the space. There will be no charge for such use other than direct costs which may result from the meeting.

**3.05 Union Release Time**

The Board will provide thirty (30) days in each year of the contract, at full pay to the BSEO to send representatives to local, state, or national conferences or on other business pertinent to the BSEO. Any days in excess of ten (10) that require a substitute, the BSEO and the Board will share the cost of the substitute. Upon mutual agreement, the BSEO will be granted additional days beyond the thirty (30) and the cost of the substitute, if required, will be shared by the BSEO and the Board.

**ARTICLE IV - RIGHTS OF MANAGEMENT**

**4.01 Right to Manage and Direct**

The Board retains the right to manage the District and direct the work of the employees in the manner it determines to be in the best interest of the District. This right includes, but is not limited to, the authority to hire, assign, schedule, promote, demote, transfer, lay off, discipline, and discharge employees; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the work to be performed by employees, the size of the work force, and the manner in which the work is to be performed; and to establish and enforce reasonable rules and regulations applicable to employees, which will neither conflict nor be contrary with the terms and conditions of this Agreement.

**4.02 Right to Classify and Place**

The Board reserves the right to classify employees, to place employees on the wage grid, and to revise the classification system. These rights will neither conflict nor be contrary to the terms and conditions of this Agreement.

**ARTICLE V - LABOR MANAGEMENT COMMITTEE**

**5.01 Participants of Labor-Management Committee**

The Labor Management Committee will include representatives of the BSEO, BEA, Board and Administration.

### **5.02 Purpose of Labor Management Committee**

The Labor Management Committee is empowered to appoint ad-hoc committees comprised of BSEO members and administrators to study and report upon mutually agreed-upon subjects.

### **5.03 Labor Management Committee Meeting Agenda**

The agenda for Labor Management Committee meetings will be prepared in a manner to be determined by the Labor Management Committee.

## **ARTICLE VI - PAYMENT OF UNION DUES AND FAIR SHARE FEES**

### **6.01 Paycheck Deduction for Membership Dues**

The Board, upon written authorization by an employee, agrees to deduct regular BSEO dues from the employee's earnings. Such check-off authorization will specify the amount to be deducted regularly. The BSEO will notify the Business Office annually of any change in the annual dues to be deducted. The BSEO will notify the Business Office in writing of the name and address of the BSEO official to whom such deductions should be transmitted.

### **6.02 Paycheck Deduction for Fair Share Fees**

Each employee who works twenty-five (25) hours or more weekly and who was initially employed on or after July 30, 1987, will, as a condition of employment, on or before thirty (30) days from that date, be a member of the BSEO or will pay a fair share fee to the BSEO equivalent to the amount of dues uniformly required of members of the BSEO, including any local, state and national dues. In the event such an employee does not pay the fair share fee directly to the BSEO by a certain date established by the BSEO, the Board will deduct the fair share fee from the wages of that employee.

### **6.03 Objection to Fair Share**

An employee objecting to fair share payments based on bona fide religious beliefs which prohibit payment of fair share fees may make arrangements to pay an equal amount to a non-religious charitable organization agreed upon between the objecting employee and the BSEO. The BSEO also will advise all employees of the rebate procedures established by the BSEO, Illinois Education Association (IEA), and National Education Association (NEA).

### **6.04 Legal Responsibility of Fair Share**

The BSEO agrees to comply with the Illinois Education Labor Relations Board's (IELRB) rules concerning fair share agreements. In the event of any legal action against the Board brought in a court or before an administrative agency because of its compliance with this Article, the BSEO agrees to defend such action, at its own expense and through its own counsel, provided the Board gives immediate notice of such action in writing to the BSEO, permits the BSEO intervention as a party if it so desires, and gives full and complete cooperation to the BSEO and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The BSEO agrees that in any action so defended, it will indemnify and hold harmless the Board, its agents and employees 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. 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, its agents and employees or the Board's imperfect execution of the obligations imposed upon it by this Article.

#### **6.05 Notice of Employment Change**

The BSEO President will receive copies of letters of hire and separation issued by the District regarding the employment status of classified staff members. Upon receipt of information regarding any change of hours, number of days of employment or building assignment for a classified employee, the Office of Human Resources will notify the BSEO President. All updates provided by the Administration will follow from actions taken by the CUSD 220 School Board at their meetings.

### **ARTICLE VII - GRIEVANCE PROCEDURE**

#### **7.01 Definition of a Grievance**

A grievance is any claim by the BSEO or a classified employee that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement.

#### **7.02 Definition of Grievance Time Limits**

All time limits herein will consist of school days, except when a grievance is submitted on or after June 1, time limits will consist of all regular work days, exclusive of weekends and holidays. Time limits may be extended only with the written consent of the administration and the BSEO.

#### **7.03 Extension of Grievance Time Limits**

Time limits may be extended only with the written consent of the Administration and the BSEO.

#### **7.04 Grievance Procedure**

The grievance procedure will consist of the following five steps:

- Step One (1). An employee and his/her immediate supervisor should first attempt to resolve a grievable problem through free and informal communications. When requested by either party, a BSEO representative may intervene to assist in this resolution. Should such informal processes fail to satisfy the supervisor and/or employee, then a grievance may be processed to Step 2.
- Step Two (2). If the grievance is not resolved in Step 1, the employee must present the grievance in writing within forty-five (45) days after the occurrence of the event giving rise to the grievance. This written grievance is to be presented to the immediate supervisor who will arrange a meeting within ten (10) days and the grievant will be present for the meeting. The supervisor will provide the grievant with a written response to the grievance within ten (10) days. Such response will include the reasons upon which the response is based.
- Step Three (3). In the event a grievance has not been satisfactorily resolved in Step 2, the grievant will file a copy of the grievance with the Superintendent within five (5) days after the supervisor's written response. Within ten (10) days after such written grievance is filed, the grievant, a BSEO representative, the supervisor and the Superintendent or designee will meet to attempt to resolve the grievance. The Superintendent or

designee will file a response within ten (10) days of the Step 3 grievance meeting and communicate it in writing to the employee and the supervisor.

- Step Four (4). If the grievant is not satisfied with the resolution of the grievance in Step 3, or the Step 3 time limit expires without action, then the employee, through the BSEO, may submit the grievance through the Superintendent's office to the Board within ten (10) days of the date by which the Step 3 response is required. The Board will consider the grievance at its next regular Board meeting, so long as it is filed at least seven (7) days prior to that meeting. The Board will have ten (10) days after its meeting in which to provide its written response, including the reason(s) upon which the response is based, to the employee, the supervisor, and the Superintendent.
- Step Five (5). If a grievance is not satisfactorily resolved in Step 4, within thirty (30) days after the Board files its response in Step 4, the BSEO may submit the grievance to final and binding arbitration, at which time the parties will agree upon the method for selecting an arbitrator, a statement of the grievance to be presented to arbitration and the limitations on the authority of the arbitrator. Failing agreement within ten (10) calendar days, the parties will select an arbitrator pursuant to the rules of the American Arbitration Association.

**7.05 Bypassing Grievance Steps One (1) and/or Two (2)**

Provided both parties agree, steps one (1) and/or two (2) of the grievance procedures may be bypassed and the grievance brought directly to the next step.

**7.06 Relationship of Grievance Resolution to the Agreement**

No resolution of any grievance will be in conflict with any of the terms or conditions of this Agreement.

**ARTICLE VIII - EMPLOYMENT**

**8.01 Categories of Classified Personnel**

Classified employees will be categorized in one of five (5) ways based upon the following work year definitions:

- a. A full-time-twelve-(12)-month employee works eight (8) hours per day.
- b. A part-time-twelve-(12)-month employee works less than eight (8) hours per day.
- c. A full-time-school-term employee works more than 175 days but less than twelve (12) months, eight (8) hours per day.
- d. A part-time-school-term employee works more than 175 days but less than or equal to twelve (12) months, less than eight (8) hours per day.
- e. A temporary employee works less than 176 days per fiscal year.

The above criterion defines classified employees regardless of the funding source of their position.

**8.02 Use of Temporary Employees**

The Board and the BSEO recognize the need, on occasion, for temporary employees. It is not the intent of the Board to fill staffing vacancies with temporary employees. In addition, it is not the Board's intention to underestimate classified staffing needs for the coming year when the staffing is approved in the preceding summer. This means that any position included in

the staffing which falls vacant before January 1st, and which the Board authorizes to be filled, will be filled as a regular, not a temporary, position.

### **8.03 Notice of Subcontracting**

If the Board of Education proposes subcontracting work or services, currently performed in whole or in part by Bargaining Unit Members, it will do so in compliance with applicable IELRB and School Code requirements. The BSEO President and affected employee(s) will be given ninety (90) days notice prior to the signing of a subcontracting agreement. The notice must be given either by certified mail return receipt requested or personal delivery with receipt. The notice must state that the employee is being honorably dismissed and given the reason for dismissal. In the event that the employee held previous seniority in another grade structure/job title, they shall be permitted to bump into that respective grade structure/job title. The employee's date of hire in the district will be used to determine seniority.

### **8.04 Notice of Employment**

Each new employee will receive a Notice of Employment following ratification of employment by the Board. This Notice will specify the position assigned, its classification, the number of hours constituting the work week, the number of days per year, and the wage rate.

### **8.05 On the Job Training**

The Board will provide up to three (3) days of on the job training for every employee hired for or transferred to a new position.

### **8.06 Physical Examination**

Prior to employment, accepted applicants for classified employee positions will have a physical examination. The Board will specify a doctor who will provide this examination at no cost to the applicant. Additional medical laboratory work required by state statute or other state requirement(s) as a condition for continued employment will be paid in full by the Board.

### **8.07 Probationary Period**

Initial employment will be subject to a probationary period of six (6) months. In consultation with the BSEO, the probationary period may be extended for not more than an additional six (6) months. Recourse to the Grievance Procedures in cases of termination is not available during the probationary period.

### **8.08 Notice of Work Assignment**

An employee will be notified of his/her assignment for the school year in writing no later than August 1<sup>st</sup> by the Human Resource Department. In the event an assignment change is proposed, the affected employee will be notified promptly and consulted. The BSEO will be notified in writing of all employee assignments before the beginning of each school term.

**8.09 Revision of Job Description**

The current process for review and revision of job descriptions should be completed by March, 2008. A second committee will be formed no later than October, 2007, to design a collaborative process and associated rubric to evaluate positions to determine if a new or modified classification is needed due to revised job responsibilities. This committee will include at least two (2) members of Administration and two (2) members of the BSEO.

**8.10 Religious and Political Activities of Employees**

An employee will be entitled to full rights of citizenship, and no religious or political activities of any employee, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such person, provided such religious and political activities are conducted outside the person's established duty hours, and provided such activities do not result in a criminal conviction.

**8.11 Private and Personal Activities of Employees**

The private and personal life of any employee is not within the appropriate concern or attention of the Board, unless such has a clearly deleterious impact on the discharge of the employee's professional duties for the District.

**ARTICLE IX - SUPERVISION AND DISCIPLINE OF EMPLOYEES**

**9.01 Supervisory Process**

All employees will be evaluated in accordance with the supervisory process identified in Appendix B.

**9.02 Employee Response to the Supervisory Process**

An employee will receive a copy of, and the opportunity to respond to, any written evaluation of performance or disciplinary action that is placed in the employee's personnel file.

**9.03 Just Cause**

An employee will be treated fairly and no employee will be disciplined or discharged without Just Cause.

**9.04 Discipline Procedure**

In responding to behaviors determined to be in violation of this agreement, Board policy or procedure, the BSEO and the Board of Education agree to adopt a philosophy of progressive discipline, which includes verbal reprimand, written reprimand, suspension, and termination of employment. The parties agree that in circumstances where a behavior occurs and is of such a significant nature that a lesser consequence is not appropriate, the progressive discipline process may be initiated at a more serious consequence level. When an acceleration of the progressive discipline process is contemplated, the Assistant Superintendent for Human Resources will be involved in the investigation and final decision regarding the appropriate consequence. The BSEO President and/or one of the Executive Officers of the BSEO will be notified of the acceleration of the disciplinary process and in the event of suspension and/or recommendation for termination, section 9.07 will apply.

**9.05 Written Notice of Meeting with Supervisor**

Under typical circumstances, an employee will be given written notification of a disciplinary meeting with the supervisor at least three (3) work days in advance. The written notice will include the reasons for the meeting. When the reason for the meeting is to address a behavior or situation that jeopardizes security, the safety of the employee, students, or other staff members, the meeting may be held as soon as practicable, with verbal notice to the President of the BSEO, or if the President is not available, one of the executive officers of the BSEO.

**9.06 Weingarten Rights**

An employee has the right to have a BSEO representative present when the employee is called to appear before a supervisor, administrator, or the Board to discuss matters that may, in the employee’s perception, lead to disciplinary action against the employee. Should the employee waive those rights, BSEO requires that the employee and union representative sign a waiver indicating such a decision and forward a copy to the BSEO President.

**9.07 Suspension of an Employee**

An employee may be suspended with or without pay at the District’s sole discretion during an investigation or determination concerning disciplinary action. Such an action will require a meeting of all parties including the BSEO President or designee and the Assistant Superintendent for Human Resources or designee. Such investigation or determination will be completed by the District within five (5) work days of the suspension. If the District’s investigation discloses that no disciplinary action should be taken against the suspended employee, the employee will be allowed to return to work and will be promptly paid for any days on suspension for which pay was withheld.

**ARTICLE X - HOURS**

**10.01 Definition of Work Week**

The normal work week for full-time-twelve-(12)-month employees will be Monday through Friday, or Tuesday through Saturday.

**10.02 Schedule for All Secretaries – K-5, 6-8 and 9-12**

An employee who works more than 188 and less than 260 days will receive a calendar on which he/she will need to identify the days he/she will work beyond the 188 day school year based on their contracted number of days. The non-student attendance days will be flexible as long as it is discussed and approved by their supervisor. An employee who works more than 217 days and works the day prior to and after the Independence Day holiday will be paid for the holiday.

**10.03 Definition of Overtime**

Overtime must have the pre-approval of the employee’s supervisor before it is worked. Work in excess of forty (40) hours per week will constitute overtime. In such instances, the employee will be paid at a rate of one and one-half (1-1/2) times the normal hourly rate or may choose to take compensatory time at one and one-half (1-1/2) times the overtime worked. Holidays, vacation time and bereavement days will be counted toward forty (40) hours for overtime purposes. All time

worked on the seventh consecutive work day is to be paid at two (2) times the normal hourly rate. Sick and personal days will not be included in the calculation of the seven consecutive work days.

#### **10.04 Snow and Ice Removal**

When a buildings and grounds employee is called in by a supervisor for snow and ice control more than two (2) hours before the start of the regular shift, all hours prior to the start of the regular shift will be paid to the employee at one and one-half (1-1/2) times the regular rate.

#### **10.05 Compensatory Time**

An employee may elect to receive compensatory time at time and one half in lieu of overtime pay. The supervising administrator shall keep records of such time approved for and used by employees specifically responsible to him or her in a given fiscal year. To earn and use accrued compensatory time, an employee must have prior written approval from the appropriate administrator. An employee must take compensatory time as close to the time it was earned as is practicable insofar as the workload of the department permits and personal plans can be made. Compensatory time will not be accumulated and carried over from one fiscal year to the next except in unusual circumstances and with permission of the supervising administrator and the Office of Human Resources. An employee may not use more than one week (5 days) of compensatory time at any one time. An administrator may not deny use of compensatory time in such a way that it is impossible for the employee to use it before the end of the fiscal year.

An employee may not accumulate more than eighty (80) hours of compensatory time in a fiscal year. Once eighty (80) hours of compensatory time have been accumulated, no additional compensatory time may be accumulated until the total accumulated compensatory time falls below eighty (80) hours. Accrued compensatory time must be used before available vacation or personal leave is used. Unused compensatory time at the end of the fiscal year shall be paid to the employee.

#### **10.06 Holidays**

A non-temporary employee will be granted the day off with pay for regular hours which otherwise would be worked on the following holidays: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday or President's Day, Casimir Pulaski Day, Good Friday and Memorial Day. When a full-time-school-term or a part-time-school-term employee is assigned and works a minimum of five (5) hours per day for at least three (3) days during the week before Labor Day, the employee will be paid regular hourly wages for the Labor Day holiday.

Other than Lincoln's Birthday, holidays which fall on Saturday may be observed on Friday; holidays which fall on Sunday may be observed on Monday. Holidays that fall on a weekend and are not celebrated on the previous Friday or following Monday, will be paid.

#### **10.07 Floating Holidays**

If the schools are open as a pupil attendance day on any of the listed holidays, a non-temporary employee hired prior to November 1st of a given school year will be granted a floating holiday to replace each holiday waived. In the event the holiday is not waived or the waiver expires, the floating holiday will revert back to the listed holiday.

The floating holiday(s) will be taken on a pupil nonattendance day mutually agreed upon between the employee and the supervisor. One (1) floating holiday may occur on a specified date mutually agreed upon by the BSEO and the Board.

## **ARTICLE XI - SENIORITY AND REDUCTION IN FORCE**

### **11.01 Qualifications for Seniority**

Seniority will be based on the date of hire into a position eligible for seniority, or the date of assignment to a position eligible for seniority. Any employee who works five (5) hours per day and one hundred seventy-six (176) days or more per year will qualify for seniority status. Should the employee achieve seniority status and subsequently fall below the required five (5) hours per day, 176 days per year, his/her seniority will be retained and frozen until such time as his/her schedule returns to at least five (5) hours per day, 176 days per year at which time the individual will begin accruing additional seniority credit. Seniority will accrue from the date of hire into an eligible position, and apply to the position currently held as well as all other previously held eligible positions. For those employees working in more than one part-time position who meet the requirement for accrual of seniority, seniority will accrue equally in each position.

### **11.02 Effect on Seniority when Employee Changes to Different Grade Structure/Job Title**

When an employee moves to another position that meets the requirements for accrual of seniority, the seniority accrued in previous positions will transfer to the new position.

### **11.03 Reduction in Force (RIF)**

If the Board decides to make a reduction in force, an employee to be released will be given either ninety (90) days notice or thirty (30) work days severance pay, at the Board's discretion. Previously earned vacation or back pay will be paid in addition to the severance pay. Should the Board decide to reduce the number of employees in a specific category of position, the employee with the least seniority in that category of position will be honorably dismissed first. Honorably dismissed employees in one category of position who hold seniority in another category of position can "bump" an employee in that category that has less seniority.

### **11.04 Right to Recall**

Honorably dismissed employees will be recalled on the basis of seniority and qualifications for the open position(s). In the event the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category or any other category of position, so far as they are qualified to hold such position(s). During this period, positions that become vacant may not be offered to a new employee until and unless all appropriately qualified individuals with recall rights have been rehired or have declined recall to an available position.

Recalled employees will have previous seniority and wage grid placement recognized, except when accepting recall to a different position, the procedure for determining wage grid placement in sections 18.09 and 18.11 will apply.

## ARTICLE XII - BENEFITS

### **12.01 Eligibility for Benefits**

Any employee hired July 1, 1999 or after who works thirty-two (32) hours or more weekly is eligible to participate in the District's Benefit Program (i.e. medical, dental, vision and life insurance). Any employee hired prior to July 1, 1999 who works twenty-five (25) hours or more weekly is also eligible to participate in the District's Benefit Program.

### **12.02 Benefits for Temporary Employees**

A temporary employee is not eligible for any District benefits.

### **12.03 Availability of Benefit Information**

An employee will receive a copy of the benefits and IMRF handbooks. A non-temporary employee will have on-line access to information regarding their sick, personal business, personal time off, and vacation units.

### **12.04 Insurance Deductions**

Deductions for insurance will be made throughout the year.

### **12.05 Change to Insurance Coverage**

In the event the Board decides to reevaluate, modify or change insurance coverage for employees, it will notify the BSEO. Two (2) BSEO representatives will be permitted to attend any District and Barrington Education Association (BEA) discussion concerning a change in plan administrator.

### **12.06 Medical Insurance**

The District will pay the single premium rate for the identified NIHIP HMO and PPO medical plans for the term of the agreement, for eligible classified employees. The employee contribution rate for PPO 300 family medical insurance will be \$330.23 per month for the 2010-2011 school year. The employee contribution rate for HMO Illinois family medical insurance will be \$225.42 per month for the 2010-2011 school year; the employee contribution rate for HMO Blue family medical insurance will be \$207.53 per month for the 2010-2011 school year.

### **12.07 Cap on Insurance Premium Increases**

Monthly premiums for single and family medical insurance coverage will not exceed a cumulative five percent (5%) increase per year for the length of the contract.

### **12.08 Life Insurance**

An eligible employee will be covered by a twenty-five thousand dollar (\$25,000) term life insurance policy. One-half the cost of dependent life insurance will be paid by the Board under its current plan. Additional term life insurance up to a total of fifty thousand dollars (\$50,000) in increments of twelve thousand five hundred dollars (\$12,500) also may be purchased by the employee.

### **12.09 Dental Insurance**

The District will pay the single premium rate for the identified NIHIP dental insurance plans for the term of this agreement. The employee contribution rate for the NIHIP MetLife family dental plan will be \$65.11/month for the 2010-11 school year. The employee contribution rate for the NIHIP Blue Care HMO family dental plan will be \$46.65/month for the 2010-11 school year.

### **12.10 Vision Insurance**

An eligible employee will receive vision insurance at fifty percent (50%) of premium cost for single coverage. Family vision coverage will be available at the employee's costs.

### **12.11 Flexible Employee Benefit Plan**

The Board will establish and maintain a "flexible employee benefit plan" in compliance with Section 125 of the Internal Revenue Code of 1986. Prior to each plan year, an employee may elect to have the Board reduce his or her pay and contribute such amounts among the following non-taxable benefits, in accordance with the plan document:

- a. Premiums for the District's health, dental, vision, and life insurance plans, which are not paid by the Board;
- b. Reimbursement for qualified dependent care assistance expenses, in accordance with Section 129 of the Internal Revenue Code of 1986;
- c. Reimbursement of the cost of medical and dental care, as defined in Section 214(d) of the Internal Revenue Code of 1986, to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents, up to four thousand dollars (\$4,000) per plan year.

In accordance with the Internal Revenue Code, any amounts remaining unpaid after processing all timely requests for reimbursement will be forfeited and not otherwise paid to the employee or carried over to the following plan year. The Board will pay the administrative costs and expenses for maintaining the plan.

### **12.12 Long-term Disability (LTD)**

The District will provide at full premium cost to the District, a long-term employee disability insurance program to cover seventy percent (70%) from all sources of the individual employee's income, payable after sixty (60) calendar days of health or accident disability absence from employment duties. The Board will pay insurance up to twelve (12) months after all benefits are exhausted. Major medical hospitalization insurance and LTD will be identical to the BEA coverage.

### **12.13 Injury on the Job**

In the event an employee is injured while on the job, the employee will be transported at the District's expense to a District-designated doctor, or the paramedic squad will be obtained at the District's expense. Within twenty-four (24) hours, or as soon thereafter as practicable, the injury will be reported by the immediate supervisor to the Chief Financial Officer. In the event an employee is injured in the course of employment, the employee is covered under the Illinois Workers' Compensation Law and will receive the benefits thereof.

#### **12.14 Service Recognition**

An employee who has at least fifteen (15) years of continuous service and is at least fifty-five (55) years of age is eligible for service recognition in the amount of five thousand dollars (\$5,000.00) in his/her last year of service. A resignation notice must be given nine (9) months prior to separation. Payment will be spread evenly over the final year. An employee who avails him/herself of the service recognition clause during this contract will receive an additional two (2) sick days for each year of District service, which will be added at the beginning of the employee's final year of service. These additional sick days are cumulative to the maximum number of days allowed for additional service credit with the Illinois Municipal Retirement Fund (IMRF). Full year of service will be defined as hired before November 1<sup>st</sup> of the year hired.

#### **12.15 Benefits for Retired Employees**

Any retired employee may elect to purchase either single or family medical and dental insurance at the District group rate until the age of sixty-five (65) years or Medicare eligibility, whichever occurs first.

#### **12.16 Family and Medical Leave Act (FMLA)**

The District will comply with the Family and Medical Leave Act and its regulations for implementation. Information on FMLA benefits is posted in each District building and more detailed information is available from the Human Resources Offices.

#### **12.17 Professional Development**

It is the intention of the Board to support participation of classified employees in District/building-sponsored staff development and professional growth plans and options. The success of these plans depends on the cooperation and mutual confidence of the employee and the Administration. Therefore, the Administration is encouraged to help facilitate the involvement of classified employees in all ways practical and possible. When institute day activities are relevant to classified employees, they will be encouraged to attend. Employees who do not work on institute days who are authorized to attend such activities will be compensated at the curriculum rate of pay. As part of the professional development process, employees may be encouraged to participate in training outside of the regular work day. In such cases, employees may apply the time spent engaged in that activity towards receipt of Board credit, in accordance with Section 12.18 of this Article.

When funds are available in each year of this contract, the Superintendent or designee will allocate a specified dollar amount to each building for staff development purposes for classified employees. The allocation will be calculated based on the number of classified employees in each building. The description, guidelines, and management procedures for these funds are disseminated through staff development representative(s) in each building. The Superintendent or designee and a BSEO representative will consult on any changes made to the procedures.

#### **12.18 Board Credit**

Board credit will be defined as credit honored only by the District. An employee will be able to acquire board credit in the following ways:

- complete any workshop/course offered by the District for which board credit is an option; or,
- complete an individual board credit plan (contact the Assistant Superintendent for Human Resources for details.)

Listed below are guidelines for acquiring board credit:

- One (1) board credit will represent seven and one half hours (7.5) of time on task beyond the working day.
- Fifteen (15) board credits are needed to advance one cell on the wage grid. The employee is required to notify the Office of Human Resources when 15 board credits have been earned.
- No employee can use board credits to advance more than one cell annually.
- An employee must submit a rationale supporting a request for board credit for a class or training taken outside of the District.
- The maximum number of board credits for any proposal made by an employee will be six (6), despite the number of hours to execute the proposal.
- In cases where board credit or pay is offered, only one will be awarded. It will be the choice of the employee.
- Board credit or pay will be granted one time upon completion of any workshop, course, or proposal. Repetition of any workshop, course, or proposal will not be awarded board credit or pay.
- Board credit will not be given for any class or training taken outside of the District when the cost of the class/training is being paid by the District.
- Employees on cell 12 of the wage grid for their positions who earn 15 board credits will earn a 2% increase in their hourly rate. This provision is effective only during the term of the 2010-2013 collective bargaining agreement.

#### **12.19 Tuition Costs**

Subject to administrative approval prior to enrollment in a program, the Board may reimburse an employee for tuition costs not to exceed one hundred twenty-five dollars (\$125.00) per credit hour for coursework leading to an Associate degree or towards improvement of job-related skills. Proof of an A or B grade must be provided.

#### **12.20 Flexible Staff Development Time**

Flexible Staff Development Time will be available to employees. The Superintendent or designee is responsible for approving requests for Flexible Staff Development Time. Activities that are aligned with the goals of the building/district and that help to reduce the time an employee spends away from his/her job are appropriate uses of Flexible Staff Development Time. Below are the guidelines for Flexible Staff Development Time:

- One (1) block of Flexible Staff Development Time is four and one half hours (4.5) of time on task beyond the working day.
- The rate of pay for one (1) block of Flexible Staff Development Time will be equal to the curriculum rate of pay for the District.
- Pay for Flexible Staff Development Time will be limited to activities that are scheduled in increments of one-half (0.5) blocks. Each half block equals two and one-quarter hours (2.25).
- For budget purposes, the total number of blocks for the District will be calculated by multiplying up to a limit of three (3) times the total number of classified employees. The allocation of blocks will be mutually agreed upon by the Superintendent or designee and a BSEO representative.

### **12.21 Required Workshop and Classes**

When employees are required by the district to attend a workshop or other training session including but not limited to certifications and licensure requirements, their time spent in transit and to participate in the training as well as expenses associated with the training will be paid by the District. If the required training results in the employee being unable to fulfill an extra duty assignment, the employee will receive pay for that missed extra duty.

### **12.22 403(b) Programs**

All employees may participate in a 403(b) program. The District will provide all employees with a list of Board approved 403(b) providers.

## **ARTICLE XIII - NO CHILD LEFT BEHIND (NCLB)**

### **13.01 Response to Intervention Training**

The Board of Education recognizes that teaching assistants play a role in the delivery of interventions specific to the Response to Intervention (RtI) model. Therefore, it is the intention of the Board to provide appropriate training opportunities regarding the RtI concept, as well as to identify appropriate training opportunities regarding the delivery of specific interventions. At a minimum, such training opportunities will be included as part of the fall in-service which is provided for all classified staff. To insure that the role of teaching assistants in the RtI model is clearly understood, it will be the responsibility of the Administration to annually review this role with all staff. Further, it is the intent of the Board to insure that the District complies with all legal requirements regarding the role of teaching assistants specific to the delivery of instructional support, development of curriculum, and the implementation of intervention strategies by defining and communicating the scope of these responsibilities to all staff.

## **ARTICLE XIV - WORKING CONDITIONS**

### **14.01 Duty Free Lunch**

Except in emergency situations, an employee who works five (5) or more hours per day will be granted a duty-free, unpaid, uninterrupted lunch period of thirty (30) minutes. Travel time necessary to obtain food is included in the 30 minute lunch period.

### **14.02 On-Call Lunch for Nurses**

Hourly nurses who remain on-call on the employer's premises (assigned school) will be paid a thirty (30) minute on-call lunch daily on days students are in attendance. Payment will be based on their regular hourly rate of pay. On-call is defined as a nurse who is required by an administrator to remain on the employer's premises or so close to the premises that the nurse cannot use the lunch time effectively for his or her own purpose.

#### **14.03 Break Period**

An employee will be entitled to a fifteen (15) minute break during each four (4) hour work period at a time agreed upon by the supervisor. Any travel time is included in the fifteen (15) minute break period.

#### **14.04 Use of Personal Automobile**

An employee will be reimbursed for the use of a personal vehicle in the conduct of school business at the rate allowable by the Internal Revenue Service, provided that such usage is approved by the building principal, the Chief Financial Officer, or other appropriate administrator.

#### **14.05 Safe Working Conditions**

An employee will not be required to work under unsafe conditions or to perform tasks which endanger health, safety or well-being.

#### **14.06 No Smoking Policy**

All employees will abide by the District's No Smoking Policy.

#### **14.07 Employees Working Through Lunch**

On-call employees who work through their lunch while performing school assigned duties will be paid for their thirty (30) minute lunch at their regular hourly rate. On-call is defined as an employee who is required by an administrator to remain with the students so that the employee cannot use the lunch time effectively for his or her own purpose.

### **ARTICLE XV - ABSENCE FROM WORK**

#### **15.01 Definition of a Unit**

One (1) unit of sick, personal business, vacation, or personal time off is the equivalent of an employee's regular working hours per day.

#### **15.02 Time Not Worked**

An employee is expected to work his/her contracted days and hours per day. Time not worked needs to be accounted for by using one of the following:

Personal days, PTO days, sick days, comp time, vacation time (where applicable) or without pay if approved by immediate supervisor.

#### **15.03 Payment of a Unit**

A non-temporary employee who works six hundred (600) or more hours per year is eligible for sick, personal business, or personal time off units and will be paid the equivalent of his/her regular daily working hours. As an example, for an employee who works four (4) hours per day, one (1) unit = four (4) hours. If an employee's regular daily working hours change, then all units will be converted appropriately.

**15.04 Sick and Personal Business Units for Employees with Less than Ten Years of Service**

A non-temporary employee who works six hundred (600) or more hours per year with less than ten (10) years of service will receive sick units each fiscal year, as noted below. (Refer to Sections 15.06 and 15.07 of the contract.) Sick units for a first year employee will be prorated. All others will receive sick units up-front as of July 1 of each year. In addition, an employee with one (1) to nine (9) years of service will receive three (3) personal business units per year. Unused personal business units will be converted into sick units at the end of the fiscal year or upon retirement.

**15.05 Personal Time Off Units for Employees with Ten or More Years of Service**

A non-temporary employee who works six hundred (600) or more hours per year with ten (10) or more years of service will receive personal time off units each fiscal year, as noted below. (Refer to Sections 15.06 and 15.07 of the contract.) These units may be used for any purpose. Advance notice for personal business and personal time off will be given to the immediate supervisor as early as possible. Unused personal time off units will be converted into sick units at the end of the fiscal year or upon retirement.

**15.06 Unit Data Table for Full-Time-Twelve-(12)-Month or Part-Time-Twelve-(12)-Month Employees**

A full-time-twelve-(12)-month or part-time-twelve-(12)-month employee who meets the qualifications of Sections 15.04 or 15.05 of the contract will be awarded sick and personal business units or personal time off units as follows:

Years of Service	Number of Units per Year	
1-5 years	11 sick	3 personal business
6-9 years	12 sick	3 personal business
10-15 years	16 personal time off	
16-20 years	17 personal time off	
21 or more years	18 personal time off	

**15.07 Unit Data Table for Full-Time-School-Term or Part-Time-School-Term Employees**

A full-time-school-term or part-time-school-term employee who meets the qualifications of Sections 15.04 or 15.05 of the contract will be awarded sick and personal business units or personal time off units as follows:

Years of Service	Number of Units per Year	
1-5 years	10 sick	3 personal business
6-9 years	11 sick	3 personal business
10-15 years	15 personal time off	
16-20 years	16 personal time off	
21 or more years	17 personal time off	

**15.08 Use of Sick Units**

An employee may use sick units per the provisions and definitions of the Illinois School Code, Section 24-6. An employee is required to notify his/her immediate supervisor as soon as possible if he/she is to be absent because of illness or injury. A sick unit is equal to the normal work day of the employee.

### **15.09 Use of Sick Units for Adoption**

An employee may use sick units for the purposes of the adoption of a child per the provisions and definitions of the Illinois School Code, Section 24-6 and the Family and Medical Leave Act (FMLA).

### **15.10 Bereavement Leave**

The Board will provide up to five (5) days' leave with pay because of death in the immediate family, and up to two (2) days for non-immediate family, per occurrence. Immediate family will be defined as follows: child, spouse, mother, father, mother or father-in-law, brother, sister, aunt, uncle, grandchildren, grandparent, great-grandparent, step-parent, fiancée, ward, half-brother or -sister, brother- or sister-in-law, stepchild, son- or daughter-in-law, domestic partner, stepsister/brother, niece, nephew, cousin or anyone for whom the bargaining unit member is a legal guardian. These days are deductible from sick units.

### **15.11 Unpaid Leaves**

Leaves of absence without pay may be granted at the discretion of the Superintendent or designee. A non-probationary employee who uses all sick units will be guaranteed a minimum leave of absence based on years of service in the District. The maximum guaranteed leave period in any one fiscal year will be determined as follows: four (4) days for each year of service to a maximum of forty (40) days. A request for additional leave beyond the maximum guaranteed period will be considered on an individual basis by the Superintendent or designee.

### **15.12 Jury Duty**

An employee required to serve on a jury will be entitled to leave. The reimbursement will be full pay less the pay received for jury duty, excluding travel expenses received in connection with jury duty.

### **15.13 Sick Leave Bank**

In any school year, all employees may participate in the Sick Leave Bank by contributing one (1) day from his/her sick leave or personal time off. Unused sick bank days at the end of the first year will carry over to the next fiscal year. A committee will be established to act as the governing body for administration of the bank, consisting of two (2) employees named by the BSEO and one (1) administrator named by the Board. The committee will review all employee applications and make all determinations as to the granting of such sick bank leave days for serious illness. In order to be eligible to draw from sick leave bank, an employee will be a contributor to the bank, present a doctor's certification of continuing illness, have used all accumulated sick leave or personal time off, and have had deducted from the employee's pay two (2) days of salary. The maximum use in any one (1) fiscal year by any employee will be four (4) days for each year of service in the District, to a total of forty (40) days.

### **15.14 Good Attendance Incentive for All Employees**

An employee using only three (3) full sick units/PTO or less in one fiscal year will be given one hundred dollars (\$100.00) incentive pay at the end of the fiscal year. Bereavement days will not be counted against sick units for the purpose of the good attendance incentive.

**15.15 Eligibility for Vacation**

A full-time-twelve-(12)-month and part-time-twelve-(12)-month employee who is employed at least twenty (20) hours weekly will receive paid vacation.

**15.16 Computation and Accumulation of Vacation**

Vacation is computed as of July 1<sup>st</sup> of each year and will not be accumulated. Vacation is earned in arrears and therefore will be awarded on July 1<sup>st</sup> at the end of the work year. A vacation unit is equal to the normal work day of the employee.

**15.17 Data Table for Computation of Vacation**

An eligible employee will be granted paid vacation in accordance with the following schedule:

Years of Service	Vacation Units
1-5 years of service	10 units
6-10 years of service	15 units
11-13 years of service	18 units
14-20 years of service	20 units
21 years	21 units
22 years	22 units
23 years	23 units
24 years	24 units
25 years or more	25 units

**15.18 Vacation Schedule Placement for Employee who Transfers to Twelve-(12)-Month Position**

In the event an employee is permanently transferred to a twelve-(12)-month position, his/her placement on the vacation schedule will be determined by dividing by twelve (12) the total number of months worked by the employee since his/her date of hire.

**15.19 Vacation Calendar**

Vacations will be taken between the close of school in June and return to regular duties in August. An eligible employee may arrange vacations at other times during the school year with supervisory approval and work load permitting.

**15.20 Holiday During Vacation**

When a holiday occurs during an eligible employee's vacation period, that day will not be counted as a vacation unit.

**15.21 Payment for Unused Vacation**

An eligible employee will be paid for any unused accrued vacation from the current fiscal year upon termination of employment.

### **15.22 Workers' Compensation and Vacation**

While on Workers' Compensation, an eligible employee will accumulate vacation units at one-half the regular rate, up to a maximum of three hundred sixty-five (365) days.

### **15.23 Adjusted Date of Hire**

Effective July 1, 2008, all current and future employees hired between July 1 and October 31 in their year of hire will have a recognized starting date of July 1 for the purposes of calculating sick time, personal days, PTO days, vacation days, longevity, and salary adjustments.

All adjustments to benefits are subject to completion of the probationary period.

## **ARTICLE XVI - EMERGENCY DAYS**

### **16.01 Payment for Work when Sent Home**

An employee who is sent home after the start of a regular work day because of emergency conditions, such as tornado watches or power failures, will be paid for his/her regular day's work.

### **16.02 Closing of Individual Building**

When an individual building is closed prior to the start of the regular work day, but other schools are open, an employee may be temporarily reassigned to another building that day. If the employee chooses not to be reassigned, time not worked needs to be accounted for by use of one of the following as appropriate: Personal day, PTO day, sick day, comp time, vacation time (where applicable) or without pay.

### **16.03 Reporting to Work when School is Cancelled**

When an all-District closing becomes necessary, a full-time twelve (12) month and a part-time twelve (12) month employee is required to report to work unless otherwise notified. A full-time school-term and a part-time school-term employee are not required to report to work on such days. When less than a normal statute-mandated, minimum school year is observed as a result of inclement weather or other emergency condition, the employee will suffer no loss of pay as a result. Staff who are required and do report to work will be paid double time for all hours worked in association with that given day.

## **ARTICLE XVII - JOB VACANCIES**

### **17.01 Posting of Job Vacancies**

All job vacancies will be posted on the District's website. The Board will post all known vacancies for a period of ten (10) days prior to filling any vacancy. Notices will be posted as far in advance as possible, ordinarily for at least one (1) week before public advertisements are placed.

**17.02 Summer Posting of Job Vacancies**

For the summer, a summary posting covering all District vacancies may be used provided none of the vacancies are for positions new to the bargaining unit.

**17.03 Emergency Job Vacancy Posting**

In the event of an emergency, two (2) days notice to the President of the BSEO will be sufficient.

**17.04 Job Posting for a Temporary Position**

A posting for a temporary position will indicate that it is temporary.

**17.05 Filling a Vacancy Temporarily**

Vacancies may be filled on a temporary basis while selection procedures are underway. The occupant of such a position is to be apprised of the temporary nature of the appointment. If a position is vacated and the administration decides to reallocate those hours to another position, the BSEO will be notified in writing by Human Resources within five (5) working days.

**17.06 Employee Application to New Job Vacancy**

An employee who desires to apply for a vacancy will submit his/her application in writing to the Office of Human Resources. The employee will be guaranteed an interview if he/she meets the criteria for the vacant position as established by the Board.

**17.07 Decision to Fill Vacancy**

Vacancies will be filled on the basis of qualifications for the vacant post. When two (2) or more applicants are equally competent and qualified, seniority in the District will be considered. The Board’s decision with respect to the selection will not be subject to the Grievance Procedures.

**ARTICLE XVIII - WAGES**

**18.01 Mode of Payment**

Regular wages for all classified employees will be equally divided over the number of pay checks identified below:

- a. Employees who are employed in a position working two hundred sixty (260) days per year will be paid on the basis of twenty-four (24) pay checks. Employees who are employed in a position working between one hundred ninety-six (196) and two hundred fifty-nine (259) days will be paid on the basis of twenty-two (22) pay checks. Employees who are employed in a position working between one hundred eighty-eight days and one hundred ninety-five (195) days will be paid on the basis of twenty (20) pay checks.

Full- and Part-Time 12-Month (260 Days) Employees:	24 Pay Periods
Full- and Part-Time Employees Working 196-259 days:	22 Pay Periods
Full- and Part-Time Employees Working a School Term Calendar and Up To 195 Days:	20 Pay Periods

If the official hire date for a new employee is three (3) or fewer days prior to a pay date, the employee's first pay check will be received on the second (2<sup>nd</sup>) payroll date following the employee's official hire date. The official hire date will be determined by the Human Resources Department following the completion of the required employment paperwork.

Payroll shall be distributed no later than the fifteenth (15<sup>th</sup>) and last day of each month, except when such date occurs on a holiday or a weekend. In such instance, the nearest previous District business day shall be the pay day.

#### **18.02 Involuntary Transfer**

The Board recognizes that any employee being involuntarily transferred will not have his/her hourly salary, contracted days and hours per day reduced or frozen, excluding reduction in force and disciplinary purposes. Excluding disciplinary purposes, an employee who is transferred involuntarily will be considered for all vacancies which may exist for which the employee may qualify at the time of the involuntary transfer.

#### **18.03 Lunchroom and Lunch Recess Supervision**

Paid extra-duty lunchroom supervisory assignments will be posted each school year. An employee may apply for the duty in writing to the building principal or designee. Staff can voluntarily use their allotted lunch break time for paid extra-duty lunch supervisory assignments. Only lunchroom supervision and lunch recess are considered extra duty during the regular school day. The rate of pay for lunchroom supervision and lunch recess for the duration of this contract will be 45¢ per minute.

#### **18.04 Wage Grids**

The wage grids for the 2010-11 school year are listed in Appendix D through G. Increases in compensation for each year of the contract will be as follows:

2010-11 One time, non-recurring flat rate increase of 2%. This does not change the wage grids for 2010-11. The increase will be paid quarterly on the first pay period of October, December, March and June. The increase will be prorated for those employees not working a full contract year.

2011-12 Compensation increases for the 2011-12 school year will be determined by applying the figure that is equal to 50% of the United States City Average Consumer Price Index for all Urban Consumers (CPI-U) for the twelve month period from January 1, 2010 through December 31, 2010. The guaranteed minimum increase will be 2%. (For example, if the CPI-U is greater than 4%, the salary increase will be greater than 2%; if the CPI-U is less than 4%, the salary increase will be 2%.) The 2011-12 wage grids will be available by January 30, 2011 after the CPI-U is released in mid-January 2011.

2012-13 Compensation increases for the 2012-13 school year will be determined by applying the figure that is equal to 50% of the United States City Average Consumer Price Index for all Urban Consumers (CPI-U) for the twelve month period from January 1, 2011 through December 31, 2011. The guaranteed minimum increase will be 1.5%. (For example, if the CPI-U is greater than 3%, the salary increase will be greater than 1.5%;

if the CPI-U is less than 3%, the salary increase will be 1.5%.) The 2012-13 wage grids will be available by January 30, 2012 after the CPI-U is released in mid-January 2012.

#### **18.05 Annual Salary Increase**

Any employee will be eligible for an annual salary increase on July 1 provided they were hired and began work on or before November 1. Any employee hired after November 1 will be eligible for an annual salary increase the day after their one-year anniversary of employment in the District.

#### **18.06 Placement of New Employee on the Wage Grid**

A new employee may be placed on the wage grid on an increment which takes into consideration creditable job experience, subject to approval of the Board. In granting experience credit to a new employee for the purpose of placement on the wage grid, the Administration will seek to be consistent with experience credit granted to continuing employees. If a new employee is placed in a cell higher than cell four (4), the Administration will notify the Association and be prepared to provide written rationale for the placement if requested by the Association. Any subsequent cell movement will be in accordance with the Agreement.

#### **18.07 Summer School Rate of Pay**

The rate of pay for any employee working the summer school program will remain the same as their current school year rate of pay. The rate of pay for the following school year will be established upon completion of the summer school program in advance of the upcoming school year.

#### **18.08 Temporary Reassignment of Employee to Higher Salary Classification**

An employee who is temporarily reassigned for a minimum of one (1) full day to a position in a higher cell will be paid at the rate appropriate to the higher classification during the temporary assignment. The rate of pay for a temporary assignment will be determined by moving to the equal or next higher cell of the new position, whichever is lower, plus two cells.

#### **18.09 Permanent Reassignment of Employee to Higher Salary Classification**

An employee permanently reassigned to a position in a higher salary classification will not lose credit for service in the District. For permanent assignments, the rate of pay will be determined by moving to the equal or next higher cell of the new position, whichever is lower, plus two cells.

#### **18.10 Classroom Assistant Covering for Building Secretary**

An employee who covers for a building secretary will receive the assistant to the secretary's rate of pay immediately. The rate of pay for this assignment will be determined by moving to the equal or next higher cell of the new position, whichever is lower, plus two cells.

#### **18.11 Voluntary Transfer of Employee to Lower Salary Classification**

If an individual volunteers for a position in a lower salary classification, then the employee will not receive a rate past the twelfth cell of the new position.

**18.12 Longevity Pay**

Longevity pay will be awarded to a non-temporary employee who has completed a minimum of ten (10) years of full- or part-time cumulative service in the District. Pay will be based on one flat rate annual increase up to twenty-five (25) years of full- or part-time service. An employee who has obtained twenty-five (25) or more years of full- or part-time service will remain at the year twenty-five (25) rate through the term of this contract.

**18.13 Data Table for Longevity Pay**

All references will be made to longevity service grid as follows:

Cumulative Years of Service	Annual Payment
10 years	\$375
11 years	\$400
12 years	\$425
13 years	\$450
14 years	\$475
15 years	\$500
16 years	\$525
17 years	\$550
18 years	\$575
19 years	\$600
20 years	\$625
21 years	\$650
22 years	\$675
23 years	\$700
24 years	\$725
25 or more years	\$750

**18.14 Extra-Curricular Activity Payment**

Payment for extra-curricular activities will be paid upon completion of the activity.

**18.15 Compensation Adjustments**

Any employee who may have been overpaid or underpaid will have any adjustment made as soon as possible once the error has been discovered. The adjustment or correction will be for the current fiscal year only and no claim by the Board of Education for repayment or claim by the employee for additional payment will be made except for the current fiscal year adjustment.

**ARTICLE XIX - DURATION OF AGREEMENT**

This Agreement will be in effect from July 1, 2010 through June 30, 2013. This Agreement is signed this \_\_\_\_\_ 7<sup>th</sup> \_\_\_\_\_  
Day of \_\_\_\_\_ September \_\_\_\_\_, 2010.

In Witness Whereof:

FOR THE BOARD OF EDUCATION OF  
COMMUNITY UNIT SCHOOL DISTRICT 220  
OF LAKE, KANE, COOK & McHENRY COUNTIES, ILLINOIS

FOR THE BARRINGTON SCHOOL  
EMPLOYEES ORGANIZATION

\_\_\_\_\_  
Brian Battle, President

\_\_\_\_\_  
Scott Moore, President

\_\_\_\_\_  
Jeff Church, Secretary

\_\_\_\_\_  
Kim Martinez, Secretary

**APPENDIX A**  
**LETTERS OF UNDERSTANDING**

**RtI Input**

The Board and the BSEO recognize that teacher assistants play a role in the delivery of interventions as part of the Response to Intervention (RtI) model. The Board and the BSEO also recognize the importance of a vehicle for regular communication between teacher assistants and the teachers who supervise the implementation of interventions and instructional support. The Board agrees to seek ways to provide for regular, periodic communication regarding the efforts of teacher assistants in implementing RtI interventions. Additionally, the Board and the BSEO agree that District teacher assistants will have the opportunity for no less than quarterly meetings with the District RtI facilitator, who will share their input and feedback with the building RtI committees. The RtI facilitator will subsequently report back to the teacher assistants regarding the reaction of the building RtI committees to their input.

**Transition Plan for Acquisition of Class B License for Current Employees**

The Board of Education and the BSEO share the expectation that District grounds employees and delivery truck driver hired before February 24, 2010 will obtain a Class B Driver's License. The Board agrees that it will work with the employees in these positions to be successful in obtaining the Class B license by providing ample time to practice and receive the necessary training, including use of District vehicles. The Board also agrees to the following:

- payment of fee(s) associated with obtaining the initial license
- provide one (1) Board credit upon obtaining the Class B license
- provide a one time bonus payment of \$100 if license obtained within 6 months of this agreement

The Board and the BSEO also agree that all grounds employees and the delivery truck driver will be encouraged to obtain the Class B license as quickly as possible. The District may consider an involuntary transfer for those employees who, despite their best efforts as well as those of the District, fail to obtain the Class B license.

As a result of this agreement, the Board and the BSEO recognize the need to review and revise as necessary the qualifications of the job descriptions associated with the following positions; grounds person, maintenance worker, delivery truck driver.

**Job Reclassification Committee**

- Create a planning committee comprised of 3 BSEO representatives and 3 Administrative representatives
- Complete design/planning process by October 15, 2010.
- Plan to include following components:
  - Composition of Job Reclassification Review Committee
  - Criteria/forms/rubrics
  - Timeline/deadlines

- Submission of initial reclassification request
- Review of reclassification requests
- Notification of decision
- Effective date

Plan must be approved by the Board of Education and BSEO leadership prior to implementation. Final decision lies with Board of Education, and is not subject to the grievance process. Any approved reclassification requests will be implemented July 1 of the next school year.

## **APPENDIX B**

### **BSEO Evaluation Process**

1. The evaluation tool and process will be made known to the employee by the end of September in the evaluation year, or within two weeks of employment if hired after October 1<sup>st</sup>.
2. Employees will be evaluated twice in the first year of employment, with the first evaluation conference occurring at least two weeks prior to the end of the probationary period. After the first year of employment the employee will be evaluated at least every other school year.
3. The evaluation will be completed by the end of May for school year employees; by the end of June for twelve month employees.
4. Use of the “Does Not Meet Expectations” rating must be accompanied by comments/suggestions for improvement.
  - If a “Does Not Meet” rating results in a recommendation for “Remediation”, a meeting will be held within five (5) business days of the classified performance evaluation conference and will include the employee, a representative from the BSEO, and the Assistant Superintendent for Human Resources.
  - If a “Does Not Meet” rating results in a recommendation for “Termination”, a meeting will be held within five (5) business days of the classified performance evaluation conference and will include the employee, a representative from the BSEO, and the Assistant Superintendent for Human Resources.
5. Use of the “Meets Expectations” or “Exceeds Expectations” rating may be accompanied by comments.
6. The evaluation should include comments/suggestions to help the employee improve his/ her job performance. In the case of a “Does Not Meet” rating where a supervisor feels remediation could be recommended, remediation procedures are to be followed.
7. The “Self-Assessment” may be completed by the employee prior to the summative evaluation conference.

\*Implementation effective with the 2008-2009 school year

## **APPENDIX B**

### **Classified Personnel Performance Appraisal - Self-Assessment**

Name of Employee:

Location/Department:

Classification/Title:

Date of Hire:

1. Which area(s) of my job performance do I consider the strongest?
  
2. Which area(s) of my job performance do I believe need strengthening?
  
3. What area of my job performance have I tried to improve since my last evaluation? Please explain.
  
4. What have I done to develop myself professionally this year? (Travel, study, reading, conferences, professional meetings/workshops.)
  
5. What talents do I have that I am willing to share within the District?

cc: Office of Human Resources (original)  
Employee

**APPENDIX B**

**Classified Personnel Performance Appraisal**

**Name of Employee:** \_\_\_\_\_

**Location/Department:** \_\_\_\_\_

**Classification/Title:** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_

This evaluation tool is to be used with each classified staff member on an annual basis. Use of the rating Does Not Meet Expectations is to include comments providing suggestions for improvement. Positive comments may be included to support the Meets Expectations or the Exceeds Expectations ratings.

Criteria				Comments
	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	
<b>COMPETENCY</b> - possesses required knowledge and skills for the job.				
<b>QUALITY OF WORK</b> - completed work is accurate, neat, well-organized, and thorough.				
<b>PRODUCTIVITY</b> - efficiently and effectively performs duties of the job.				
<b>RELIABILITY</b> - dependable, punctual, and has a positive attendance record.				
<b>RESOURCEFULNESS</b> – is a self-starter; presents new ideas and completes assigned responsibilities with minimal supervision.				
<b>INTERPERSONAL RELATIONS</b> – demonstrates the ability to cooperate, communicate, and work with staff, coworkers, supervisors, students, and the community.				

**Comments – Areas of Professional Strength:**

**Comments – Areas of Professional Growth and Development:**

**Performance Objectives:**

**Employment Recommendations:**

**Continued Employment**

**Remediation**

Requires meeting with BSEO Representation and completion of Remediation Plan

**Termination**

Requires meeting with BSEO Representation

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

Signing of form does not constitute acceptance, but does acknowledge receipt.

cc: Office of Human Resources (original)  
Employee

## APPENDIX B

### REMEDIATION PLAN GUIDELINES FOR NON-PROBATIONARY, SUPPORT STAFF EMPLOYEES

The remediation process is intended to apply to situations in which a supervisor has concerns about an employee's failure to meet job performance standards and should not be used to address disciplinary issues.

#### **A. Initial Remediation Process**

1. The supervisor will provide written notice to the employee of the time, place, and reason for the initial remediation meeting at least five (5) days in advance of such meeting. Copies of the notice will be provided to the employee, BSEO and the Assistant Superintendent for Human Resources.
2. At the meeting, the supervisor will inform the employee of the nature of the performance deficiencies and the actions necessary to improve them.
3. A follow-up evaluation meeting will be scheduled with the employee, BSEO and Assistant Superintendent of Human Resources which allows for a minimum of thirty (30) days for the employee to improve the performance deficiencies.
4. The supervisor will prepare a remediation plan no later than five (5) work days after the meeting summarizing the performance deficiencies and the courses of action required to improve them, and include the tentative date for the follow-up meeting. A copy of this summary will be provided to the employee who will acknowledge receipt of the document with his/her signature. A signed copy will also be provided to the BSEO and the Assistant Superintendent for Human Resources.

#### **B. Follow-up Meeting to the Initial Remediation Plan**

1. If, at the time of the follow-up remediation meeting, performance is deemed to be satisfactory, the supervisor shall indicate such on the remediation plan document and the remediation process shall cease. The employee, BSEO and the Assistant Superintendent for Human Resources will receive a copy.
2. If at the time of the follow-up remediation meeting performance is not deemed to be satisfactory, the supervisor will so inform the employee. The supervisor also will inform the employee of the reasons performance is unsatisfactory and that the remediation process may continue.
3. If at the end of the remediation period the evaluations indicate that sufficient improvement in performance has not taken place, a written recommendation for termination may be prepared by the supervisor.

**APPENDIX B**

**BARRINGTON SCHOOL EMPLOYEES ORGANIZATION  
REMEDATION PLAN**

Name of staff member: \_\_\_\_\_

Name of evaluating supervisor: \_\_\_\_\_

Area(s) of Remediation and Date Initiated  
(specific)

Anticipated Completion Date  
(minimum 30 working days)

1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Expected Outcome

Specific Performance Objectives

Projected Review Dates: \_\_\_\_\_

\_\_\_\_\_  
Evaluator's signature                      Date

\_\_\_\_\_  
Staff Member's signature                      Date

Remediation outcome:

Continued Employment

Termination of Employment

**APPENDIX D  
C SCALE WAGE GRID**

2010-2011						
C/A	C/B	C/C	C/D	C/E	C/F	C/G
\$ 26.90	\$ 23.32	\$ 22.04	\$ 19.73	\$ 16.81	\$ 15.12	\$ 13.77
\$ 27.44	\$ 23.79	\$ 22.47	\$ 20.13	\$ 17.15	\$ 15.42	\$ 14.05
\$ 27.99	\$ 24.25	\$ 22.93	\$ 20.54	\$ 17.50	\$ 15.73	\$ 14.32
<b>Hire Line</b> \$ 28.55	\$ 24.74	\$ 23.39	\$ 20.95	\$ 17.84	\$ 16.05	\$ 14.61 <b>Hire Line</b>
\$ 29.26	\$ 25.36	\$ 23.98	\$ 21.46	\$ 18.29	\$ 16.45	\$ 14.97
\$ 30.00	\$ 25.99	\$ 24.57	\$ 22.00	\$ 18.75	\$ 16.86	\$ 15.35
\$ 30.74	\$ 26.66	\$ 25.18	\$ 22.55	\$ 19.22	\$ 17.28	\$ 15.73
\$ 31.51	\$ 27.31	\$ 25.81	\$ 23.12	\$ 19.70	\$ 17.71	\$ 16.12
\$ 32.46	\$ 28.14	\$ 26.59	\$ 23.81	\$ 20.28	\$ 18.24	\$ 16.61
\$ 33.42	\$ 28.99	\$ 27.38	\$ 24.53	\$ 20.89	\$ 18.79	\$ 17.11
\$ 34.43	\$ 29.85	\$ 28.21	\$ 25.26	\$ 21.52	\$ 19.35	\$ 17.62
\$ 35.80	\$ 31.04	\$ 29.33	\$ 26.26	\$ 22.37	\$ 20.13	\$ 18.32

**GRADE A**

Media Support Assistant/BHS Webmaster  
Occupational Therapy Assistant  
Oral/Sign Language Interpreter  
Physical Therapy Assistant

**GRADE B**

Day Care Director  
District Media Cataloguer  
Document Systems Coordinator  
HVAC Technician  
Lead Athletic Trainer  
Network Operations Coordinator  
Security Communications Technician

**GRADE C**

Assistant Day Care Director  
Registered Nurse  
Translator

**GRADE D**

**GRADE E**

Licensed Practical Nurse

**GRADE F**

Certified Nursing Assistant

**GRADE G**

Health Clerk

**APPENDIX E  
MAINTENANCE/TECHNICAL WAGE GRID**

		<b>2010-2011</b>									
		<b>M/AA</b>	<b>M/A</b>	<b>M/B</b>	<b>M/C</b>	<b>M/D</b>	<b>M/E</b>	<b>M/F</b>	<b>M/G</b>		
		\$ 22.04	\$ 20.00	\$ 18.25	\$ 16.88	\$ 15.67	\$ 14.69	\$ 13.79	\$ 11.11		
		\$ 22.47	\$ 20.40	\$ 18.62	\$ 17.21	\$ 15.98	\$ 14.99	\$ 14.07	\$ 11.33		
		\$ 22.93	\$ 20.81	\$ 19.00	\$ 17.55	\$ 16.30	\$ 15.28	\$ 14.34	\$ 11.56		
<b>Hire Line</b>		\$ 23.39	\$ 21.22	\$ 19.38	\$ 17.91	\$ 16.63	\$ 15.58	\$ 14.63	\$ 11.79	<b>Hire Line</b>	
		\$ 23.98	\$ 21.75	\$ 19.86	\$ 18.36	\$ 17.05	\$ 15.97	\$ 15.00	\$ 12.09		
		\$ 24.57	\$ 22.30	\$ 20.35	\$ 18.82	\$ 17.47	\$ 16.45	\$ 15.46	\$ 12.38		
		\$ 25.18	\$ 22.85	\$ 20.87	\$ 19.29	\$ 17.91	\$ 16.87	\$ 15.83	\$ 12.69		
		\$ 25.81	\$ 23.43	\$ 21.38	\$ 19.77	\$ 18.36	\$ 17.29	\$ 16.24	\$ 13.01		
		\$ 26.59	\$ 24.12	\$ 22.03	\$ 20.36	\$ 18.91	\$ 17.81	\$ 16.72	\$ 13.40		
		\$ 27.38	\$ 24.85	\$ 22.69	\$ 20.97	\$ 19.47	\$ 18.35	\$ 17.22	\$ 13.81		
		\$ 28.21	\$ 25.59	\$ 23.37	\$ 21.60	\$ 20.05	\$ 18.90	\$ 17.74	\$ 14.22		
		\$ 29.33	\$ 26.61	\$ 24.30	\$ 22.46	\$ 20.86	\$ 19.64	\$ 18.45	\$ 14.78		

**GRADE AA**

Computer Service Technician  
Maintenance Foreman – Days/Nights

**GRADE A**

Auditorium Manager  
Computer Service Associate  
Technology Support Assistant (K-5)  
Technology Support Assistant (6-8)  
Foreman Groundsperson

**GRADE B**

Skilled Maintenance Worker  
Warehouse Clerk

**GRADE C**

AV Technician  
Head Custodian (Middle School)

**GRADE D**

Head Custodian (Elementary)

**GRADE E**

District Delivery Driver  
Groundsperson

**GRADE F**

Custodian

**GRADE G**

**APPENDIX F  
SUPPORT SERVICE WAGE GRID**

2010-2011						
S/AA	S/A	S/B	S/C	S/D	S/E	S/F
\$ 18.82	\$ 16.81	\$ 15.12	\$ 13.77	\$ 12.59	\$ 11.64	\$ 10.78
\$ 19.19	\$ 17.15	\$ 15.42	\$ 14.05	\$ 12.84	\$ 11.88	\$ 11.00
\$ 19.57	\$ 17.50	\$ 15.73	\$ 14.32	\$ 13.09	\$ 12.11	\$ 11.21
Hire Line \$ 19.96	\$ 17.84	\$ 16.05	\$ 14.61	\$ 13.36	\$ 12.35	\$ 11.44 Hire Line
\$ 20.47	\$ 18.29	\$ 16.45	\$ 14.97	\$ 13.69	\$ 12.66	\$ 11.73
\$ 20.98	\$ 18.75	\$ 16.86	\$ 15.35	\$ 14.03	\$ 13.04	\$ 12.09
\$ 21.50	\$ 19.22	\$ 17.28	\$ 15.73	\$ 14.38	\$ 13.37	\$ 12.38
\$ 22.04	\$ 19.70	\$ 17.71	\$ 16.12	\$ 14.75	\$ 13.70	\$ 12.69
\$ 22.70	\$ 20.28	\$ 18.24	\$ 16.61	\$ 15.18	\$ 14.11	\$ 13.07
\$ 23.38	\$ 20.89	\$ 18.79	\$ 17.11	\$ 15.64	\$ 14.54	\$ 13.46
\$ 24.09	\$ 21.52	\$ 19.35	\$ 17.62	\$ 16.11	\$ 14.97	\$ 13.87
\$ 25.05	\$ 22.37	\$ 20.13	\$ 18.32	\$ 16.75	\$ 15.57	\$ 14.42

**GRADE AA**

Accounting Supervisor  
Crisis Intervention Assistant  
Admin. Assist. to Principal (El., HS, MS)  
Graphic Arts Copy Center Assistant

**GRADE A**

Signing Interpreter  
Secretary/Associate or Assistant Principal  
Secretary/Curriculum Systems Developer/Gifted  
Secretary/Information & Instructional Services  
Secretary/Instructional Systems Developer  
Secretary/Sp. Services – H.S. & J.S.

**GRADE B**

Accounting and Benefits Clerk  
Assistant to Secretary/Principal  
Community Connections Coordinator  
Data Processing Clerk  
Registrar – H.S.  
Secretary/Athletic Director  
Secretary/Dean  
Secretary/College Counselor  
Receptionist/Online Secretary-Guidance - M.S.  
Secretary/ Director of Media Services  
Testing Assistant  
Volunteer Coordinator

**GRADE C**

Activity Accounts Clerk  
Guidance Resource Coordinator  
Receipt./Online Secretary – Guidance – H.S.  
Secretary/Department  
Secretary/Director of Facilities & Services

**GRADE D**

Accounts Payable Clerk  
Attendance Data Processor  
Building Clerk – K-5  
Building Clerk – 6-8  
Parent Coordinator  
Audio Visual Clerk

**GRADE E**

Building Receptionist

**GRADE F**

**APPENDIX G  
TEACHING SUPPORT WAGE GRID**

2010-2011						
T/AA	T/A	T/B	T/C	T/D	T/E	T/F
\$ 13.93	\$ 12.38	\$ 11.13	\$ 10.09	\$ 9.00	\$ 8.51	\$ 7.84
\$ 14.21	\$ 12.64	\$ 11.35	\$ 10.29	\$ 9.18	\$ 8.68	\$ 8.00
\$ 14.49	\$ 12.89	\$ 11.58	\$ 10.49	\$ 9.57	\$ 8.85	\$ 8.16
Hire Line \$ 14.78	\$ 13.14	\$ 11.81	\$ 10.70	\$ 9.77	\$ 9.02	\$ 8.32 Hire Line
\$ 15.15	\$ 13.47	\$ 12.11	\$ 10.97	\$ 10.01	\$ 9.25	\$ 8.53
\$ 15.52	\$ 13.81	\$ 12.41	\$ 11.25	\$ 10.26	\$ 9.53	\$ 8.79
\$ 15.91	\$ 14.16	\$ 12.72	\$ 11.52	\$ 10.51	\$ 9.77	\$ 9.01
\$ 16.32	\$ 14.50	\$ 13.04	\$ 11.81	\$ 10.78	\$ 10.01	\$ 9.24
\$ 16.81	\$ 14.94	\$ 13.43	\$ 12.17	\$ 11.10	\$ 10.31	\$ 9.52
\$ 17.31	\$ 15.39	\$ 13.83	\$ 12.53	\$ 11.43	\$ 10.62	\$ 9.80
\$ 17.83	\$ 15.86	\$ 14.25	\$ 12.91	\$ 11.78	\$ 10.94	\$ 10.09
\$ 18.54	\$ 16.48	\$ 14.82	\$ 13.43	\$ 12.25	\$ 11.38	\$ 10.50

**GRADE AA**

Classroom Assistant/At Risk  
ESL/Bilingual Teaching Assistant  
H.S. Guided Study Coordinator  
Lead Campus Activities Attendant  
Special Services Assistant

**GRADE B**

**GRADE C**

**GRADE D**

**GRADE A**

Aqua Aide  
Campus Activities Attendant  
Classroom Assistant  
Day Care Assistant  
Library Media Assistant

**GRADE E**

**GRADE F**