

**AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION OF MONROE SCHOOL DISTRICT #70**

**AND**

**THE MONROE FEDERATION  
OF TEACHERS AND PARAPROFESSIONALS**

**2009-2012**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>	<u>CONTENT</u>
<a href="#"><u>ARTICLE I</u></a>	3	Recognition
<a href="#"><u>ARTICLE II</u></a>	3	No Strike Clause
<a href="#"><u>ARTICLE III</u></a>	3	Management Rights
<a href="#"><u>ARTICLE IV</u></a>	4	Union Rights
<a href="#"><u>ARTICLE V</u></a>	6	Negotiations Procedures
<a href="#"><u>ARTICLE VI</u></a>	7	Effect of Agreement

### CERTIFIED STAFF

<a href="#"><u>ARTICLE VII</u></a>	8	Teacher Compensation
<a href="#"><u>ARTICLE VIII</u></a>	10	Leaves
<a href="#"><u>ARTICLE IX</u></a>	13	Working Conditions
<a href="#"><u>ARTICLE X</u></a>	16	Evaluation

### SUPPORT STAFF

<a href="#"><u>ARTICLE XI</u></a>	17	Working Conditions/Benefits
<a href="#"><u>ARTICLE XII</u></a>	21	Leaves
<a href="#"><u>ARTICLE XIII</u></a>	23	Job Security
<a href="#"><u>ARTICLE XIV</u></a>	25	Subcontracting
<a href="#"><u>ARTICLE XV</u></a>	25	Overtime

### APPENDICES

<a href="#"><u>APPENDIX A</u></a>	Insurance
<a href="#"><u>APPENDIX B(1-3)</u></a>	Teacher Salary Schedule
<a href="#"><u>APPENDIX C(1-3)</u></a>	Co-Curricular Salary Schedule
<a href="#"><u>APPENDIX D(1-2)</u></a>	Retirement Incentive
<a href="#"><u>APPENDIX E</u></a>	Support Staff Salary Schedule
<a href="#"><u>APPENDIX F</u></a>	Grievance Procedures

## **ARTICLE I**

### RECOGNITION

The Board of Education of Monroe School District #70, Peoria County, Illinois, hereinafter referred to as the "Board", hereby recognizes the Monroe Federation of Teachers and Paraprofessionals, Local #4215, IFT, AFT, AFL-CIO, hereinafter referred to as the "Federation", as the sole and exclusive bargaining agent for all regularly employed full-time certificated teaching personnel, hereinafter referred to as "Teachers", except for the Superintendent, and any other Type 75 certificated administrative employee or confidential personnel. Part-time teachers shall be included in the bargaining unit, but their benefits shall be pro-rated consistent with their fractional employment status.

In addition, the Board of Education, Monroe District #70, Bartonville, Illinois, hereby recognizes the same Monroe Federation of Teachers and Paraprofessional, Local #4215, IFT-AFT, AFL-CIO, as the exclusive bargaining representative for all regularly scheduled full and part-time non-certified employees including maintenance staff, maintenance manager, clerical staff, cafeteria manager, cafeteria workers, and aides. Excluded are those that are temporary help, students, managerial or supervisory in nature or that are confidential employees.

## **ARTICLE II**

### NO STRIKE CLAUSE

The Union agrees that there shall be no strike or withholding of services during the term this Agreement is in full force and effect.

In the event of a strike or withholding of services during the term of this Agreement, the Union and its representatives will take affirmative action to end the work stoppage.

## **ARTICLE III**

### MANAGEMENT RIGHTS

It is expressly understood and agreed that the Board retains all functions rights, powers, and authority of the Board, which are not specifically limited by the expressed language of this Agreement.

## ARTICLE IV

### UNION RIGHTS

- A. **PERSONAL ARTICLES** - The Superintendent shall not remove or have removed any personal article from the teacher's classroom without prior notification to the teacher.
- B. **LUNCH** - With the knowledge of the Superintendent, teachers and support staff may leave the building during their duty-free portion of the lunch period.
- C. **FAIR SHARE**
1. Employees covered by this contract who are not members of the Union shall pay to the Union a fair share fee for services rendered.
  2. On August 20th or as soon as possible thereafter of each of year that this Contract is in effect, the Union shall certify to the Board, as required under the IELRA, an amount not to exceed the dues uniformly required of members which shall constitute each non-member employee's fair share fee.
  3. In the event that the non-member employee does not pay his/her fair share fee directly to the Union by September 1 of each year, then the Union shall notify the Board of such non-payment and thereafter the Board shall deduct the fair share fee from the wages of the non-member employee in the same manner as Union dues are deducted.
  4. If any non-member employee objects to the payment of fair share fees, he/she may appeal as provided by the IELRA and the regulations adopted by the Illinois Educational Labor Relations Board.
  5. In the event of any legal action brought against the Board in court or administrative agency because of its compliance with this Article, the Union shall defend, indemnify, and hold harmless the Board, its members, officers, and agents from any liability for such damages, attorney's fees, 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.
- D. **BUILDING USAGE** - The Federation shall have the right upon approval of the Superintendent to use the school building, at no charge, for local union meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or co-curricular programs. All meeting areas shall be approved by the Superintendent. Whenever special custodial service is required, the board may make reasonable charge for this service. If the Federation seeks the use of building space for other purposes, rental shall be charged per established rates. Use of a designated bulletin board for Federation information will also be granted.
- E. **PROTOCOL** - The Federation and Board/Superintendent agree that neither party nor their agents shall

criticize the other in the presence of students.

- F. **BOARD INFORMATION.** The Board shall provide the Union President with one (1) copy of the following as soon as they are available:
- Board Agenda
  - Minutes of the Board Meetings after they have been officially approved
  - Monthly budget summaries upon request
  - Board policy manual
  - Annual auditor's report and Management letter upon request
  - Current fiscal year budget upon request
  - Board scattergram used for negotiations upon request
  - Current insurance premiums upon request
- G. **PUBLIC INFORMATION.** Upon one (1) week advanced written notice to the Superintendent, the Union President shall be provided one (1) copy of the readily available, pertinent public information. However, nothing herein shall require the Board and/or Superintendent to research and/or assemble said information.
- H. **PERSONNEL FILE.** Upon 48 hours advanced written notice to the Superintendent, a teacher shall have the right to examine the contents of his/her personnel file with the exception of those materials exempted by statute. Said review shall take place during the regular hours established for the central office and at a time acceptable to the Superintendent. The Superintendent shall be present during the review. The teacher shall have the right to respond in writing to any materials in the file, and his/her response shall be attached to the file copy. Upon request the teacher may receive a maximum of one (1) copy per year of the non-confidential materials contained in the personnel file.
- I. **CLASSROOM ANNOUNCEMENTS.** A certain time will be set aside for the necessary and general announcements. It is understood neither the teachers nor the Superintendent will interrupt classroom functions except in an emergency.
- J. **FEDERATION ANNOUNCEMENTS.** If requested, the Union shall be allowed time to make announcements and give brief reports at all faculty meetings and on institute days at Monroe School. It is understood the Union will be allocated five (5) to ten (10) minutes at the end of said meetings.
- K. **SUPERINTENDENT MEETINGS.** The Superintendent shall meet as needed with representatives of the Union to discuss matters relating to the implementation of this Agreement.
- L. **GRIEVANCE PROCEDURES.** See Appendix F.

## ARTICLE V

### NEGOTIATIONS PROCEDURES

- A. Good faith, for the purpose of this Agreement, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counterproposals in an effort to reach an agreement. It does not imply acquiescence or concession to either party's demands either in whole or in part. Each party shall select its own representatives not to exceed six (6) in number at any given session.
- B. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and to seek tentative agreements. Tentative agreements shall be reduced in writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Federation for ratification and subsequently to the Board for adoption.
- C. Negotiations for a successor agreement shall begin no sooner than April 1 and no later than June 1 of the year this contract terminates. All items proposed for negotiations shall be presented in writing by the Federation at the first session and thereafter shall not be expanded.
- D. Bargaining sessions shall be closed. Dates of meetings shall be determined by mutual agreement. Meetings shall generally last two (2) hours, except that either party may adjourn a meeting earlier if no progress is being made toward settlement. The parties may mutually agree to extend a meeting.
- E. If agreement is not reached on all items 45 days prior to the start of the next school year, either party may declare to the other that an impasse exists, and call for the service of a mediator. Services of the Federal Mediation and Conciliation Services will be used in cases of impasse.
- F. It is expressly understood and agreed that all functions, rights, powers and authority of the administration of the School District and the Board of Education which are not specifically limited by the expressed language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- G. At the first meeting for negotiations, ground rules shall be established.

## ARTICLE VI

### EFFECT OF AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto which may be altered, changed, added to, deleted from, or modified only through written, voluntary, and mutual consent of the parties in an amendment hereto. The Federation agrees that all other negotiable items have been discussed during the bargaining leading to the Agreement, and agrees that negotiations will not have to be re-opened on any items, whether contained in this Agreement or not, nor will negotiations be re-opened on the effect of any permissible management action, during the life of this Agreement. The operation of schools and the direction of staff are vested exclusively in the School Board.
- B. The Federation agrees that during the effective dates of this Agreement, it or its members will not take any concerted activity against the Board, individual Board members, or its representatives.
- C. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then the article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.
- D. This Agreement shall become effective on July 1, 2006 and shall continue in effect until June 30, 2009. When either party executes written notification to the other party prior to June 1, of the year the contract terminates that it wishes to renegotiate the Agreement. The Board shall meet with the Federation no later than June 1, to receive the Federation's proposal and negotiations shall continue in an effort to reach an Agreement.

## CERTIFIED STAFF

### ARTICLE VII

#### TEACHER COMPENSATION

A. SHELTER TEACHER RETIREMENT CONTRIBUTIONS - From the established salary schedule, according to authority granted by the Pension Reform Act of 1974, Section 414 (h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System on behalf of each teacher, 9.4% of earnings reflected for each teacher and .84% of earnings as required effective July 1, 1995, and will shelter said amounts for tax purposes. The Board will continue to pay the TRS from future established compensation schedules, on behalf of each teacher 9.4% of the teacher's respective gross scheduled earnings and .84% of earnings as required by TRS. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

Example:	\$33,358.00	Gross Salary Schedule Amount
	3,135.65	Board Contribution to TRS (based on 9.4%)
	280.21	Board Contribution to THIS (based on .84%)
	29,942.14	Net Taxable Income

- B. INSURANCE - The Board shall provide, upon approval of the insurance carrier the following:
- Full-Time Teacher - The Board agrees to pay insurance premiums for each full-time teacher in accordance with Appendix A. The Board agrees to pay in full the premium for a \$20,000 life insurance for each full-time employee.
  - Part-time Teacher – In order to qualify for insurance benefits, the teacher must meet Board approved and Carrier approved work hours per week for school term.
- C. TUITION REIMBURSEMENT - The Board agrees to pay tuition costs not to exceed \$140 per semester hour for courses/workshops that ARE NOT part of an approved program. The Board agrees to pay tuition costs not to exceed the published ISU rate per semester hour for courses/workshops that ARE part of an approved program. Reimbursement will be granted if the following criteria are met.
1. All courses must first approved by the Superintendent. It is the policy of the Board to reimburse teachers for courses/workshops which, in the opinion of the Superintendent, will improve their competency in their education field. A "Request for Course/Workshop Approval" form must be submitted within a two-week period from the first scheduled day of the course/workshop.
  2. A grade of "B" or better in undergraduate or graduate level courses/workshops is required for tuition reimbursement. Payment will not be made until the teacher has submitted course grade slip.

3. Payment will not be made until the teacher has submitted tuition payment receipts.
4. A teacher enrolled in a graduate program and requesting reimbursement must teach a full semester after completion of the course before tuition is reimbursed. Other coursework will be reimbursed upon completion of the course and submission of appropriate documents.
5. The Board will pay for no more than twelve (12) semester hours of coursework per calendar year (January – December).
6. Movement across columns on Salary Schedule shall be applied when the teacher presents evidence of earned academic credit. Hours may be applied only one (1) time (at the start of the school year). Only hours earned after last movement across columns will be considered for new movement.

D. MILEAGE - Teachers who are required by the administration to use their vehicles for authorized school activities excluding co-curricular activities will be reimbursed at the current IRS allowable rate per mile for all administrator-approved mileage.

E. PAY SCHEDULES - See Appendix B - Teachers shall be paid twice a month on a ten (10) or twelve (12) month basis.

F. INTERNAL SUBSTITUTES - When substitutes cannot be obtained for special teachers, regular classroom teachers will be paid 1/8 of the daily scheduled substitute pay for each class period they cover for the special teacher. The parties understand that the classroom teacher may qualify for the stipend if he/she presents the special teacher's subject matter to the respective students.

G. RETIREMENT INCENTIVE – See Appendix D.

## ARTICLE VIII

### LEAVES

#### A. SICK LEAVE

1. Each teacher shall be granted thirteen (13) days sick leave per year to be used for personal illness, serious illness or death in the immediate family as defined in 105 ILSC 5/24-6. If the teacher does not use the full amount of annual leave allowed, the unused days shall accumulate to a maximum of 360 days.
2. One sick day annually may be used as a “bereavement day” when to mourn the loss of a person who is not recognized as an immediate family member of the employee.
3. Monroe oversees a Sick Leave Bank. Each employee will determine between August 30 and September 15 whether to contribute a day to the bank. Only contributing members will be allowed to withdraw from the bank.
4. A four (4) Member Committee shall be established to oversee the Bank and shall be comprised of two (2) members from the Federation, one Board member and the Superintendent. The Committee shall establish guidelines for the use of the days contributed to the Bank. These guidelines shall be approved by the Board. Sick Bank days shall not be limited in the accumulation of days. Once days are at zero, no new days are to be credited until the start of the next school year or the approval of new contract.
5. Teachers shall be notified in writing not later than the first pay date in September of the current number of sick days they have accumulated.

#### B. LEAVES OF ABSENCE

1. Leaves of absence may be granted without pay to tenured teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity upon termination of said leave. Said leave shall not be counted as teaching experience on the salary schedule. A letter of intent to return from leave of absence must be filed with the Superintendent thirty (30) calendar days prior to the end of said leave. A failure to provide said notification will be considered as having terminated contractual service.
2. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

3. Written request for leaves of absence without pay should be made at least two (2) months before leave is desired, subject to the approval by the Board.
4. Dates of departure and return must be acceptable to the Superintendent and determined prior to initiating the request.
5. Leaves of less than one (1) month, if acceptable to and approved by the Board, will not require two (2) months' notice.
6. Subject to the approval of the insurance carrier, the teacher may remain in the District's group insurance plans by making timely premium payments to the District's business office.

### C. PERSONAL LEAVE

1. Two days of personal leave per school year is allowed without loss of pay, provided that no personal leave be granted at the following times:
  - The day before or after a school holiday, vacation period or institute day unless given prior approval from the Superintendent.
  - Parent/Teacher conference days.
2. The following will be used to determine the number of teacher which can request personal leave throughout the school year. The days below exclude institute days and refer to student attendance days.
  - No teachers will be allowed to use personal leave on the first five or last five days of school.
  - Only one teacher in the building will be allowed to take personal leave within the last 6-10 days of school.
  - Only two teachers will be allowed to take personal leave the last 11-20 days of school.
  - No more than three teachers will be granted personal leave on the remaining school days.
3. No reason for personal leave need be given.
4. Unused personal leave days will be accumulated as sick leave.
5. Requests for personal leave day shall be presented in writing to the Superintendent at least two (2) working days prior to the requested personal day, unless an emergency arises.
6. If an additional personal day is needed for emergency reasons, as approved by the Superintendent, the teacher will automatically pay for the additional day at the sub pay rate. This circumstance is not to exceed once per school year.

#### D. CHILD REARING LEAVE

1. A tenured teacher shall be granted a child rearing leave without pay and not to exceed one (1) calendar year in duration.
2. The teacher shall notify the Superintendent in writing of the date that the leave will begin at least two (2) months prior to such date. The leave shall terminate immediately prior to the beginning of a new school term or semester. Dates of departure and return must be specified in writing at the time the request is initiated. The Superintendent may waive any of the above conditions and such waiver shall be non-precedent setting.
3. Nothing in this section shall prohibit a teacher from utilizing accrued sick leave during any period of disability prior to the beginning of such leave.
4. Credit on the salary schedule for a full year of service shall be granted if the teacher has been employed at least ninety (90) days during the school term the leave began. Subject to the approval of the insurance carrier, the teacher may remain in the District's group insurance plan by making timely premium payments to the District's business office.

#### E. PROFESSIONAL COURTESY LEAVE

1. Professional Courtesy Leave is defined as permission to leave the school as soon as his/her students are dismissed.
2. If the need arises, a teacher shall notify the Administration that he/she will be using a professional courtesy leave.
3. It is further understood said leave will not be allowed on those days that faculty meetings are scheduled or Parent/Teacher conferences are held.

## ARTICLE IX

### WORKING CONDITIONS

A. SCHOOL YEAR - The teacher contract shall consist of not more than a maximum of one hundred eighty (180) teacher responsibility days.

B. SCHOOL DAY - The beginning and ending times of the school day shall be established by the Board. The normal school day shall not exceed (7 1/2 hours including lunch period) except that teacher shall be required to remain for:

1. Parent/Teacher and/or Student/Teacher conferences, open houses, or meetings.
2. Teacher meetings.
3. Cases of emergency that affect the health, safety, or well being of students.

### C. ASSIGNMENT

1. A job assignment is defined as one's teaching responsibility, with regard to a grade level and/or subject area of certification.
2. A teacher may request in writing to be assigned or not to be assigned to any position. Such applications shall be submitted to the Superintendent or his/her designee, stating the reasons therefore.
3. The Superintendent will first attempt to fill co-curricular positions by assigning present certified staff on a voluntary basis and then on an involuntary basis if no other individual can be obtained. A list of openings will be posted in the staff lounge. If the Superintendent is unable to fill the position with certified personnel from District #70 who have applied, the Superintendent may then recommend for employment individuals from outside the bargaining unit. If outside-qualified individuals are unavailable, involuntary assignments may be made by the Superintendent. See Appendix C for co-curricular pay rates.

### D. TRANSFERS

1. A transfer is defined as a change in position from one subject of certification to another or from one grade level to another.
2. Teachers shall be notified in writing, by the last day of school, of any change in assignment from the current year. The Superintendent shall also communicate to the union President the estimated sections at each grade level for the upcoming year. If, over the course of the summer, the increase or decrease in enrollment at a grade level or multiple grade levels causes the number of sections at a grade level to change, the Superintendent may rearrange a teacher's assignment to meet the educational needs of the new enrollment projections. In such situations, any changes in the teacher's assignment shall be communicated to the teacher by the first Monday in August.

3. Involuntary transfers will be made on the basis of qualifications, best educational interest of the District, and seniority will be used as a tie breaker when individuals are considered equally qualified.

E. SENIORITY - For the purpose of determining the ranking of years of service with the district, the Board will establish a seniority list. Teachers will automatically be placed on the list. A clarification of seniority follows:

- A part-time teacher will accumulate seniority at the fractional part of a year as determined by the fractional part of the teaching day.
- In the case of a teacher who resigns and comes back, seniority will accumulate from the date of the latest employment.
- The ranking of seniority on the seniority list will be from the teacher with the highest number of years of service in the school district to the teacher with the lowest; with the teacher with the highest amount of service having the greatest seniority and the teacher with the lowest number of years of service having the least seniority.
- The board will update the seniority list to reflect any additions or deletions of personnel caused by retirement, death, resignation or other cessation of services, or new employees.
- The Board will update the seniority list on or before February 1 of each year. Upon request, a copy of each seniority list and a subsequent undated list will be given to the Union President, and a copy will be posted in the Superintendent's office.
- In cases of bumping or reduction of staff, seniority will apply. Seniority on the list overrides seniority in a teaching position. If, in all cases listed above, two employees have equal seniority, the Superintendent will make the final decision.
- A teacher on an unpaid leave of absence will receive a full year's seniority, if he/she worked at least 120 days during the school year. If a teacher works at least 80 days or one semester but less than 120 days in a school year, the teacher will earn one-half (1/2) year of seniority. Part-time teachers on an unpaid leave are subject to provisions above.

## F. VACANCIES

1. A vacancy is defined as an open position resulting from a resignation, termination from employment, or a new job classification for a position within the bargaining unit.
2. The Superintendent will post a notice of vacancies as they occur, as well as provide the Federation President with a copy of the vacancy notices. Except in the case of an emergency, no vacancy shall be filled until such vacancy shall have been posted for at least five (5) calendar days. During summer vacation, any vacancy notices will be sent to teachers. A teacher applying for a vacancy shall be interviewed for the position. Teachers applying for such vacancies, and not appointed, shall be notified in writing.

G. CLASSROOM ALLOWANCE - Teachers shall receive a yearly classroom allowance of \$75 per room.

## ARTICLE X

### EVALUATION

- A. An instrument developed by the Board in agreement with the Federation will be used for evaluation of the Teachers in District #70. Until such instrument is completed, the current procedure will remain in effect. A committee of teachers, working with the Superintendent, will revise the current instrument.
- B. No formal evaluation shall take place until the building principal or evaluator acquaints each teacher under his/her supervision with the evaluation procedures, instruments, criteria/standards, and job description for evaluation. The principal or evaluator shall advise each teacher who shall observe and evaluate the teacher's performance.
- C. Each evaluation shall be preceded by a pre-evaluation conference, between the "qualified" evaluator and teacher to be evaluated that shall include a review of criteria/standards, job description, evaluation instrument and expectations of the parties, as well as agreement on the week and time of observation.
- D. A formal classroom evaluation shall be defined as one involving a classroom visitation of approximately thirty (30) minutes, but not less than twenty (20) minutes, and a conference shall be scheduled within seven (7) days of the visitation.
- E. The evaluator shall formally evaluate each teacher in writing, using the evaluation instrument. All formal evaluations shall be done with the full knowledge of the teacher.
- F. Non-tenured teachers shall be formally evaluated at least twice each year. Tenured teachers shall, if determined by the administration to be necessary, be formally evaluated at least once each year.
- G. The evaluator shall provide the teacher with constructive assistance to improve the quality of instruction as well as a written statement of deficiencies. The evaluator shall specify the teacher's strengths and weaknesses, with supporting reasons for the comments made.
- H. The teacher shall sign copies of the written evaluation and receive a copy of said evaluation. If the teacher feels that his/her formal evaluation is incomplete, inaccurate or unjust, he/she may put his/her response in writing within three (3) school days following the post-evaluation conference. The response shall be attached to the evaluation report to be placed in the teacher's official personnel file. The administration may utilize informal observations and other first hand evaluative criteria for considering the competency of any teacher. The administration shall acquaint each teacher under his/her supervision with the guidelines and standards of such observations. Any informal observations which are used to evaluate the teacher shall be reduced to writing and shall be discussed with the teacher prior to being placed in the teacher's personnel file. If the teacher feels that the informal observation is incomplete, inaccurate or unjust, he/she may put his/her response in writing. The response shall be attached to the informal observation to be placed in the official personnel file.
- I. Any grievance filed relative to this Article shall be limited to violations of the procedures outlined in this Article.

## **SUPPORT STAFF**

### **ARTICLE XI**

#### **WORKING CONDITIONS/BENEFITS**

##### **A. GENERAL CONDITIONS**

1. All full-time positions (Clerical, Maintenance Worker, Lead Maintenance Worker) within each classification shall have the job described by:
  - a. Days worked per year
  - b. Hours worked per day
  - c. Wage rates
  - d. Insurance benefits, if any
  - e. Special conditions, i.e. vacations and holidays
  
2. Part-time positions will be filled as needed; however, wage rates will be prorated and work day and work year will be bargained in good faith prior to employment. Other benefits will be provided only if specified in this Agreement.
  
3. The creation of any additional job classifications shall not be imposed during the term of this Agreement unless bargained in good faith with the Union.
  
4. Holidays – 260-day employees (Maintenance Manager, Second Shift Maintenance Worker, Clerical) receive the paid holidays listed below when the day is celebrated as a school holiday in Monroe’s approved calendar (school is not in session). Other support staff employees receive the holidays listed below when the day falls within the employee’s regular work year. When a listed holiday falls on a weekend (Jan. 1, July 4 or Dec. 25), an alternate holiday date will be designated or a vacation day (260-day employee) will be granted for a mutually agreeable date.
  - a. July 4 (or an alternate date when falling on weekend)
  - b. Labor Day
  - c. Columbus Day
  - d. Veteran's Day (if celebrated in Monroe’s calendar)
  - e. Thanksgiving Day
  - f. Day after Thanksgiving
  - g. December 25 (or an alternate date when falling on weekend)
  - h. January 1 (or an alternate date when falling on weekend)
  - i. Martin Luther King's Birthday (if celebrated in Monroe’s calendar)
  - j. Lincoln's Birthday or Presidents’ Day (if celebrated in Monroe’s calendar)
  - k. Casimir Pulaski Day (if celebrated in Monroe’s calendar)
  - l. Good Friday
  - m. Memorial Day

5. Reimbursement for approved school-related travel will be paid at prevailing Internal Revenue Service rates.
6. In order to qualify for Board paid insurance benefits, the employee must meet Board approved and Carrier approved work hours per week for a minimum of 160 days a year. The Board agrees to pay insurance premiums for full-time employees in accordance with Appendix A.
7. In addition, the Board agrees to pay in full the premium for a \$20,000 life insurance for each employee who meets Board approved and Carrier approved work hours per week for a minimum of 160 days a year.
8. Benefits for permanent employees across work classifications will be pro-rated based on proportionate hours worked using 8 hours as work base hours.
9. Each support staff employee will be allocated \$150 per year for continuing education/professional development for attendance at a workshop or other professional development activity. In the case of a support staff employee who wishes to take coursework for college credit, the Board agrees to pay tuition costs, not to exceed 3 semester hours per calendar year, at the published ICC rate per semester hour for courses.

Reimbursement for course/workshops will be granted if the following criteria are met.

- A "Request for Course/Workshop Approval" form must be submitted within a two-week period from the first scheduled day of the course.
- A grade of "B" or better in the course is required for tuition reimbursement. Payment will not be made until the support staff employee has submitted course grade slip.
- Payment will not be made until the support staff employee has submitted tuition payment receipts.

10. RETIREMENT INCENTIVE - See Appendix D.

#### B. MAINTENANCE MANAGER AND SECOND SHIFT MAINTENANCE WORKER

1. Days per year - 260 days
2. Hours per day - 8 hours per day for Maintenance Manager excluding lunch. Second Shift Maintenance Worker shall work a minimum of 7 hours per day on school days (176 days) and 8 hours per day on non-school days (84 days) excluding lunch.
3. Wage rates - See Appendix E.

4. Insurance - See Article XI, A, 6 & 7 and Appendix A.
5. Vacation - Full-time employees will be credited vacation days on the anniversary of their hire date.
  - a. Less than one year - none
  - b. 1 year but less than 5 years - 10 days
  - c. 5 years or more - 15 days

Holidays – As listed in Article XI, A, 4.

#### C. MAINTENANCE WORKER

1. Days per year - 176 days
2. Hours per day - 3.5
3. Wage rates - See Appendix E.
4. Insurance - See Article XI, A, 6 & 7 and Appendix A.
5. Holidays – As listed in Article XI, A, 4 (except July 4)

#### D. CLERICAL

1. Days per year - 260 days
2. Hours per day - 8 hours per day excluding lunch during the school year (176 days) and 6 hours per day excluding lunch on non-school days (84 days)
3. Wage rates - See Appendix E.
4. Insurance - See Article XI, A, 6 & 7 and Appendix A..
5. Vacation - Full-time employees will be credited vacation days on the anniversary of their hire date.
  - a. Less than one year - none
  - b. 1 year but less than 5 years - 10 days
  - c. 5 years or more - 15 days

Holidays – As listed in Article XI, A, 4.

## E. CAFETERIA

1. Days per year - Regular serving days plus four (4) days to be designated prior to and/or following regular serving days. In addition, the Cafeteria manager may request workers to participate in activities on days designated as School Improvement Days.
2. Hours per day -
 

- Cafeteria Manager/Head Cook	8 hours
- Cafeteria Manager	6.5 hours
- Head Cook	5.5 hours
- General Cook	5 hours
- Kitchen Helper	2.5 hours
- Kitchen Helper II	2 hours
3. Wage rates - See Appendix E.
4. Insurance - See Article XI, A, 6 & 7 and Appendix A.
5. Holidays – As listed in Article XI, A, 4.

## F. LIBRARY ASSISTANT

1. Days per year - regular school days plus three (3) days to be used at the discretion of the Superintendent prior to first day of attendance and/or following the last day of attendance.
2. Hours per day – 6.25 hours per day of attendance
3. Wage rates - See Appendix E.
4. Insurance - See Article XI, A, 6 & 7 and Appendix A.
5. Holidays – As listed in Article XI, A, 4.

## G. AIDE

1. Days per year – Same attendance days as teachers (180 days)
2. Hours per day - 7.5 hours per day of attendance (including lunch)
3. Wage rates - See Appendix E.
4. Insurance - See Article XII, A, 6 & 7 and Appendix A.

5. Holidays – No paid holidays provided as a salaried employee.

## ARTICLE XII

### LEAVES OF ABSENCE

#### A. SICK LEAVE

1. The Board will grant (13) sick days per year to each full-time employee.
2. One sick day annually may be used as a “bereavement day” when to mourn the loss of a person who is not recognized as an immediate family member of the employee.
3. Monroe oversees a Sick Leave Bank. Each employee will determine between August 30 and September 15 whether to contribute a day to the bank. Only contributing members will be allowed to withdraw from the bank.
4. A four (4) Member Committee shall be established to oversee the Bank and shall be comprised of two (2) members from the Federation, one Board member and the Superintendent. The Committee shall establish guidelines for the use of the days contributed to the Bank. These guidelines shall be approved by the Board. Sick Bank days shall not be limited in the accumulation of days. Once days are at zero, no new days are to be credited until the start of the next school year or the approval of new contract.
5. Unused sick leave shall accumulate to a maximum of 221 days.
6. Sick leave shall be granted for personal illness, illness or death in the immediate family or household. Immediate family shall include parent, spouse, brothers, sisters, children, grandparents, grandchildren, parents/brothers/sisters-in-law, and legal guardians.

#### B. PERSONAL LEAVE

1. Two (2) days personal leave per year shall be granted to each full-time employee. Employees scheduled to work 260 days shall be granted an additional personal leave day. No more than two employees per day with no more than one employee per work classification (cafeteria, clerical, maintenance) may take personal leave on a given day.
2. Personal leave shall not be used on days before or after holidays, or during the first or last week of school except in an emergency or in extenuating circumstances with the Superintendent's approval.
3. Application for personal leave shall be made to the Superintendent at least two (2) working days prior to commencing the leave except in an emergency or in extenuating circumstances with the Superintendent's approval.
4. Unused personal leave days shall be added to unused sick leave days cumulative to 221 days.

### C. CHILD REARING LEAVE

1. Upon written request from full-time employees with at least two (2) years of continuous service the Board shall grant an unpaid leave of absence. Such leave shall not be for more than one (1) calendar year in accordance with the following conditions:
2. Written requests for child-rearing leaves of absence without pay shall be made at least two (2) months before the leave is desired, subject to approval by the Board.
3. Dates of departure and return must be acceptable to the Superintendent and determined prior to initiating the request.
4. Subject to approval by the insurance carrier, employees on such leave may continue insurance benefits if they reimburse the District on a monthly basis for the costs of benefit they desire to maintain during approved leave.
5. The length of the child rearing leave shall not exceed one (1) calendar year, including the usage of sick leave days, if any.
6. Person(s) hired to fill any position created by an approved leave of absence are considered temporary employees of the district. Subcontracting may be used to fill such temporary positions.
7. Additional seniority will not accrue during such leave nor will present seniority be lost.

## ARTICLE XIII

### JOB SECURITY

- A. **EMPLOYEE RIGHT TO TRANSFER** - A request to transfer to another assignment shall be considered when the requested position becomes available.
- B. **POSTING OF JOB OPENING** - The Superintendent shall post and shall send to the Union a notice of all position vacancies in the bargaining unit once a vacancy occurs. Such vacancy notices shall be accompanied by a statement of minimum qualifications and salary range. No vacancy except in case of emergency shall be filled until such vacancy has been posted for at least five (5) days.
- C. **SENIORITY AND LAYOFF**
1. District seniority in a job classification is defined as the length of continuous non-probationary service in the job classification.
  2. **NOTIFICATION**
    - After January 15 of each school year, the Superintendent shall furnish a District seniority list to the Union upon request.
    - A District seniority list shall show the names of all employees in the District in order of their continuous service in their classification.
    - Seniority lists shall be posted by February 1 and employees will have thirty (30) days to show proof of additional qualifications.
  3. If the Board decreases the number of positions in a classification by layoff, probationary employees will be laid off first. If it is necessary to reduce non-probationary employees in any job classification, then non-probationary employees will be laid off on the basis of seniority within the classification. Recall shall be made in the reverse order of layoff.
  4. If the Board decreases the number of positions in a classification by layoff, probationary employees will be laid off first. If it is necessary to reduce non-probationary employees in any job classification, then non-probationary employees will be laid off on the basis of seniority within the classification. Recall shall be made in the reverse order of layoff.
  5. The order of layoff with respect to bargaining unit employees within each job classification shall be as follows:

Maintenance worker

- 1st : Maintenance worker with next least seniority, etc.
- 2nd: Maintenance worker with next least seniority, etc.

Last: Maintenance Manager

Clerical - In order of seniority

Cafeteria

1st: Kitchen Helper II with least seniority, etc.

2<sup>nd</sup>: Kitchen Helper with least seniority, etc.

3rd: General Cook with least seniority, etc.

4th: Head Cook

5th: Cafeteria Manager

Last: Cafeteria Manager/Head Cook

6. PROBATION - Employees will be considered as probationary until forty-five (45) days from the date of employment. Upon successful completion of the probationary period, seniority shall be retroactive to date of employment.
7. DISCIPLINE - No non-probationary employees may be dismissed except for just cause.
8. JOB CLASSIFICATION - For the purposes of this Agreement, the following job classifications will be utilized: Aide, Clerical, Library Assistant, Cafeteria Manager/Head Cook, Cafeteria Manager, Head Cook, General Cook, Kitchen Helper, Kitchen Helper II, Maintenance Manager, Lead Maintenance Worker, and Maintenance Worker.
9. PROMOTION
  - a. Permanent - Should a position become vacant, qualified employees will be given first consideration. If employees are relatively equal in qualifications, then seniority will govern.
  - b. Temporary - When filling a short-term vacancy, if an employee works at a higher classification, for fifteen (15) continuous working days, the hourly rate for that higher classification will take effect on the 16th day.

**ARTICLE XIV****SUBCONTRACTING**

LIMITATIONS - The Board agrees that during the term of this Agreement no work being performed by bargaining unit employees as of the date of this Agreement will be subcontracted to a private vendor/contractor providing the same or similar services performed by bargaining unit members, i.e. food service, custodial service, etc. This Agreement does not prevent the employer from contracting for the administration and management of services, nor from investigating, researching, or soliciting bids from vendors/contractors providing such services. Subcontracting does not mean work performed by other District employees not in the bargaining unit.

**ARTICLE XV****OVERTIME**

- A. For purposes of overtime, the normal workweek shall be forty (40) hours. Any overtime requires the approval of the Superintendent.
- B. Overtime shall be paid at one and one-half times the employee's regular hourly rate of pay or one and one-half times compensatory time may be granted.
- C. Approved overtime performed at a time not immediately following or preceding a regular work shift shall be no less than two (2) hours in paid length.
- D. Any employee on overtime shall be entitled to a paid fifteen (15) minute break within each two (2) hours of overtime worked.

**Appendix A**Monroe School District 70  
Medical and Dental Insurance

Category	% Board Paid
Single	85
Family	75
Employee & Spouse	75
Employee & Child(ren)	75

<p><b>Monroe District #70 2009-10</b></p>	<p align="center"><b>Appendix B(1)</b>   <b>Base Salary \$33,358 .023 Percent Down &amp; Across</b></p>	<p align="center"><b>Fixed Dual Percent Index Salary Schedule Index on Adjacent Cell</b></p>
---	---	--

STEP	B.A.	B.A. + 9	B.A. + 18	M.A./B.A. + 45	M.A. + 15	M.A. + 30
1	33,358	34,126	34,910	35,713	36,535	37,375
2	34,126	34,910	35,713	36,535	37,375	38,235
3	34,910	35,713	36,535	37,375	38,235	39,114
4	35,713	36,535	37,375	38,235	39,114	40,014
5	36,535	37,375	38,235	39,114	40,014	40,934
6	37,375	38,235	39,114	40,014	40,934	41,876
7	38,235	39,114	40,014	40,934	41,876	42,839
8	39,114	40,014	40,934	41,876	42,839	43,824
9	40,014	40,934	41,876	42,839	43,824	44,832
10	40,934	41,876	42,839	43,824	44,832	45,863
11	41,876	42,839	43,824	44,832	45,863	46,918
12	42,839	43,824	44,832	45,863	46,918	47,997
13	43,824	44,832	45,863	46,918	47,997	49,101
14	44,832	45,863	46,918	47,997	49,101	50,230
15	45,863	46,918	47,997	49,101	50,230	51,386
16	46,918	47,997	49,101	50,230	51,386	52,567
17	47,997	49,101	50,230	51,386	52,567	53,776
18		50,230	51,386	52,567	53,776	55,013
19		51,386	52,567	53,776	55,013	56,279
20			53,776	55,013	56,279	57,573
21				56,279	57,573	58,897

<p><b>Monroe District #70 2010-11</b></p>	<p align="center"><b>Appendix B(2)</b>   <b>Base Salary \$33,692 .023 Percent Down &amp; Across</b></p>	<p align="center"><b>Fixed Dual Percent Index Salary Schedule Index on Adjacent Cell</b></p>
---	---	--

STEP	B.A.	B.A. + 9	B.A. + 18	M.A./B.A. + 45	M.A. + 15	M.A. + 30
1	33,692	34,467	35,260	36,071	36,900	37,749
2	34,467	35,260	36,071	36,900	37,749	38,617
3	35,260	36,071	36,900	37,749	38,617	39,505
4	36,071	36,900	37,749	38,617	39,505	40,414
5	36,900	37,749	38,617	39,505	40,414	41,343
6	37,749	38,617	39,505	40,414	41,343	42,294
7	38,617	39,505	40,414	41,343	42,294	43,267
8	39,505	40,414	41,343	42,294	43,267	44,262
9	40,414	41,343	42,294	43,267	44,262	45,280
10	41,343	42,294	43,267	44,262	45,280	46,322
11	42,294	43,267	44,262	45,280	46,322	47,387
12	43,267	44,262	45,280	46,322	47,387	48,477
13	44,262	45,280	46,322	47,387	48,477	49,592
14	45,280	46,322	47,387	48,477	49,592	50,733
15	46,322	47,387	48,477	49,592	50,733	51,899
16	47,387	48,477	49,592	50,733	51,899	53,093
17	48,477	49,592	50,733	51,899	53,093	54,314
18		50,733	51,899	53,093	54,314	55,563
19		51,899	53,093	54,314	55,563	56,841
20			54,314	55,563	56,841	58,149
21			55,563	56,841	58,149	59,486
22				58,149	59,486	60,854

<b>Monroe District #70 2011-12</b>	<b>Appendix B(3)  Base Salary \$34,079 .023 Percent Down &amp; Across</b>	<b>Fixed Dual Percent Index Salary Schedule Index on Adjacent Cell</b>
--	---	--

STEP	B.A.	B.A. + 9	B.A. + 18	M.A./B.A. + 45	M.A. + 15	M.A. + 30
1	34,079	34,863	35,665	36,485	37,324	38,183
2	34,863	35,665	36,485	37,324	38,183	39,061
3	35,665	36,485	37,324	38,183	39,061	39,960
4	36,485	37,324	38,183	39,061	39,960	40,879
5	37,324	38,183	39,061	39,960	40,879	41,819
6	38,183	39,061	39,960	40,879	41,819	42,781
7	39,061	39,960	40,879	41,819	42,781	43,765
8	39,960	40,879	41,819	42,781	43,765	44,771
9	40,879	41,819	42,781	43,765	44,771	45,801
10	41,819	42,781	43,765	44,771	45,801	46,854
11	42,781	43,765	44,771	45,801	46,854	47,932
12	43,765	44,771	45,801	46,854	47,932	49,034
13	44,771	45,801	46,854	47,932	49,034	50,162
14	45,801	46,854	47,932	49,034	50,162	51,316
15	46,854	47,932	49,034	50,162	51,316	52,496
16	47,932	49,034	50,162	51,316	52,496	53,704
17	49,034	50,162	51,316	52,496	53,704	54,939
18		51,316	52,496	53,704	54,939	56,202
19		52,496	53,704	54,939	56,202	57,495
20			54,939	56,202	57,495	58,817
21			56,202	57,495	58,817	60,170
22				58,817	60,170	61,554
23				60,170	61,554	62,970

**Appendix C(1)**

**Monroe Co-curricular Salary Schedule for 2009-10**

2009-2010	Base	\$33,358		\$33,358		\$33,358		\$33,358	
		Multiplier	Years 1-2	plus .006	Years 3-4	plus .007	Years 5-6	plus .008	Years 7+
Baseball	0.025	\$ 834	0.031	\$ 1,034	0.038	\$ 1,268	0.046	\$ 1,534	
Basketball									
Boys 8	0.07	\$ 2,335	0.076	\$ 2,535	0.083	\$ 2,769	0.091	\$ 3,036	
Boys 7	0.07	\$ 2,335	0.076	\$ 2,535	0.083	\$ 2,769	0.091	\$ 3,036	
Girls 8	0.07	\$ 2,335	0.076	\$ 2,535	0.083	\$ 2,769	0.091	\$ 3,036	
Girls 7	0.07	\$ 2,335	0.076	\$ 2,535	0.083	\$ 2,769	0.091	\$ 3,036	
Boys 5-6	0.03	\$ 1,001	0.036	\$ 1,201	0.043	\$ 1,434	0.051	\$ 1,701	
Girls 5-6	0.02	\$ 667	0.026	\$ 867	0.033	\$ 1,101	0.041	\$ 1,368	
Cheerleader									
Girls 5-6	0.045	\$ 1,501	0.051	\$ 1,701	0.058	\$ 1,935	0.066	\$ 2,202	
Girls 7-8	0.045	\$ 1,501	0.051	\$ 1,701	0.058	\$ 1,935	0.066	\$ 2,202	
Scholastic Bowl									
Advisor 1	0.02	\$ 667	0.026	\$ 867	0.033	\$ 1,101	0.041	\$ 1,368	
Advisor 2	0.02	\$ 667	0.026	\$ 867	0.033	\$ 1,101	0.041	\$ 1,368	
Speech/Choral Reading									
Advisor 1	0.025	\$ 834	0.031	\$ 1,034	0.038	\$ 1,268	0.046	\$ 1,534	
Advisor 2	0.025	\$ 834	0.031	\$ 1,034	0.038	\$ 1,268	0.046	\$ 1,534	
Advisor 3	0.025	\$ 834	0.031	\$ 1,034	0.038	\$ 1,268	0.046	\$ 1,534	
Track									
Boys	0.04	\$ 1,334	0.046	\$ 1,534	0.053	\$ 1,768	0.061	\$ 2,035	
Girls	0.04	\$ 1,334	0.046	\$ 1,534	0.053	\$ 1,768	0.061	\$ 2,035	
Volleyball									
Girls 8	0.05	\$ 1,668	0.056	\$ 1,868	0.063	\$ 2,102	0.071	\$ 2,368	
Girls 7	0.05	\$ 1,668	0.056	\$ 1,868	0.063	\$ 2,102	0.071	\$ 2,368	
Student Service Advisor	0.02	\$ 667	0.026	\$ 867	0.033	\$ 1,101	0.041	\$ 1,368	
Yearbook Advisor	0.01	\$ 334	0.016	\$ 534	0.023	\$ 767	0.031	\$ 1,034	

**Appendix C(2)**

**Monroe Co-curricular Salary Schedule for 2010-11**

2010-2011	Base	\$33,692		\$33,692		\$33,692		\$33,692	
		Multiplier	Years 1-2	plus .006	Years 3-4	plus .007	Years 5-6	plus .008	Years 7+
Baseball	0.025	\$ 842	0.031	\$ 1,044	0.038	\$ 1,280	0.046	\$ 1,550	
Basketball									
Boys 8	0.07	\$ 2,358	0.076	\$ 2,561	0.083	\$ 2,796	0.091	\$ 3,066	
Boys 7	0.07	\$ 2,358	0.076	\$ 2,561	0.083	\$ 2,796	0.091	\$ 3,066	
Girls 8	0.07	\$ 2,358	0.076	\$ 2,561	0.083	\$ 2,796	0.091	\$ 3,066	
Girls 7	0.07	\$ 2,358	0.076	\$ 2,561	0.083	\$ 2,796	0.091	\$ 3,066	
Boys 5-6	0.03	\$ 1,011	0.036	\$ 1,213	0.043	\$ 1,449	0.051	\$ 1,718	
Girls 5-6	0.02	\$ 674	0.026	\$ 876	0.033	\$ 1,112	0.041	\$ 1,381	
Cheerleader									
Girls 5-6	0.045	\$ 1,516	0.051	\$ 1,718	0.058	\$ 1,954	0.066	\$ 2,224	
Girls 7-8	0.045	\$ 1,516	0.051	\$ 1,718	0.058	\$ 1,954	0.066	\$ 2,224	
Scholastic Bowl									
Advisor 1	0.02	\$ 674	0.026	\$ 876	0.033	\$ 1,112	0.041	\$ 1,381	
Advisor 2	0.02	\$ 674	0.026	\$ 876	0.033	\$ 1,112	0.041	\$ 1,381	
Speech/Choral Reading									
Advisor 1	0.025	\$ 842	0.031	\$ 1,044	0.038	\$ 1,280	0.046	\$ 1,550	
Advisor 2	0.025	\$ 842	0.031	\$ 1,044	0.038	\$ 1,280	0.046	\$ 1,550	
Advisor 3	0.025	\$ 842	0.031	\$ 1,044	0.038	\$ 1,280	0.046	\$ 1,550	
Track									
Boys	0.04	\$ 1,348	0.046	\$ 1,550	0.053	\$ 1,786	0.061	\$ 2,055	
Girls	0.04	\$ 1,348	0.046	\$ 1,550	0.053	\$ 1,786	0.061	\$ 2,055	
Volleyball									
Girls 8	0.05	\$ 1,685	0.056	\$ 1,887	0.063	\$ 2,123	0.071	\$ 2,392	
Girls 7	0.05	\$ 1,685	0.056	\$ 1,887	0.063	\$ 2,123	0.071	\$ 2,392	
Student Service Advisor	0.02	\$ 674	0.026	\$ 876	0.033	\$ 1,112	0.041	\$ 1,381	
Yearbook Advisor	0.01	\$ 337	0.016	\$ 539	0.023	\$ 775	0.031	\$ 1,044	

**Appendix C(3)**

**Monroe Co-curricular Salary Schedule for 2011-12**

2011-2012	Base	\$34,079		\$34,079		\$34,079		\$34,079	
		Multiplier	Years 1-2	plus .006	Years 3-4	plus .007	Years 5-6	plus .008	Years 7+
Baseball	0.025	\$ 852	0.031	\$ 1,056	0.038	\$ 1,295	0.046	\$ 1,568	
Basketball									
Boys 8	0.07	\$ 2,386	0.076	\$ 2,590	0.083	\$ 2,829	0.091	\$ 3,101	
Boys 7	0.07	\$ 2,386	0.076	\$ 2,590	0.083	\$ 2,829	0.091	\$ 3,101	
Girls 8	0.07	\$ 2,386	0.076	\$ 2,590	0.083	\$ 2,829	0.091	\$ 3,101	
Girls 7	0.07	\$ 2,386	0.076	\$ 2,590	0.083	\$ 2,829	0.091	\$ 3,101	
Boys 5-6	0.03	\$ 1,022	0.036	\$ 1,227	0.043	\$ 1,465	0.051	\$ 1,738	
Girls 5-6	0.02	\$ 682	0.026	\$ 886	0.033	\$ 1,125	0.041	\$ 1,397	
Cheerleader									
Girls 5-6	0.045	\$ 1,534	0.051	\$ 1,738	0.058	\$ 1,977	0.066	\$ 2,249	
Girls 7-8	0.045	\$ 1,534	0.051	\$ 1,738	0.058	\$ 1,977	0.066	\$ 2,249	
Scholastic Bowl									
Advisor 1	0.02	\$ 682	0.026	\$ 886	0.033	\$ 1,125	0.041	\$ 1,397	
Advisor 2	0.02	\$ 682	0.026	\$ 886	0.033	\$ 1,125	0.041	\$ 1,397	
Speech/Choral Reading									
Advisor 1	0.025	\$ 852	0.031	\$ 1,056	0.038	\$ 1,295	0.046	\$ 1,568	
Advisor 2	0.025	\$ 852	0.031	\$ 1,056	0.038	\$ 1,295	0.046	\$ 1,568	
Advisor 3	0.025	\$ 852	0.031	\$ 1,056	0.038	\$ 1,295	0.046	\$ 1,568	
Track									
Boys	0.04	\$ 1,363	0.046	\$ 1,568	0.053	\$ 1,806	0.061	\$ 2,079	
Girls	0.04	\$ 1,363	0.046	\$ 1,568	0.053	\$ 1,806	0.061	\$ 2,079	
Volleyball									
Girls 8	0.05	\$ 1,704	0.056	\$ 1,908	0.063	\$ 2,147	0.071	\$ 2,420	
Girls 7	0.05	\$ 1,704	0.056	\$ 1,908	0.063	\$ 2,147	0.071	\$ 2,420	
Student Service Advisor	0.02	\$ 682	0.026	\$ 886	0.033	\$ 1,125	0.041	\$ 1,397	
Yearbook Advisor	0.01	\$ 341	0.016	\$ 545	0.023	\$ 784	0.031	\$ 1,056	

## **Appendix D(1)**

### **Retirement Incentive For Certified Employees**

Full-time teachers who have rendered 10 continuous years of creditable service to the District who elect to retire from the District are eligible to participate in the following retirement incentive.

#### **Notice of Retirement:**

1. If an Employee gives the Board an irrevocable notice of retirement by March 15 (August 15, 2009 for the first year of this agreement) three full years prior to the year that an Employee is first eligible to retire without an Early Retirement penalty cost to the Employer, the Board shall pay him/her a six percent (6%) over the previous year's salary. This increase will be granted for each of his/her remaining three years of service. (The increase will be exclusive of any other negotiated salary increase.)
2. If an Employee gives the Board an irrevocable notice of retirement by March 15 two full years prior to the year that an Employee is first eligible to retire without an Early Retirement penalty cost to the Employer, the Board shall pay him/her a six percent (6%) over the previous year's salary. This increase will be granted for final two years of service. (The increase will be exclusive of any other negotiated salary increase.)
3. If an Employee gives the Board an irrevocable notice of retirement by March 15 one full year prior to the year that an Employee is first eligible to retire without an Early Retirement penalty cost to the Employer, the Board shall pay him/her a six percent (6%) over the previous year's salary. This increase will be granted for final remaining year of service. (The increase will be exclusive of any other negotiated salary increase.)

#### **Calculation of Retirement Incentive:**

1. Once an Employee submits an irrevocable notice of retirement by March 15 (August 15, 2009 for the first year of this agreement), all calculations for salary increases will be based on the Teachers' Retirement System creditable earnings in the year in which the submission of the irrevocable notice of retirement is received. Once the Employee submits an irrevocable notice of retirement, in no case will the Employee's TRS creditable earnings increase more than six percent of the previous year.
2. If, after submitting an irrevocable notice of retirement, the Employee assumes additional responsibilities, the retirement incentive for that Employee shall be recalculated and so that the increase in an Employee's total salary from the previous year does not exceed six percent (6%).
3. In the event that the teacher's personal life situation is altered by a catastrophic or other extraordinary event causing him/her to reach the designated retirement date unable to retire with full benefits and, therefore, giving rise to an ERO penalty, the teacher may, anytime prior to the first day of March 1, 2011, immediately preceding the scheduled retirement, give the District notice that he/she chooses

not to retire. The teacher shall then reimburse the District all monies paid as a retirement incentive (which shall be the difference between a 6% raise and what the teachers' increase in an applicable year would have been without the retirement incentive). The teacher may reimburse the District in lump sum or, at his/her election, have the monies deducted from paychecks over the course of the school year immediately following the notice of intent not to resign. Nothing in this agreement allows the teacher to invoke ERO if such a situation above alters his/her situation, nor does it prohibit the teacher from electing to retire, in the event of a catastrophic event, by selecting to take a discounted retirement annuity from TRS.

**Retirement Eligibility Verification:**

To be eligible, an Employee must request a "Personal Statement of Benefits" and a "Benefit Estimate" from TRS as confirmation of total years of service, and submit the statements with his/her irrevocable notice of retirement.

**Continuation of Plan:**

The Board reserves the right to review and modify or terminate the foregoing incentive upon expiration of this Agreement, subject to the requirements of the Illinois Educational Labor Relations Act and to deny the foregoing benefits to those who have not applied for regular retirement in that this provision creates no vested right to benefits.

## APPENDIX D(2)

### Retirement Incentive For Educational Support Personnel

#### **Retirement Incentive Benefit Plan:**

The Board will recognize the service of support personnel who have rendered at least ten (10) continuous years of creditable service to the District immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through Illinois Municipal Retirement Fund (IMRF).

#### **Eligibility and Notice:**

1. To be eligible the support personnel employee must have served satisfactorily in the district for a minimum of ten (10) continuous years immediately preceding his/her retirement, and be eligible to receive regular retirement benefits under IMRF.
2. The support personnel employee shall provide written notice by one year prior to the 15th day of the March of their final year of service. The Board shall approve the request and notify the support personnel employee within sixty (60) days of the receipt of the notice to retire provided that all conditions of this section are met.
3. The support personnel employee's notice to the Board and the Board's subsequent action shall constitute an irrevocable commitment by the parties to the terms stated in the notice.

#### **Retirement Benefit:**

For those eligible support personnel employees who submit a timely notice of retirement, they shall have their hourly rate of pay increased by ten (10) percent during their last year of employment.

#### **Continuation of Plan:**

The Board reserves the right to review and modify or terminate the foregoing incentive upon expiration of this Agreement, subject to the requirements of the Illinois Educational Labor Relations Act and to deny the foregoing benefits to those who have not applied for regular retirement in that this provision creates no vested right to benefits.

## Appendix E

### Support Staff Salary Schedule

Classification	Minimum Starting Rate For Hires After July 1, 2006	2008-09 Rate	2009-10 Rate	2010-11 Rate	2011-12 Rate
<b>Percent Increase</b>			<b>3%</b>	<b>3%</b>	<b>3%</b>
Maintenance Manager	\$13.26	\$16.60	\$17.10	\$17.61	\$18.14
Second Shift Maintenance Worker	\$10.66	\$13.32	\$13.72	\$14.13	\$14.56
Maintenance Worker	\$10.40	\$12.96	\$13.35	\$13.75	\$14.16
Clerical	\$10.66	\$13.35	\$13.75	\$14.16	\$14.59
Cafeteria Manger/Head Cook	\$11.44	\$14.18	\$14.61	\$15.04	\$15.49
Cafeteria Manager	\$11.44	\$14.18	\$14.61	\$15.04	\$15.49
Head Cook	\$10.40	\$12.96	\$13.35	\$13.75	\$14.16
General Cook	\$9.36	\$11.54	\$11.89	\$12.24	\$12.61
Kitchen Helper	\$8.50	\$10.15	\$10.45	\$10.77	\$11.09
Kitchen Helper II	\$8.50	\$9.36	\$9.64	\$9.93	\$10.23
Library Assistant	\$8.50	\$10.37	\$10.68	\$11.00	\$11.33
Aide (salaried)	\$11,128	\$13,901	\$14,318	\$14,748	\$15,190

The Support Staff Salary Schedule was created in July 2006. Employees hired before July 1, 2006 will follow the rates established in the schedule for 2009-10, 2010-11 and 2011-12 for any classification in which they are employed. Employees hired on or after July 1, 2006, will begin at a negotiated rate no less than the rate listed in the "Starting Rate for New Hires" and no more than the column for the appropriate school year for any classification which they hold. Once the rate is established for a new employee in a new classification, raises will be awarded on an annual basis based upon the negotiated agreement (i.e. 3% for 2009-10, for example). No starting wage can fall below minimum wage.

## Appendix F

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. Any claim by a member of the Federation or by the Federation that there has been an alleged violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. All time limits shall consist of calendar days.

#### B. PROCEDURES

1. The parties hereto acknowledge that it is usually most desirable for an employee and the Superintendent/Principal to resolve problems through free and informal communications. An attempt shall be made by the grievant to resolve any grievance by means of an informal verbal communication between the grievant and the Superintendent/Principal. If however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

STEP A. If the grievance is not resolved informally, then the grievant shall present the grievance in writing to the Superintendent/Principal. The grievance shall specify the article and clause alleged to have been violated and shall state the remedy sought. The grievance must be filed at this step within seven (7) days from the date of occurrence of the event giving rise to the alleged violation. The Superintendent/Principal shall arrange for a meeting to take place with the grievant within seven (7) days after the receipt of the grievance. The Superintendent/Principal shall provide a written answer to the grievant within seven (7) days of the scheduled meeting.

STEP B. If the grievance is not resolved at Step A, the aggrieved may refer in writing the grievance to the Board within seven (7) days after the receipt of the Step A answer. The aggrieved will be allowed to address the Board at its next regularly scheduled School Board Meeting. Within seven (7) days of the meeting, the grievant shall be provided with the Board's written response.

STEP C. If the Federation is not satisfied with the disposition of the grievance at Step B or the time limits expire without a response from the Board, the Federation may submit the grievance to the American Arbitration Association for a binding resolution under the Voluntary Labor Arbitration Rules of American Arbitration Association. If a request for a hearing is not filed within fifteen days of the date of the Step B answer, the grievance shall be deemed withdrawn.

2. Neither the Board nor the Federation shall be permitted to assert any grounds or evidence before

the arbitrator which has not previously been disclosed to the other party.

3. The arbitrator, in his/her opinion shall not amend, modify, nullify ignore or add to the provisions of this Agreement. His/Her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the School District and the Federation, and his/her decision must be based upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement.
4. Each party shall bear the full cost for its representation in the grievance procedure.
5. Each party shall share equally the cost of the arbitrator and the American Arbitration Association. If either party requests a transcript of the proceedings, that party shall bear full cost of the transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Federation.
6. Class grievances involving more than one employee or one or more supervisors shall be initially filed by the Federation at Step A.
7. A grievance may be withdrawn at any level without establishing a precedent.
8. Failure of the grievant or the Federation to act on any grievance within the prescribed time limits will bar any further appeal. Failure of an administrator to respond to the grievance with the stated time lines will allow the grievant to appeal to the next step of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**AGREEMENT**

This Agreement was ratified by the Monroe District Federation of Teachers and Paraprofessionals on the 6<sup>th</sup> day of July, 2009 and approved by the Monroe District # 70 Board of Education on the 9th day of July, 2009.

IN WITNESS THEREOF:

For the **Monroe District #70 Federation of Teachers and Paraprofessionals**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

For the **Monroe District #70 Board of Education**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary