

# **AGREEMENT**

**Between**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT 200**

**And**

**CLASSIFIED EMPLOYEES ASSOCIATION**

## **ARTICLE I. RECOGNITION**

The Board of Education of District 200, hereinafter referred to as the "Board," hereby recognizes the District 200 School Classified Employees Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "CEA" or the "Association," as the legally recognized, sole and exclusive negotiating agent for all full and part-time non-professional (classified) employees, including classroom aides, hereinafter referred to as "employees," except the (1) Executive Secretaries to the Superintendent, the (2) Secretaries to the Assistant Superintendents, the (3) Director of Human Resources, the (4) Benefits Coordinator, the (5) Secretaries /Staff to the Assistant Superintendent for Human Resources, the (6) Director of Communications, the (7) Secretary to the Executive Director of Business Operations, the (8) Director of Purchasing and Transportation, the (9) Treasurer/Comptroller, the (10) Director of Payroll, the (11) Payroll Clerk, the (12) Secretary to the Director of Purchasing and Transportation, the (13) Secretary to the Executive Director of Facilities, the (14) Head Custodians at the High Schools (including Freshman Centers), the (15) Directors of the Before and After School Programs, the (16) Director of Technology, the (17) PC Support Manager, the (18) Network Manager, the (19) Systems Analysts, the (20) PC Technicians, the (21) Help Desk Coordinator, the (22) Network Analysts, the (23) School District student employees, any temporary employee (who is hired for a position which lasts for a period of time of four (4) months or less as a temporary replacement), and any employee whose regular work day is less than three (3) hours per day. The Board agrees not to negotiate or consult with any other employee organization, individual employee or group of employees as defined above, with regard to negotiable items and conditions of employment, unless otherwise provided for in this Agreement, unless mutually agreed to, in writing, by the parties during the term of this Agreement, or except as otherwise herein.

The terms and conditions of employment of any new position created with the potential for inclusion in this agreement shall be negotiated.

## **ARTICLE II. MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility and the right:

A. To maintain executive management and administrative control the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.

B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, and to promote and transfer all such employees.

C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.

D. To determine work schedules, the hours of work, including the requirement of overtime assignments and the duties, responsibilities and assignments of employees with respect thereof.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited by the specific express terms of this Agreement.

### **ARTICLE III. ASSOCIATION RIGHTS**

#### **3.1 Use of Facilities**

The Association shall have the right to reasonable use of District facilities, including meeting rooms, inter-school mail, fax, employee mailboxes, bulletin boards, and computers (for e-mail, Internet access, etc.) for the conduct of its business.

#### **3.2 Fair Share**

Each bargaining unit member on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall either join the Association, or shall pay a fair share fee to the Association according to the association's applicable policies, the Rules and Regulations of the Illinois Educational Labor Relations Board, and applicable law. The amount of said fee shall be annually certified by the Association to the Board's business office no later than July 15.

In the event that a bargaining unit member does not pay his/her fair share fee directly to the Association by August 15, the Board shall deduct the fair share fee from the wages of the non-member for the balance of the school year.

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

The Association shall indemnify, save and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Article or in reliance upon any list or notice furnished pursuant to this Article.

The foregoing provisions shall not apply to members of the bargaining unit employed on or before June 30, 1992, who were at such time non-members of the Association, but shall apply to such members of the bargaining unit who voluntarily thereafter become members, and shall further apply to members of the bargaining unit employed on or before June 30, 1992, who were at such time members of the Association who thereafter withdrew such membership.

#### **3.3 Board Policies & Administrative Regulations**

An up-to-date copy of all Board policies and administrative regulations which affect terms and conditions of employment and work rules for employees covered by this Agreement shall be available to the employees at each work site.

### **3.4 Job Descriptions**

Job descriptions providing minimum required skills and duties shall be developed by the District. Such descriptions shall be reviewed and updated when deemed necessary by the District. Such descriptions shall be made available to all employees.

### **3.5 Association Leaves**

The Association will be granted twenty-two and a half (22 1/2) days of released time for the President of the Association or his/her designees to attend the IEA Representative Assembly and/or to conduct business directly related to the operation of the Association. The President shall give reasonable advance notice to the Superintendent, normally not less than two (2) weeks, of the need to use said Association leave days to attend Association meetings outside the District. The Association shall reimburse the District for the full cost of a substitute, if one is retained.

### **3.6 Labor-Management Committee**

For purposes of maintaining communication and to allow for discussion of issues of mutual concern, the Board and the CEA shall form a Labor-Management Committee, which shall meet at mutually agreeable times and dates. Working in an unpaid, advisory capacity, the Committee shall consist of the Association President, three (3) members appointed by the Association President, the Assistant Superintendent for Human Resources or designee, and three members appointed by the Assistant Superintendent for Human Resources. The Committee will meet as needed, with the agenda set by the CEA President and the Assistant Superintendent for Human Resources or designee at least one week in advance of the scheduled meeting.

### **3.7 Subcontracting**

The Board guarantees that each member of the bargaining unit employed as of December 31, 1990, shall be guaranteed employment, except as provided in Article IV, Sections 4.3 and 4.5 (Termination for Just Cause; Reductions in Force). However, effective January 1, 1985, the Association acknowledges the right of the Board to subcontract bargaining unit positions with independent contractors, provided such subcontracting shall not divest such an employee as previously specified of an employment position.

In the event of such subcontracting:

A. The Board agrees to meet with the Association to negotiate the necessity for, and the terms of, such subcontracting.

B. Any subcontracting relationship shall not be interpreted to invest in the subcontractor (or its agent) the status of assignee of the rights of this Agreement or the status as a co-employer with the Board.

## **ARTICLE IV. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

#### **4.1 Probationary Period**

Any new ten (10) or twelve (12) month employee, shall be designated a “probationary” employee. The probationary period shall be six (6) consecutive months, including four (4) months with students in attendance except as otherwise provided herein. For purposes of computing probationary period, the months of June, July and August shall not be considered months with students in attendance. Absences of ten (10) or more consecutive work days shall extend the probationary period by a like number of work days. Having completed the probationary period, such an employee shall be considered a continuing employee. A continuing employee may resign or may be terminated or laid-off in accordance with the provisions of this Agreement. A probationary employee may be discharged without recourse at any time prior to the end of the probationary period.

#### **4.2 New Employee Orientation**

All new employees will be required to attend a new employee orientation session not to exceed two (2) hours. Should the session be scheduled outside of the employee’s regularly scheduled work day, additional compensation (hourly rate) will be provided.

#### **4.3 Employee Evaluation**

Realizing that employee performance may change over a period of time, and that the quality of service needs periodic review, the following procedures shall be followed for rating an employee’s performance:

- A. An employee shall be evaluated at least once in each of the first two (2) years of employment. Thereafter, a continuing employee shall be evaluated at least once every other year. Evaluations shall be completed by June 1 of each year. Said evaluation will be sent to the Assistant Superintendent for Human Resources to be included in the employee’s personnel file.
- B. Each probationary employee shall be evaluated in writing by his/her immediate supervisor at least one (1) time during the probationary period.
- C. The evaluator may make appropriate written suggestions for improvement for each employee. Employees will be given adequate time for job performance improvement.
- D. An employee may respond to the formal written evaluation, in writing, within fourteen (14) days of receiving the evaluation. Such response shall be attached to the evaluation and placed in the personnel file.
- E. Each evaluation shall conclude with the evaluator’s general rating of the employee. The general rating shall be a selection among the following classifications:
  - a. Superior
  - b. Above Average
  - c. Average
  - d. Unsatisfactory

#### e. Subject to Discharge

F. A rating of “Unsatisfactory” shall commence remediation procedures. A rating of “Subject to Discharge” shall subject the employee, if probationary, to immediate discharge, if the employee is continuing, to discharge proceedings.

### **4.4 Work Schedule**

The normal, full-time work day is as listed in Appendix A. The regular full-time work week shall be defined as consisting of not more than five (5) consecutive days per week during the period of Monday through Saturday consisting of not more than thirty-seven and one-half (37-1/2) hours per week for all employees except custodians or maintenance employees, whose full-time work week shall consist of not more than forty (40) hours, all as scheduled by the appropriate supervisor. The Monday through Saturday work week may not apply to security personnel, craft or maintenance employees who may be required to work Saturday and/or Sunday as part of the regular work week. Custodians may be required to work Sundays as part of the regular work week during periods in which the District is engaged in special projects. The Board or its designees shall confer with the Association concerning the need for Sunday custodian work prior to scheduling such work. All employees may be required to work Sundays as part of the regular work week in cases of emergency. Except in extreme emergencies, second or third shift employees will not be required to work the regular day shift following a regular night shift.

### **4.5 Breaks**

Employees working a minimum of four (4) hours per day shall have one (1) fifteen (15) minute break. Employees working six and one-half (6-1/2) hours or more per day shall have two (2) fifteen (15) minute breaks and a duty free meal break of not less than thirty (30) minutes, which meal break shall not be part of the regularly scheduled work day. All breaks will be scheduled by the employer’s immediate supervisor. Except in cases of emergency, breaks will not be scheduled the first or last hour of the employee’s work day.

### **4.6 Right to Representation**

An employee required to appear at any meeting which could result in disciplinary action taken against the employee may elect to have a representative of the Association attend such meeting. When a meeting is called which is likely to result in either termination, suspension, pay docking, demotion or transfer for cause the employer shall provide a minimum of twenty-four (24) hours written notice to employee and the CEA unless extraordinary circumstances require immediate action or alternative notification.

### **4.7 Employee Termination**

No continuing employee may be dismissed or otherwise disciplined except for just cause. Prior to the dismissal of a continuing employee for unsatisfactory job performance, due process shall be afforded the employee. Due process shall include a conference with a building supervisor and/or Assistant Superintendent for Human Resources and issuance of a written warning that specifically identifies the behavior(s) which, if not remediated, could result in termination. A reasonable period of time shall be provided for remediation except in cases that constitute summary grounds for dismissal without remediation.

