

AGREEMENT  
BETWEEN

PHILIP J. ROCK CENTER AND SCHOOL  
Glen Ellyn, Illinois

AND

GENERAL SERVICE EMPLOYEES' UNION  
LOCAL 73  
S.E.I.U.

SUPPORT STAFF

2021-2026

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## **ARTICLE I. RECOGNITION AND SCOPE**

### **A. Recognition**

The Philip J. Rock Center and School, Glen Ellyn, Illinois hereinafter referred to as the "School", recognizes the General Service Employees Union, Local 73, of the Service Employees International Union, hereafter referred to as the "Union", as the sole and exclusive negotiating agent for all paraprofessionals and cooks who are regularly scheduled to work thirty-two (32) hours or more per week. Excluded from the bargaining unit are all managerial, supervisory, and confidential employees including, but not limited to, Executive Director, Supervisors, Head Nurse, Registered Nurses and Licensed Nurses, and all Central Office Staff. In addition, all guards (security personnel), classroom leaders, contractual consultants, and substitutes are excluded.

### **B. General Principle of Negotiations**

The purpose of this recognition is a mutual agreement between the parties to negotiate in good faith effort with regard to all mandatory subjects of bargaining.

"Good faith effort" is defined as the mutual responsibility of the Union and School to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with or accept, the other party proposals, or be compelled to reach agreement on specific topics.

## **ARTICLE II. GROUND RULES COVERING NEGOTIATIONS**

### **A. Representation**

The parties agree that their duly designated representative shall negotiate in a good faith effort with respect to items defined under "General Principle of Negotiations", Section (Article I, Section B) of this Agreement. Each party shall select its own representatives.

### **B. Size of Team**

Each team to consist of up to four (4) regular members and up to two (2) Union staff representatives during salary reopeners, with the members being designated in advance. Each team to consist of up to five (5) regular members and up to two (2) Union staff representatives during negotiations covering the Agreement, with members being designated in advance. Those designated employees who become involved in the scheduled bargaining sessions during their regularly scheduled work days shall suffer no loss of pay, with the Union reimbursing the School for the lost time other than the wages for one member (lowest hourly rate). Upon being invoiced for lost time, the Unions shall reimburse the School within thirty (30) days.

Every reasonable effort will be made to schedule bargaining sessions with one shift.

### **C. Commencement of Negotiations**

Negotiations shall begin on a date mutually agreed upon, but no later than July 1 in the year the Agreement is scheduled to expire, unless changes to timeframes are mutually agreed upon.

### **D. Responsibilities of Parties/State Guidelines and Parameters**

Both parties agree that the finalization of issues must be within the legislative guidelines and financial parameters established by the State on an annual basis. If the content of the agreements exceeds the guidelines and financial parameters established by the State on an annual basis, the parties shall return to the negotiations table to work out necessary revisions within the new parameters.

### **E. Approval Process**

When the Union and the School reach tentative agreement on all issues to be contained in the document, the document shall be reduced in writing and shall be submitted to the membership of each unit within the Union for ratification. Upon the Union informing the School that ratification has taken place, then the document will be submitted to the State Board of Education and/or the School's fiscal agent for consideration.

### **ARTICLE III. MANAGEMENT RIGHTS, EMPLOYEE OBLIGATIONS AND COMMUNICATIONS WITH UNION**

#### **A. Management Rights**

It is recognized that the management of the School hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law, including the right to determine the purpose, mission, object and policies of the School; to determine the facilities, method, means, equipment, procedure, and personnel required to conduct the School programs; to administer the personnel system of the School, including recruitment selection, appointment, evaluation, training, retention, promotion, assignment of employees, discipline, suspension, demotion and discharge of employees for just cause; to direct, supervise, schedule and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the School; and to take whatever actions may be necessary or appropriate to carry out the objectives of the School. The parties agree that all customary and usual rights, powers functions and authority are vested in the management, and it shall continue to exclusively exercise such powers, duties and responsibilities during the period of this Agreement, except as limited by the specific and express terms of this Agreement.

#### **B. Employees Decision to Join Any Organization**

Employees have the right to join, or not to join, any organization for their professional or economic improvement.

#### **C. Employee Obligations**

Nothing contained in this Agreement shall be construed as rescinding the obligation of the employees to exercise the maturity, restraint, patience and judgment, which are normally required for the guidance, training, and education of youth.

#### **D. Management Meetings with Union Stewards**

There shall be a joint Labor-Management Committee consisting of the Union stewards and management representatives. The purpose of this Committee is to meet and confer on matters of mutual interest, other than grievances.

Meetings of the Union-Management Committee shall be held bi-monthly unless otherwise agreed. Meetings shall be scheduled by management in consultation with the Union stewards. Health and safety issues, along with information on contagious diseases, can be placed on the agenda of a Union-Management Committee meeting. Union stewards must submit topics to the Director three (3) days prior to the scheduled meeting date. When there are no new agenda items submitted, the meeting will be cancelled.

#### **E. Employee Leave to Lobby for PRC Revenue**

All bargaining unit employees may submit a written request for one (1) paid day of leave each year for the purposes of meeting with State of Illinois representatives, senators, and/or representatives of the Governor's Office in a confirmed, individual appointment, or testify on behalf of PRC at House, Senate and/or Illinois State Board of Education budget hearings. Whenever testimony is to be given, each employee shall work with the Executive Director on the finalized content of the testimony. Individual requests for such leave shall be provided to the Executive Director or designee at least ten (10) days in advance of the confirmed appointment. The decision to approve or deny a request shall be determined by the Executive Director or designee and shall not be subject to the Grievance Procedure. However, if the Executive Director or designee denies a request, the employee and his/her steward shall meet with the Executive Director or designee to discuss the request. Upon receiving approval, the affected employee shall be required to provide a written statement that he/she kept the confirmed appointment prior to receiving benefit compensation.

#### **F. Subcontracting During Term of Agreement**

PRC shall provide at least ninety (90) days' notice prior to implementing any decision to subcontract. PRC and the Union shall meet to discuss alternatives prior to implementation. This section is not subject to the Grievance Procedure. PRC will comply with any reasonable written request by the Union for information in conjunction with this sub-selection in accordance with the Freedom of Information Act.

#### **G. Employee Right to Respect and Dignity**

All employees shall be treated with dignity and respect. If an employee feels they have not been treated in the above manner, the employee shall present a written request and statement of the incident for a meeting with the Executive Director or designee within five (5) days of the incident. The employee and his/her steward and Union representative (when available) shall then meet with the Executive Director to discuss the incident within ten (10) days of the request. The Executive Director or designee shall then provide his/her response within five (5) days of the meeting. This section shall not be subject to the Grievance Procedure.



## **ARTICLE IV. AUTHORIZED DEDUCTIONS**

### **A. Dues Deductions**

Any employee who is a member of the Union and included in the definition of the bargaining unit may sign and deliver to the Executive Director or designee an assignment authorizing deduction of the Union dues and other financial obligations pertaining to union membership. The Union shall notify the Executive Director or designee by certified mail of the total amount of annual and monthly dues and other financial obligations of employees as to maintaining their status as Union members. Such written authorization and assignment shall continue in effect unless canceled by the originating employee between June 1st and June 30th of each year.

The School shall remit monthly to the Union the total amount of money deducted for the month.

### **B. Legal Protection for School**

The Union agrees to indemnify and hold the Schools harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the School for the purpose of complying with any of the provisions of this Article or in compliance with any assignment furnished under the provisions of this Article.

### **C. Committee on Political Education (C.O.P.E.)**

PRC shall provide a voluntary payroll deduction to the Union's Committee on Political Education (C.O.P.E.) upon receipt of written authorization from employees. Such deductions shall be accomplished in accordance with established PRC procedures, with such deductions being remitted to the Union in a separate check on a monthly basis.

## **ARTICLE V. NO STRIKES AND DISRUPTIONS**

### **A. General Employee and Union Responsibilities**

During the term of this Agreement and any mutually agreed upon extension thereof, no employee covered by this Agreement, nor the Union, or any person acting on behalf of the Union shall engage in, authorize, or instigate a strike, slowdown, or recognition of any picket line at the School's premises.

### **B. Union Responsibilities and School Prerogatives**

It is agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Executive Director designee a written notice which will list the Union's authorized officers and stewards who will deal with the School. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall make every effort to resolve the unauthorized conflict.

### **C. Union Communication and Responsibilities**

It is agreed that in the event of any such unauthorized action, the Union shall, within twenty-four (24) hours of receipt of notice thereof from the Executive Director or designee, address a letter to the School notifying the School that the action of the employee or Union agents is authorized.

### **D. Lockouts**

During the term of this Agreement, the School will not conduct a lockout.

## **ARTICLE VI. UNION STEWARDS AND UNION ACTIVITY**

### **A. Selection of Stewards**

Members of the bargaining unit may elect up to three (3) stewards. No more than two (2) stewards shall be elected from a single shift. Alternate stewards may be named in case of a steward's absence. The duties of a steward shall be to act as the representative of Union employees on all matters that cannot be handled between the individual employee and the appropriate supervisor, if so requested by the individual employee.

### **B. Stewards and Union Activity**

No employee shall engage in Union activity or grievance investigation or processing during scheduled work time except as expressly set forth in the following paragraph.

Both parties acknowledge that it is preferable for stewards and employees to meet and discuss and/or investigate grievances filed under the terms of this contract during non-working time. However, the parties recognize that it may not always be practicable to do so, and in such event, the Local Steward and the aggrieved employee may request a specific amount of time from the Administration, with the final decision as to approval or disapproval remaining a management prerogative. It is expressly understood that any approved activity shall not unreasonably interfere with the job duties or responsibilities of the Steward or the aggrieved employee involved.

### **C. Procedures Regulating Visits by Union Business Representatives**

The School and the Union agree that accredited representative of the union, after giving reasonable notification and having received authorization from the School, will be permitted to enter the employee lounge or other designated area as provided by the Administration, with the understanding that they will not interfere with the work of the School. Authorized personnel utilizing the provisions of this Section shall always check into the offices of the School upon entering the premises and shall always check out through the offices of the School upon leaving the premises.

### **D. Procedures Regulating Use of Bulletin Board**

The Union may use a designated bulletin board if materials for posting are provided to the Executive Director or designee on the date of the posting. The Union shall not post materials that are political in content (not including internal Union activities) or critical of the School and School District handling the monthly financial obligations of the School.

## ARTICLE VII. GRIEVANCE PROCEDURE

### A. Definitions

1. Grievance. Any claim by an employee and the Union that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
2. Days. All time limits consist of workdays (Monday through Friday other than holidays or days on which the school is closed), except when the terms of the Agreement refer to "calendar" days. Any deadline in this Article VII may be waived only by mutual written consent of the parties.

### B. Procedure

The parties hereto acknowledge that it is usually most desirable for any employee and the Union Steward or representative and the employees immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

1. Initiation. A grievance must be filed by the Union (on behalf of an affected employee or affected employees) in writing within ten (10) days of the occurrence of the event, which initiated the grievance. Failure to file within the time limits prescribed herein constitutes a waiver of the right to move forward on the grievance. The grievance shall be provided on a form provided by the Union, identifying the affected employee(s) and the issue being grieved, with the Union representative signing the form, and providing copies to all appropriate individuals, including the Union Steward. The grievance shall be filed with the employee's supervisor. Grievances may be filed via U.S. mail, email, or hand-delivery.
2. Step One. The employee's supervisor or designee shall schedule a meeting regarding the grievance within ten (10) days after receiving the grievance. The appropriate supervisor or designee will provide the grievant, Union Steward and the Union representative with a written answer to the grievance within ten (10) days after the meeting. By mutual written agreement of the parties, Step One may be waived and the grievance may proceed directly to Step Two.
3. Step Two. If the grievance is not resolved in Step One, then the grievant, and the Union Steward or Union representative may appeal the grievance to the Executive Director within ten (10) days of the receipt of the Step One answer. The Executive Director or designee shall arrange for a meeting within the aggrieved and the Union Steward to take place within ten (10) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Executive Director or designee shall have ten (10) days in which to provide his/her written decision to the grievant and the Union Steward.

4. Step Three. If the grievance is not resolved at Step Two, the grievant and the Union jointly may submit the grievance to binding arbitration within twenty (20) days of the Step Two response. Joint submission to arbitration does not imply the necessity to submit the document signed by the grievant, but said grievant must be in agreement with the submission. The American Arbitration Association shall be requested to submit a list of nine (9) arbitrators from which the parties shall select an arbitrator by striking the list, with the School having the first opportunity to eliminate a name. If either party is dissatisfied with the list sent by the AAA, prior to striking the list, another list can be requested. The parties may mutually agree, in writing, to by-pass the AAA and go directly to the Federal Mediation and Conciliation Service (FMCS) on a case-by-case basis.
  - a. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
  - b. 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 cost of two (2) transcripts shall be divided equally between the parties.
  - c. Neither the School nor the Union shall be permitted to assert any ground or evidence before the arbitrator, which had not previously been disclosed and/or made available to the other party during the previous steps. The deadline for the submission of new evidence shall be accomplished prior to selecting an arbitrator.
  - d. The arbitrator shall have no power to nullify, alter, amend and/or add to the provisions of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the grievance filed at the Step One level, including any additional evidence as may be provided in accordance with B, 4, c of this Article. The arbitrator's decision must be based solely and only upon an interpretation of the meaning and application of the express relevant language of this Agreement.

## **C. Other Conditions**

### **1. By-Pass to Executive Director or Designee**

If the grievant, Union and the Executive Director or designee agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two. A termination shall automatically be brought to Step Two.

### **2. Class Grievance**

Class grievance involving more than one employee or more than one

supervisor, and grievances involving an administrator above the supervisory level may be initially filed by the grievant and the Union at Step Two.

3. Grievant and Union Cooperation

The grievant and Union shall not interrupt the instructional and regular duties of the employees within the School in the investigation of any alleged grievance.

4. Released Time/Steps One and Two

The final decision on any released time for an employee to attend a grievance meeting shall be at the discretion of the Executive Director or designee. Consideration will be given when it appears that attendance of specific employee(s) will expedite a possible resolution of an issue, then such attendance, if approved, will not result in lost hourly wages for scheduled work time. Occasionally, in order to accommodate schedules of witnesses, more than one meeting may be scheduled.

5. Timeliness by Grievant

Failure of any grievant and the Union to act on a grievance within the prescribed time limits will act as a bar to any further appeal.

6. Extension of Time Limits

An extension of time limits may be extended by mutual written agreement.

7. Use of Expedited Arbitration

The Union and School can mutually agree to expedite arbitration according to the rules of the American Arbitration Association or Federal Mediation and Conciliation Service.

8. No Reprisals

No reprisals of any kind shall be taken by the grievant, the Union and/or School against any employee because of his/her participation or lack of participation in a grievance.

9. Hearings at Step Three

Hearings shall be at time mutually convenient to both parties and the arbitration.

10. Exclusion of Remedies

In the event a member of the bargaining unit commences a proceeding in any

state or federal court or administrative agency against the School, charging the School with an alleged violation of this Agreement, such remedy shall be exclusive, and the said member shall be barred from invoking any remedy by this grievance procedure.

Upon being informed as to the decision of a proceeding processed by any state or federal court or administrative agency, the affected employee shall then retain their right to file a grievance or to pursue a previously filed grievance that has been held in abeyance, within ten (10) days of such notification date if he/she is not satisfied with the decision.

## **ARTICLE VIII. HOURS AND CONDITIONS OF WORK**

### **A. Weekly Schedule**

The standard workweek shall be between 32 and 40 hours each week, for each employee covered by the Agreement. Assignments will be determined by the Executive Director or designee, with adequate notification provided to each employee.

### **B. Reporting to Work**

A stated hour for reporting to work shall be given to each employee.

### **C. Lunch Break**

Whenever practical, every employee shall be entitled to a duty-free lunch period not to exceed forty-five (45) minutes and a fifteen (15) minute break per each full shift. It is recognized that employees may be required to have their lunch and the fifteen (15) minute break with specific children in order to fulfill special needs of children at the School.

### **D. Trade Days**

To make a switch with another employee covering scheduled work days, both employees are to fill out a Request for Trade Days form, which is to be dated by the Shift Supervisor. The Administration reserves the right to approve or disapprove all requests for trade days, with such decisions only being made by the Executive Director or full-time supervisor. If the Executive Director or full-time supervisor is not scheduled on a specific date, Monday through Friday, then approval can be delegated to the supervisor on duty for that day. Whenever an employee calls off on a trade day, he/she shall not be permitted to trade days for two (2) months. The Executive Director will review any denial of a Trade Day on written request by any bargaining unit member and the Executive Director will inform the member of his/her decision.

### **E. Payroll Errors**

Employees shall bring payroll errors to the attention of Management as soon as possible after the error is discovered. Once the School confirms that an error has occurred, the School will report the error to the fiscal agent (currently, West 40 Intermediate Service Center) for correction as soon as possible, but not later than the next payroll.

### **F. Probationary Period**

There will be a probationary period of sixty (60) calendar days. The probationary period may be extended up to an additional sixty (60) days upon giving written notice to the employee, with a copy to the Union.

The Employer retains the right to discipline, suspend, demote or discharge probationary employees within the probationary period, and such actions may not be made the subject of a grievance by either the employee or the Union.



Upon moving off of probation, each employee retains the responsibility of continuing to do the best job possible and adhering to the rules and regulations of the School.

Former employees with two (2) or more years of successful experience at the School may have their probationary period waived by the Executive Director if employment is within the same classification. This arrangement is only available for former employees who re-apply for the same classification within twelve (12) months of their resignation. It is understood that the Executive Director has the right of approval or disapproval covering any such application. When former employees are hired, previous employment will not count toward seniority. However, such employees will be eligible for benefits on the first day of hire if approved by the insurance carrier. This Section is not subject to the Grievance Procedure contained in this Agreement.

## **G. Seniority**

In the event of a layoff within the employee's classification, probationary employees shall be laid off first. Thereafter, seniority shall govern for those employees to be retained in each classification.

Any employee who is laid off in accordance with this section, other than probationary employees, shall be entitled to recall as follows: If the School 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 positions. Recall from layoff shall be based upon seniority provided the employee has the qualifications, skills and ability to perform the work as determined by the Executive Director or designee. The recall notice shall state the time and date on which the employee is to report to work within their classification, along with the requirements of the position. It shall be the responsibility of the employee to keep his/her address current by providing the Executive Director's Office with the necessary information. If the laid off employee does not report to work within ten (10) working days following receipt of notice sent to the employee's last known address or declines the position, the employee's right to recall shall cease and he/she shall be considered terminated.

Seniority shall be terminated when an employee:

1. resigns;
2. leaves employment to be employed elsewhere;
3. is discharged for just cause;
4. retires;
5. doesn't respond to a recall notice or declines a recall notice;

6. is absent for three (3) consecutive scheduled work days without prior proper notification and authorization unless the employee has an acceptable explanation for not furnishing such notification as determined by the Executive Director or designee;
7. fails to return to work at the conclusion of an approved leave of absence; or
8. accepts other employment during an approved leave of absence without the written approval of the Executive Director.

## **H. Personnel Files**

Employees may request, in writing, to review their personnel file during regular hours of the business office. At least two (2) days notice must be provided, and someone from the Administration will be assigned to be present when the file is reviewed. The employee is not permitted to remove any items from the file, and the employee is not permitted to review confidential letters of recommendations from previous employers, employment agencies and/or placement centers.

## **I. Conditions of Employment**

### **1. Health Examinations**

- a. New employees will be required, as a condition of employment, to have a complete physical examination prior to employment. The employee has the responsibility to pick up the medical form from the office that the doctor must complete. The employee shall pay the cost of the examination. The examination must be completed and filed with the School prior to the first day of employment.
- b. Whenever the School feels it is necessary for an employee to have an examination or have an annual physical examination, the examination shall be conducted by a doctor or clinic acceptable to the employee and the School. The Employer shall pay the full cost for each examination.

### **2. Criminal Background Check**

New employees shall be subject to a criminal background check, including fingerprinting. Any employee found to have a criminal background may be subject to termination.

### **3. Required State of Illinois Paraprofessional License**

All new and current paraprofessional employees are required to have a State of Illinois Paraprofessional License as a condition of employment. Employees who fail to secure and/or maintain such License shall be subject to discipline, up to and including termination.

**4. Required State of Illinois Food Sanitation License**

All full-time kitchen employees are required to have a State of Illinois Food Sanitation License. Employees who fail to secure and/or maintain a license shall be terminated.

**5. Required State of Illinois Drivers License**

All full-time employees are required to have a valid Illinois drivers license and have the responsibility to keep their drivers license renewed, with a copy of their most recent drivers license being on file with PRC on or before September 1st of each year. Employees who do not renew their driver's license or have it suspended will have up to four (4) months to get their license renewed or shall be terminated. It is further understood that all a.m. paraprofessionals must drive as a condition of employment unless extenuating circumstances prevail that are acceptable to the Executive Director or designee.

**J. Safe and Healthy Work Environment**

1. It is the responsibility of Management and employees to address unsafe or hazardous work conditions. Employees are to bring any unsafe or hazardous condition to the attention of their immediate supervisor in writing as soon as the employee becomes aware of the situation.
2. Employees also need to keep their steward informed as to such situations so they can be discussed during scheduled Labor-Management Committee meetings.

**K. Call In Pay**

In the event employees are called in and, upon arriving, are informed that their services are not needed for that shift, the affected employees will be paid two (2) hours at their prevailing rate.

**L. Disciplinary Written Warnings**

Employees who receive disciplinary written warnings/write-ups or suspensions, shall receive them within ten (10) days of the occurrence or ten (10) days of the School completing any investigation leading to the disciplinary written warning/write-up or suspension, whichever is later. If an employee is not available, then the write-up will be mailed to the employee's home address on record at the School, with a copy being provided to the Union steward.

All disciplinary conversations that shall be entered in an employee's personnel file shall be conducted in private.

**M. CPR Certification and School Bus Permit**

As a condition of employment, all employees are required to be certified in CPR. The School will make available to employees, at the School's expense, CPR training/certification

courses and renewal courses. An employee who fails to obtain and/or maintain CPR certification shall be subject to discipline, up to and including termination.

A.M. paraprofessionals may volunteer to obtain/maintain a School Bus Permit and drive school vehicles to and from school and school activities on an as-needed basis. For any a.m. paraprofessional who obtains/maintains a School Bus Permit and drives school vehicles to and from school and school activities on an as-needed basis:

- A. Expenses directly related to obtaining and renewing the School Bus Permit will be paid by the School.
- B. The employee will be paid a \$500 stipend after obtaining or renewing the School Bus Permit (not to exceed one \$500 stipend payment per employee per year).

#### **M. Client Damage Fund for Glasses**

A fund will be available to reimburse employees for out-of-pocket expenses up to \$175.00 toward the purchase of replacement glasses if the glasses have been damaged beyond repair by students. The reimbursement will occur upon presenting a paid receipt for the replacement glasses.

#### **O. Responsibilities/Taking Clients to Doctor**

Employees called in or assigned to take clients to the doctor shall receive a minimum of four (4) hours pay. Employees on shift shall continue to have this responsibility as part of their job at no extra pay unless it is determined by the Executive Director that resources (manpower) are available.

#### **P. Use of Individual Cell Phones**

The use of individual cellular telephones by employees during their regularly scheduled assignment is prohibited unless approved in advance by their supervisor. All cell phones shall be placed on vibrate during working hours.

#### **Q. Time Off Without Pay**

Employees cannot take time off without pay other than for official school closings and other time sequences determined by the Administration in accordance with Article XI, Section E. Whenever time off is requested, such days can only be available by using unused benefit days or in accordance with Article XI, Section E.

#### **R. School Closures**

1. Scheduled Closures - In the event of a School closure that is scheduled as part of the School calendar (for example, Thanksgiving, spring break, etc.):

- A. Mandatory professional development/in-service meetings may be scheduled during a scheduled closure. In that event, employees are expected to attend such meetings, and will be paid their regular rate for such attendance.
- B. Employees will be paid their regular pay during scheduled closures.

2.     Unscheduled closures. Any School closure that is not part of the School calendar (including, for example, any closure or suspension of operations for economic reasons) will be unpaid, except for the following:

- a.     Hours during which the employee does work during the closure;
- b.     Hours during which the employee attends a mandatory professional development/in-service meeting during the closure;
- c.     Days on which the employee uses a vacation day during the closure.

All other time will be unpaid.

Nothing herein obligates the Administration to schedule working hours or mandatory professional development/in-service meetings during closures.

Mandatory professional development/in-service meetings scheduled during closures will be limited to three (3) per fiscal year. Administration may schedule additional mandatory professional development/in-service meetings on non-closure days.

## **S.     Attendance**

Employees are expected to be present at work when scheduled. In addition, employees are expected to work the full amount of their scheduled work hours.

An employee who requests use of a sick leave day must give notice at least eight (8) hours before the start of the employee's shift, if possible, or as soon as practicable if the onset of the illness occurs less than eight (8) hours before the start of the shift. When an employee is late, he should call his/her supervisor and give as much advance notice as possible. Failure to follow these procedures will result in disciplinary action against the employee. Unauthorized absences from work for a period of two (2) consecutive days will be considered the same as abandonment of the job and will be considered as a voluntary resignation without cause.

If an employee is more than 15 minutes late for a scheduled shift, it is mandatory that the employee contact the shift supervisor (or his/her designee). In an instance of extended lateness without notice, the employee will be replaced by a substitute. If an employee is 30 minutes late and has not notified the supervisor, the employee's assignment may be filled by a substitute for that shift. Employees must notify the supervisor to avoid being replaced on the schedule. Repeated tardiness will not be tolerated.

At the beginning and end of an individual's specified shift, it will be the employee's responsibility to sign in and out at the reception desk and punch out at the time clock. Staff members may not sign in or out for each other. Falsifying work attendance records is grounds for dismissal. All staff employed by the Philip J. Rock School are responsible to be at work in their appropriate work area at the beginning of their shift.

For purposes of this Section U and the tardiness and absence consequences identified below,

the progressive discipline steps are:

- Step 1: Verbal warning, with written documentation of the verbal warning placed in the employee's personnel file.
- Step 2: Written warning, with directives for improvement.
- Step 3: Suspension without pay for up to 3 days.
- Step 4: Dismissal from employment.

**Tardiness:** A staff member is considered tardy if he/she is five (5) or more minutes late to work. Repeated tardiness will result in the following consequences:

- |   |        |
|---|--------|
| Two (2) tardies within a 30-day period:         | Step 1 |
| Two additional tardies within a 60-day period:  | Step 2 |
| Two additional tardies within a 120-day period: | Step 3 |
| Two additional tardies within a 180-day period: | Step 4 |

If the staff member completes any of the time periods identified above without the additional tardies identified above, the staff member will begin again at Step 1 if tardiness reoccurs.

**Absences:** For purposes of this paragraph, excused absences include absences that are covered by an approved benefit day, an approved FMLA leave, or an approved leave under Article XI, Section E of this Agreement. Repeated unexcused absences will result in the following consequences:

- |  |        |
|--|--------|
| Two (2) or more unexcused absences within a 30-day period: | Step 1 |
| Another unexcused absence within a 60-day period:          | Step 2 |
| Another unexcused absence within a 120-day period:         | Step 3 |
| Another unexcused absence within a 180-day period:         | Step 4 |

With regard to warnings relating to tardiness and absences: After two years from the date on which such a warning is issued, the warning will be removed from an employee's personnel file and will not be relied upon for progressive discipline purposes.

Unexcused tardiness and absences may be cause for discipline. Management will consider extenuating circumstances (if any) when making discipline decisions relating to tardiness and absences, which decisions are subject to the "just cause" provision of this Agreement.

## **ARTICLE IX. OVERTIME**

### **A. General Procedures**

Every reasonable effort will be made to assign overtime work to qualified employees in each classification who have been performing the same or similar work. If additional employees are needed, then the School shall have the right to assign overtime work to other employees who have the qualifications and ability to perform the work. The final determination of assigning overtime shall remain a prerogative of the Administration, however, the decision must be consistent with the agreed upon system for distributing overtime. No scheduled shift will be changed to avoid paying overtime.

### **B. Cross-Shift Continuity**

PRC supervisors may request paraprofessionals to temporarily fill in for a paraprofessional who is scheduled for next shift but has not yet arrived. If there are no volunteers for the temporary fill-in slot, PRC supervisors will assign the person with the least seniority. The temporary fill-in will be excused upon the arrival of the delayed paraprofessional or after ninety (90) minutes, whichever is sooner.

### **C. Emergency Scheduling**

Only in an emergency situation, the School may assign an employee to two consecutive shifts. Any involuntary assignment under this paragraph shall be the lowest-seniority employee who has the qualifications necessary to fill the shift. Under no circumstances will employees be permitted to do a triple shift.

### **D. Overtime Pay**

Overtime pay will begin after an employee has completed forty (40) hours of work at straight time pay in the same week that overtime work is offered. The overtime shall be paid at time and one-half.

## **ARTICLE X. VACANCIES AND TRANSFERS**

### **A. Posting and Filling Vacancies**

Vacancies occurring within the bargaining unit ("position vacancies") shall be posted on a designated bulletin board in the employee lounge, along with a copy being provided to the Union stewards. Every reasonable effort will be made to post vacancies at least ten (10) calendar days prior to being filled, but vacancies can be filled prior to that time if the operational needs of PRC need to be immediately addressed as determined by the Executive Director. In the event that the Executive Director determines it is necessary to fill a position prior to the ten (10) calendar day posting guideline, the Union stewards will be so notified. The Executive Director or designee reserves the right to fill or not fill posted vacancies.

In the event there are only bargaining unit applicants, then seniority will be the determining factor in awarding the position when their knowledge of the position, experience and ability to do the job are substantially similar as determined by the Administration. No outside applicant will be hired until all bargaining unit applicants are considered. In the event that both outside applicants and bargaining unit members apply, a bargaining unit member, subject to the above provisions of this Article X / A, shall be selected for the vacant position if said bargaining unit member's knowledge of the position, experience and ability to do the job are substantially similar (or superior) to the outside applicant's knowledge of the position, experience and ability to do the job, as determined by the Administration.

### **B. Transfers**

Whenever a transfer is being considered by the Administration, reasonable notice will be provided to the affected employee unless an emergency situation arises. The employee will have an opportunity to discuss the anticipated transfer with his/her supervisor prior to the implementation date. In the event an employee is not satisfied with the pending decision on a transfer, the affected employee can schedule a conference with the Executive Director or designee, with the affected employee being permitted representation from the Union if so requested. The following factors will be used to determine transfers: length of service, and needs of the children.

### **C. Scheduling of Aides to Fill Position Vacancies**

The Administration will make every reasonable effort to fill a position vacancy within thirty (30) days after posting the vacancy. If the Administration is unable to fill a position vacancy within that 30-day period, the Administration will provide Union representatives with a written explanation of the reasons for the delay.

While the position is vacant, the Administration will follow current procedures for seeking bargaining unit member volunteers to cover absences, in accordance with Section D. While the position is vacant, non-bargaining unit individuals will be used only after the Administration has followed the procedures and no bargaining unit members have volunteered to cover the vacancy.



#### **D. Scheduling of Aides to Cover Temporary Vacancies Due to Absence**

The provisions of this Section D apply to temporary vacancies resulting from the short-term or long-term absence of a bargaining unit employee ("absence vacancies").

For purposes of this Section D, a "short-term vacancy" is defined as a vacancy of less than four (4) weeks, and a "long-term vacancy" is defined as a vacancy of four (4) weeks or longer.

The Administration will maintain a current seniority list of all bargaining unit employees.

For paraprofessional assignments, when the Administration is notified of a short-term vacancy, each shift during the vacancy will be filled as follows:

1. When seeking to fill vacancies, the Administration (or designee) will attempt to contact the bargaining unit employees on the seniority list.
2. For the first vacancy of a work week (defined for this purpose as Monday through Sunday), the Administration (or designee) first will call the most senior employee who is not otherwise scheduled to work the shift during which the vacancy has occurred. If he/she declines the vacancy or does not answer the call, the next person on the list will be called, and so on, through the entire list.
3. If the vacancy has not been filled after calls to the bargaining unit employees on the seniority list, the Administration has the right to assign a bargaining unit employee to fill the vacancy, or to utilize a non-bargaining unit employee to fill the vacancy.

When there is a long-term vacancy, management may at its discretion fill the vacancy with one (1) substitute not to exceed six (6) weeks.

Should the School, for any reason, decide in the course of a long-term vacancy that the entire vacancy will not be filled by one (1) substitute, then for the remainder of the vacancy the scheduling procedure that applies to short-term vacancies shall be observed.

The School reserves the right to assign an employee to fill a shift vacancy (whether short-term or long-term) if attempts to locate volunteers (in accordance with this section) are unsuccessful.

## **ARTICLE XI. LEAVES**

### **A. Sick Leave**

All sick leave days will be awarded on the first day of the fiscal year.

Employees shall receive fourteen (14) days sick leave per year. Employees who have more than five (5) continuous years of service at the School will receive fifteen (15) days of sick leave per year, beginning with the next fiscal year.

Sick leave may accumulate to a maximum of one hundred eighty (180) days accumulation. Any award of sick leave days that would exceed this limit will be reduced to avoid exceeding the limit.

Probationary employees shall not be permitted to use any accumulated days until the probationary period has been completed, and if a day is taken during this period, a per diem dock will occur.

Sick leave shall be interpreted to mean personal illness, personal disability and personal quarantine, and other circumstances as determined by the School. The School may require a certificate from a health care provider as a basis for pay during leave after an absence of 3 sick days or as the School may deem necessary in other cases. If the School does require a certificate as a basis for pay during leave of less than 3 sick days, the School shall pay the expenses incurred by the employee in obtaining the certificate. Failure of an employee to present such a certificate shall cause loss of daily pay for the affected days. The Executive Director or designee reserves the right to verify extended illness via a physician of the School's choice.

In September of each year, the School will provide an employee with a written statement setting forth the total sick leave credit.

Whenever an employee submits their letter (notification) to resign (including retirement) from the School, he/she shall only be able to use three (3) available sick leave days without an acceptable note from a physician if an employee resigns more than two (2) weeks in advance of their departure date and can only use two (2) available sick leave days without an acceptable note from a physician if an employee resigns with the standard two (2) week notice. Employees resigning with less than a two (2) week notice shall not be eligible for any available sick leave days unless they have an acceptable note from a physician.

An employee who requests use of a sick leave day must give notice at least eight (8) hours before the start of the employee's shift, if possible, or as soon as practicable if the onset of the illness occurs less than eight (8) hours before the start of the shift. Such notice must be given by the employee to his/her supervisor via an in-person conversation (face-to-face) or via a telephone conversation (voice-to-voice).

### **B. Personal Business Days**

1. Personal leave is time granted to employees for personal business, which cannot be handled outside of work hours. Unused personal leave shall

accumulate as sick leave at the end of the fiscal year (August 31).

2. Three (3) days at eight (8) hours straight time will be granted to employees for each fiscal year. One will be earned the first half of year of employment and two (2) the last half year (1.0 Sept/Feb and 2.0 Mar/Aug). Employees with more than five (5) years of uninterrupted experience shall have four (4) days for each fiscal year with two (2) days available in the first half year and two (2) days available in the last half.
3. Written application shall be made to the immediate supervisor at least three (3) days prior to the desired time of leave, unless in a case of emergency. Not more than one (1) employee will be approved for the same shift.
4. Personal leave shall not be granted for the first day preceding or the first day after a holiday. However unused personal leave days can be used in combination with approved vacation leave. Personal leave days cannot be used the first day or last day of the designed school year.

#### **C. Bereavement Leave**

Bereavement leave not to exceed four (4) working days shall be granted for death in the immediate family, defined as spouse, mother, father, sister, brother, child, step-child, step-parent, grandparent and grandchild. Bereavement leave of one (1) working day shall be granted for the death of an employee's present mother-in-law, present father-in-law, present brother-in-law, present sister-in-law, present son-in-law, and present daughter-in-law. All other bereavement leave shall be at the discretion of the Executive Director or designee. All bereavement leave shall be deducted from cumulative sick leave except five (5) days each year, that will not be deducted from sick leave if documentation of attendance is acceptable to the Administration, with the day only being available for a death in the "immediate family" as defined in this Section.

#### **D. Jury Duty Leave**

Any employee who is called to serve on Jury duty shall receive his/her full salary for the time he/she serves on the jury, provided the jury pay received for serving is submitted back to the School. Notice of being summoned to jury duty has to be forwarded to the Executive Director or designee within ten (10) days of service time or the day after receipt of such notice.

#### **E. Unpaid Leave of Absence**

An unpaid leave of absence, other than maternity leave, may be granted only to an employee who has successfully completed the probationary period set forth in Article VIII.F. At the expiration date of the leave the employee is expected to return to duty or submit a letter of resignation. The absence of either action will automatically result in termination of employment. The employee will notify the Executive Director or designee in writing of his/her intention to resume his/her position or resignation sixty (60) calendar days prior to the termination of the leave. A leave of absence remains subject to approval or disapproval of the Executive Director or designee.

The appropriate procedures are provided:

1. A written request is submitted to the Executive Director or designee sixty (60) calendar days prior to the beginning date of the leave of absence.
2. The written request must specify the exact requested beginning and ending date for the leave of absence.
3. Leave of absence will be without pay or fringe benefits. An employee may retain the health insurance coverage by paying the health insurance premium during approved leave of absence, if approved by the insurance carrier.
4. A leave of absence may be granted for up to one (1) full year for reasons of maternity, child care, study for educational purposes, or serious illness affecting the employee or his/her immediate family, or other extenuating circumstances as approved by the Executive Director or designee.
5. A leave of absence must be scheduled to provide minimum interruption to the School. Length of service credit will not accrue while the employee is on an unpaid approved leave of absence in excess of three (3) months.
6. Upon notifying the Executive Director or designee of his/her intent to return, every reasonable effort shall be made to restore the employee to a position in his/her classification, if such position is available.

**F. Professional Conferences/InService Attendance**

1. Notice of professional conferences, seminars, workshops, etc., to School personnel shall be given via email, internal mail, newsletter, or posted announcement, as directed by the Administration. All paraprofessionals shall attend mandatory in-service meetings, unless relieved of such obligation in writing by the Administrator or designee. Requests to be relieved of an in-service obligation shall be made in writing to the Administration at least two weeks in advance of a scheduled in-service. When attendance at such meetings is mandatory, as arranged by the Executive Director or designee, any employee required to attend such a meeting shall be paid their regular salary for such attendance, if attendance occurs at a time normally scheduled to work.
2. The School will reimburse employees for appropriate expenses, such as registration, mileage and meals, subject to maximum limits on meals established by the School, when attending any mandatory meetings.
3. When employees are assigned to field trips, admission fees, if any, shall be paid by the School.

## **G. Staff Development**

Staff development is an integral part of the program at the School. Therefore, the Executive Director or designee will organize such activities as are deemed necessary with advance notice of four (4) working days being provided to affected employees.

When such activities are scheduled outside of the School, employees will be reimbursed for expenses, if any, in accordance with the School's procedures.

## **H. Tuition Reimbursement Plan**

Employees completing pre-approved courses that are job related, with the final grade being a "C" or better, shall be eligible for up to one hundred dollars (\$100.00) reimbursement along with up to twenty-five dollars (\$25.00) for books, in accordance with the provisions of the Section. The maximum number of employees receiving the \$100.00 each year shall be four (4), with two (2) being in the fall semester and two (2) being the spring semester each year. Employees interested in being considered for reimbursement need to secure pre-approval prior to September 1<sup>st</sup> for the fall courses and prior to January 1<sup>st</sup> for the spring courses. Upon determining the number of eligible requests each semester, the Executive Director or designee shall conduct a lottery to determine the two (2) individuals who will receive the reimbursement at the conclusion of the course. Every reasonable effort will be made to conduct the lottery in advance of the scheduled courses. The total expenditure each year shall be four hundred dollars (\$400.00).

Courses will only be pre-approved if they do not interrupt an employee's regularly scheduled assignment. In addition, all employees will not be permitted to use their lunch hour or scheduled breaks to attend courses.

## **I. Union Leave**

Upon written request of the Union, an employee shall be released from work (wages to be paid by the Union - benefits to be paid by the School) for a maximum of five (5) working days per year, for assignments to the Union's Member Organizing Program or for other Union related assignments.

Such leave could involve two (2) employees over the course of a year, but would not exceed five (5) working days per year total. Each written request shall be filed at least two (2) weeks in advance of the requested date.

## **J. Executive Board Leave**

One (1) employee, who is elected to a position of the Executive Board of Local 20, shall be granted time off without pay once a month to participate in Executive Board meetings.

## **K. Workers Compensation Leave**

All employees are covered by a worker's compensation policy maintained by PRC in accordance with the Illinois Workers' Compensation Act.

An employee who incurs a job-related injury must report the injury to his or her supervisor or administrator immediately. Notice of the injury should include the date and location of the accident, and a written explanation of the injury. Occupational illnesses also must be reported immediately, with similar details being provided.

## **ARTICLE XII. HOLIDAYS**

### **A. Recognized Holidays**

Days that are recognized as holidays include the following:

#### Minor Holidays

Columbus Day  
Veteran's Day  
Labor Day  
M.L. King's Birthday  
Memorial Day  
President's Day  
Juneteenth  
Good Friday  
Easter Sunday  
Christmas Eve  
New Year's Eve

#### Major Holidays

Independence Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

In the event any of the above days become "commemorative", then the affected days will no longer be recognized holidays.

### **B. Eligibility for Holiday Pay**

To be eligible for holiday pay, an employee must work his/her scheduled shift(s) on the calendar day(s) immediately before and after the holiday, unless an illness or injury can be verified to the satisfaction of the Administration.

An assigned employee who chooses not to work when he/she is scheduled to work on a holiday must use a pre-approved personal day or vacation day.

During a school closing period over Thanksgiving, employees will receive their regular pay if scheduled during Thanksgiving on the a.m., p.m. and dorm shifts.

### **C. Payment for Holiday Work**

If a holiday falls on a day on which an employee is scheduled to work on a holiday, that employee will be paid at time and one-half for Minor Holidays and double time for Major Holidays. When an employee works a double shift that falls entirely on a holiday, the affected employee shall receive the appropriate premium pay for the combined double shift. The final decision on all such schedules will be determined by the Administration.

## **ARTICLE XIII. VACATIONS**

### **A. General Conditions**

Vacation benefits for employees are retroactive to the first day of employment on a regular scheduled basis and will be fully credited after the sixty (60) day probationary period has been completed. Vacations must be requested at least seven (7) days before the first scheduled vacation day, with a maximum of three (3) employees being approved for a given shift, at the discretion of the Administration. Within 7 days after a vacation request is submitted, the Administration will notify the employee of the decision to approve or deny the request.

### **B. Amount of Days**

Vacation days are earned in accordance with the schedule provided below. Full-time employees earn a total of fourteen (14) vacation days per fiscal year. Upon completing five (5) years of service, a full-time employee shall be eligible for eighteen (18) days. Employees completing ten (10) years of continuous service will be eligible for twenty-one (21) days. Employees completing fifteen (15) years of continuous service will be eligible for twenty-three (23) days. Employees completing twenty (20) years of continuous service will be eligible for twenty-four (24) days. Vacation time cannot be used until at least six (6) days have been accumulated. The availability of vacation days shall be posted in September and March. All increases in vacation time based upon years of service will take effect with the start of the next following fiscal year.

With reference to providing vacation pay in advance if a vacation request is four (4) days or more, such a request will be processed for possible payment if the request is made in a timely manner to be included on the payroll time sheet provided to the Administrative District.

Vacation days are earned in accordance with the following schedule:

MONTH POSTED	NEW HIRES	5+ YEARS OF CONTINUOUS SERVICE	10+ YEARS OF CONTINUOUS SERVICE	15+ YEARS OF CONTINUOUS SERVICE	20+ YEARS OF CONTINUOUS SERVICE
September	1	2.5	1.5	2.5	3.5
October	1	1	1.5	1.5	1.5
November	3	4	4.5	5.5	5.5
December	1	1	1.5	1.5	1.5
January	1	1	1.5	1.5	1.5
February	1	1	1.5	1.5	1.5
March	1	2.5	1.5	1.5	1.5
April	1	1	1.5	1.5	1.5
May	1	1	1.5	1.5	1.5
June	1	1	1.5	1.5	1.5
July	1	1	1.5	1.5	1.5
August	1	1	1.5	1.5	1.5
Total Benefit Days	14	18	21	23	24



\*Total amounts are posted at the beginning of the fiscal year, if the employee leaves their employment prior to the end of the fiscal year, the amounts will be prorated.

**C. Accumulation**

Employees may carry over unused vacation days from fiscal year to fiscal year. Carryover is limited to twenty (20) vacation days.

**D. Holiday Periods**

When a holiday falls on an employee's regular scheduled workday during the employee's vacation period, the employee's vacation will be extended by one (1) day.

## **ARTICLE XIV. EFFECT AND DURATION OF AGREEMENT**

### **A. Period Covered - Term of Agreement**

This Agreement shall be in effect on the signatory date and shall continue in full force and effect until August 31, 2021. The language changes are not retroactive.

### **B. Content of Agreement**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the School and Union. Both parties acknowledge that during the negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights, which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive School prerogatives.

### **C. Changes**

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written agreement.

### **D. Separability**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **E. Previous Agreements**

It is agreed that this Agreement contains the full and complete content between the School and the Union on all bargainable issues. All prior agreements, including any written and/or verbal commitments, on any issue are void and of no force and effect. It is understood that any current attendance incentive program will continue.

### **F. Negotiations**

Negotiations covering a future Agreement shall commence no later than July 1, 2026. However, the parties agree to negotiate salaries (wages) and insurance separately for fiscal years 2022-2023, 2023-2024, 2024-2025, and 2025-2026.

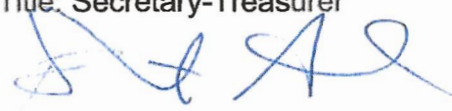
**ARTICLE XV. ACCEPTANCE OF AGREEMENT**

This Agreement is signed the 13 day of December, 2021.


IN WITNESS, WHEREOF:

Service Employees International Union,  
Local 73, SEIU CTW

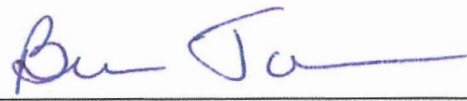
  
By: Joseph Richert  
Title: Secretary-Treasurer

  
By: Robert Anderson  
Union Staff Representative, Local 73

  
By: Sherice Powell  
Union Staff Representative, Local 73

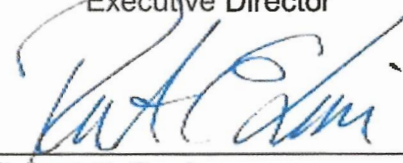
  
Timothy R. Ball  
Negotiator

Philip J. Rock Center  
and School

  
By: Ms. Bonnie Jordan  
Executive Director

West 40 Intermediate Service Center,  
as Administrative Agent for the  
Philip J. Rock Center and School

  
By: Dr. Mark Klaisner  
Executive Director

  
Robert E. Swain  
Negotiator

## APPENDIX A

### HOURLY WAGE RATES

#### *Wage Increases for Existing Employees*

For the time period from 9/1/2021 to 8/31/2022, each bargaining unit employee who has been employed since before September 1, 2021 will receive an increase of 5% over his/her wage rate for 9/1/2020-8/31/2021. Increases will be retroactive to 9/1/2021.

#### *Wage Rates for New Hires*

Wage rates for bargaining unit members first hired on or after September 1, 2021 shall be as follows:

For Paraprofessionals, Dorm Parents, and Kitchen Employees:

<i>Qualifications</i>	<i>Beginning Rate</i>
Fewer than 2 years of college	\$15.00
Between 2 and 4 years of college, or 3 years relevant experience	\$15.25
4 or more years of college, with a valid PEL (Professional Educator License) or 5 years relevant experience	\$15.50

#### *Weekend Differential*

A weekend differential of one dollar and seventy-five cents (\$1.75) per hour will be paid to employees who work any shift on Saturday or Sunday.

#### *Longevity*

All employees with more than ten (10) continuous years of service on September 1, 2016, shall receive a one-time increase of twenty cents (\$.20) per hour. In subsequent years, employees acquiring ten (10) continuous years of experience on September 1st shall receive a one-time increase of twenty cents (\$.20) per hour.

A one-time longevity bonus of \$400 will be paid to each member of the bargaining unit who has been employed for at least ten (10) continuous years of service as of September 1, 2016 and who remains employed as of the date on which the 2016/17-2021 Agreement is fully ratified, approved, and signed by all parties. Payment will be made in one lump sum, with the second payroll following the date on which the 2016/17-2021 Agreement is fully ratified, approved, and signed by all parties. This bonus will not be considered part of any employee's hourly wage rate, will not serve as the basis for any wage rate increase, and will not be included in any calculation for a wage rate increase.

### **Present Support Staff Employees**

Evaluation and increase for all support staff employees will be on September 1 each year. Salary increase may be denied for an unsatisfactory evaluation. The employee will be informed in writing of the deficiencies and given suggestions for improvement. If employee improves sufficiently he/she will receive the normal increase at the next six months' evaluation. In the event an employee would like to appeal the decision regarding an unsatisfactory evaluation from his/her supervisor, an appointment will be arranged with the Executive Director or designee within ten (10) days of receiving the unsatisfactory evaluation if the affected employee requests such a meeting in writing. The affected employee shall have the right of representation during the scheduled meeting.

## APPENDIX B

### INSURANCE

For the time period from 9/1/2021 to 8/31/2022, for each eligible full-time employee:

1. Health Insurance

- a. For any HMO coverage, PRC shall contribute 95% of the monthly HMO premium cost and the employee shall contribute 5% of the monthly HMO premium cost.
- b. For any PPO coverage, PRC shall contribute 70% of the monthly PPO premium cost and the employee shall contribute 30% of the monthly PPO premium cost.
- c. The monthly premium shall be the responsibility of the employee through payroll deduction.

2. Dental Insurance

Employees shall contribute toward dental insurance premiums as follows:

<i>Plan</i>	<i>Employee Single Coverage</i>	<i>Employee + 1 Coverage</i>	<i>Family Coverage</i>
Dental HMO	\$0	\$2.02 per month	\$5.70 per month
Dental PPO	\$0	\$5.64 per month	\$27.32 per month

The monthly premium shall be the responsibility of the employee through payroll deduction.

3. Life Insurance: PRC shall provide full-time employees covered by this Agreement \$50,000 in group term life insurance.

Procedures covering all of the above policies shall be established by PRC and made available to the employees.

The selection of insurance carriers remains an exclusive prerogative of PRC.