AGREEMENT

between

BOARD OF EDUCATION

Of

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365-U

and the

VALLEY VIEW OFFICE PERSONNEL COUNCIL

of AFT/IFT Local 604, AFL-CIO

July 1, 2008-June 30, 2012

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ARTICLE I - GENERAL CONDITIONS OF AGREEMENT

1.1 PREAMBLE

1.11 This contractual agreement (hereinafter referred to as "the Agreement") is entered into by and between the Board of Education of School District 365U, in the State of Illinois (hereinafter referred to as "the Board"), and the Valley View Office Personnel Council, AFT-Local 604, IFT/AFT (hereinafter referred to as the "Union"). Any reference to members of the Bargaining Unit hereinafter shall be referred to as employee.

1.12 The Board and the Union recognize that the Union represents employees and that both parties have as their primary interest the welfare of students, the public welfare, quality education, and the welfare of all employees. Moreover, the Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it to carry out effectively its responsibilities delegated to it by the laws of the State of Illinois.

1.13 The Board and Union intend that this Agreement provide an effective and continuing means of communication between the parties as well as to provide for employment and working conditions, salary and fringe benefits, and other matters of mutual concern. Moreover, any action to implement salaries, benefits, or working conditions set forth in this Agreement will be taken in accordance with the provisions of this Agreement.

1.14 The Board and Union further recognize that this Agreement supersedes any and all prior agreements, practices, and policies concerning subjects contained herein.

1.15 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standards of the School Code, all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement.

1.16 This Agreement and all of its provisions are subject to the terms of the Illinois Educational Labor Relations Act.

1.2 RECOGNITION

1.21 The Board recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, working conditions, and terms and conditions of employment for all employees in the Bargaining Unit for all full-time and part-time employees in the titles of Executive Office Personnel, Professional Office Personnel I, Professional Office Personnel II, and Professional Office Personnel III.

1.22 The Board also agrees that all work traditionally performed by the Secretary/Clerical staff shall continue to be performed by them.

1.3 SCOPE

1.31 The employer shall not meet, discuss, confer, subsidize, or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages and working conditions for the members of this bargaining unit. Nor shall the employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

1.32 No changes in working conditions not provided for herein, and within the scope of negotiations under Illinois law, shall be made except after negotiation with the Union.

1.4 FAIR PRACTICES

1.41 The Board and the Union shall continue their policies of equal employment or membership of all employees regardless of race, color, creed, age, national origin, sex, handicapping condition, marital status, membership or lack of membership in the employees' organizations. The employee shall have the right to join or not to join the Union without restraint.

1.42 The Board and the Union shall administer all their policies uniformly and fairly.

1.43 Both parties to this Agreement believe that the services of the employees are essential to the success of the educational program of the district. Therefore, all employees shall be dealt with in a professional and ethical manner. In addition, it is recognized that a congenial and cooperative atmosphere is necessary for maximum productivity.

1.5 INTEGRITY OF THE BARGAINING UNIT

The employer recognizes the integrity of the Bargaining Unit, and will not take any action directed at eroding it. The employer will assign Bargaining Unit work to Bargaining Unit employees, however, the employment of substitute, temporary or emergency employees to supplement bargaining employee's work on a temporary basis shall not be considered an erosion of the Bargaining Unit.

1.6 MANAGEMENT RIGHTS

The Board retains and reserves unto itself all powers, rights, duties, and responsibilities conferred upon and vested in it by the statues of the State of Illinois.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

1.7 NO STRIKE

The Union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this Agreement.

1.8 DURATION AND TERMINATION

1.81 This Agreement shall constitute the entire agreement between the parties and concludes collective bargaining for the term beginning July 1, 2008 through June 30, 2012 . The parties herein agree to the following conditions:

1 The contract shall continue thereafter unless either party gives written notice of its desire to modify or terminate this Agreement on or before April 1, 2012 or on or before any subsequent April 1.

2 Upon receipt or such notice, negotiations shall commence as of the date following the giving of notice and shall continue until a new or revised Agreement is reached.

3 The contract may be reopened at any time by mutual consent.

1.82 The Board of Education shall be responsible to secure sufficient printed copies of the Contract for the needs of the Board and the Union, and one copy for each employee.

ARTICLE II - UNION-BOARD RELATIONS

2.1 HIRING

The Board shall notify the Union within ten (10) working days of the hiring of any employee covered by this Agreement. The new employee's name, address, date of hire, job title/classification, starting step and salary, and department shall be provided in this notice to the Union.

2.2 NEW CLASSIFICATIONS

The employer shall promptly notify the Union of its decision to propose any and all new classifications. The Board agrees to discuss and consider any major and important changes in existing work rules and job responsibilities or any major changes in job classification or creation of new positions within the bargaining unit with the Union.

2.3 BIDDING

The opportunity to bid on any new position or vacancy shall be guaranteed the Bargaining Unit members in accordance with the Agreement.

2.4 UNION/SUPERINTENDENT MEETINGS

The Superintendent or designee, if requested, shall meet as needed with representatives of the Union to discuss matters relating to the implementation of this Agreement as well as matters of mutual concern.

2.5 INFORMATION TO THE UNION

Within a reasonable time period, the Board shall furnish the Union President with germane public documents, including but not limited to the following:

a. Official minutes of the Board;
b. Board policy manual;
c. Annual auditor's report and management letters, which have been made public;
d. Current fiscal year budget;
e. Statistical information, not including employees' names, pertaining to step placement, and present insurance coverage as is presently given;
f. Directory, including home addresses and listed telephone numbers only if authorized by the employee;
g. General Seniority List;
h. Seniority by Classification lists.

2.6 MEETINGS, NOTICES, AND GENERAL INFORMATION

2.61 The Union may hold meetings on District property upon approval of the building administrator.

2.62 The Union and/or duly authorized representatives of the Union shall have the right to use the inter-building delivery system, e-mail, school mailboxes and bulletin boards for the purpose of Union documented communications providing such business does not interfere with the educational processes and shall be subject to termination upon order of the building administrator. It is further understood that such an order is to be issued only when the education process is interrupted.

2.63 The Union shall be allowed reasonable use of typewriters, copying equipment, computers, and audio visual equipment upon approval of the administration. The Union will pay for all consumable materials used. No school equipment shall be removed from the premises or used for political purposes.

2.7 DUES CHECK OFF

The Board shall deduct from the regular paycheck of each employee, from whom it receives written authorization to do so, the required amount of Union dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper union officer by the first day of the succeeding month after such deductions are made. Deductions shall continue unless and until the authorization is withdrawn by the employee by written notice to the Union Treasurer.

2.8 FAIR SHARE

2.81 All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or sixty (60) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union, each month, their fair share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal law.

2.82 Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.

2.83 Upon receipt of said affidavit the Board shall provide information to the Union to assist the Union in ascertaining the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.

2.84 The procedures employed for the implementation of fair share and the rules for the implementation of fair share shall be those established by the Educational Labor Relations Act, Ill. Rev. Stat. Ch. 48, Sec. 1711 and by the Illinois Educational Labor Relations Board.

2.85 If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt and comply with said decision, notify the Board to reduce deductions from the earnings of non-members to said prescribed amount, and otherwise comply with said decision.

2.86 The Board shall use its best efforts to comply with the provisions of the Article, and shall not be liable for inadvertent errors or omissions and the like in Sections 2, 3 and 4 above.

2.87 The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of defense thereof and attorneys' fees therewith in any manner resulting from or arising out of or connected with this Agreement or this Article or the consequences therefore or that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE III - UNION RIGHTS

3.1 UNION ACTIVITY DURING WORKING HOURS

Employees shall, with permission of the Board, after giving appropriate notice to their Supervisor, be allowed reasonable time off, with pay, during working hours to attend negotiations, grievance hearings, labor/ management meetings, committee meetings, and activities if such committees have been established by this Agreement, or meetings called or agreed to by the employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses, or grievant(s), and if such attendance does not substantially interfere with the employer's operations.

3.2 ACCESS TO WORK SITES BY UNION REPRESENTATIVES

The Board agrees that Local representatives and IFT/AFT staff representatives shall have reasonable access to the premises of the Board, giving notice upon arrival to the appropriate Board representative. Such visitations shall be for reasons of the negotiation and administration of this Agreement. By mutual agreement with the Board in emergency situations, IFT/AFT staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

3.3 UNION PRESIDENT RELEASED TIME

The Union President shall be granted release time of three days per month in order to conduct any necessary business of the organization. A substitute will be provided. Time may be used in 1/2 day segments.

3.4 UNION LEAVE

The Board shall grant a leave of absence without loss of pay to two (2) representatives of the Union for up to three (3) days each to attend local, state or national conferences and/or conventions or other pertinent Union business or affairs.

ARTICLE IV - WORK SCHEDULES & WORK RATES

4.1 JOB DESCRIPTIONS & CLASSIFICATIONS

Each employee shall be given a job description for their job classification that shall specify general duties and tasks of the job. A joint committee shall review job descriptions and recommend changes as needed.

4.11 *Job Classifications*

Executive Office Personnel
Professional Office Personnel I
Professional Office Personnel II
Professional Office Personnel III

The above classifications defined:

CLASSIFICATION - EXECUTIVE OFFICE PERSONNEL

Executive Office Personnel are 228 day employees. Some Executives may work extended days based upon District needs. Their positions require a high degree of decision-making ability and they should possess above average skills for the demands that are placed upon them. They must be able to demonstrate that they are capable of performing above average work in one or more of the following areas:

1. an ability to be highly organized in their tasks and be able to make decisions on their own when necessary;
2. to be able to communicate effectively with people either in person or on the

phone;
3. to possess an above average ability to type (where required);
4. to be able to work in advanced accounting, purchasing, or payroll situations (where required);
5. to show mature judgment when handling confidential information, correspondence, etc;
6. requires the ability to work effectively with supervision that may be only general instructions and complete tasks with-out constant recourse to supervisor's advice or counsel;
7. may require partial responsibility for directing the efforts of others.

CLASSIFICATION - PROFESSIONAL OFFICE PERSONNEL I

Professional Office Personnel I are employees who work 210 days a year. Some Professionals may work extended days based upon District needs. Their positions require some degree of specialized training in the areas where they are employed. Professional Office Personnel I must be able to demonstrate that they are capable to perform average work in one or more of the following areas:

1. to be able to demonstrate analytical ability in identifying significant elements of their responsibility and carry out their tasks in a logical sequence;
2. to be able to communicate effectively with people in a clear and understanding manner;
3. to be able to demonstrate a reasonable degree of proficiency in typing skills (where needed);
4. to have a working knowledge of basic office procedures and the operations of common office equipment and machines;
5. to be able to perform adequately accounting, purchasing, or payroll functions (where needed);
6. to be able to show mature judgment when handling confidential information, correspondence, etc;
7. to be able to work in a situation under supervision of general nature that would be usually limited to a systematic check of results.

CLASSIFICATION - PROFESSIONAL OFFICE PERSONNEL II

Professional Office Personnel II are employees who are contracted 200 days per year. Some Professional Office Personnel II may work extended days based upon District needs. They work when students are in school, performing office tasks of a routine nature. Professional Office Personnel II must be able to demonstrate that they can perform adequately in one or more of the following areas:

1. to be able to type with a reasonable degree of proficiency;
2. to be able to maintain a variety of records and perform record keeping duties of a general nature;
3. to be able to demonstrate a working knowledge of basic office procedures and office equipment and machines;
4. to be able to have rapport when dealing with other employees and supervisors;
5. to show mature judgment if asked to handle confidential information;
6. requires supervision usually involving general instructions only and has recourse to supervision when required.

CLASSIFICATION - PROFESSIONAL OFFICE PERSONNEL III

Part-time Office Personnel will be Professional III classification and shall work from four (4) hours up to six (6) hours per day, 185 days per year. Some Professional Office Personnel III may work extended days based upon the District needs. Professional Office Personnel III must be able to demonstrate that they can perform adequately in one or more of the following areas:

1. to be able to type with a reasonable degree of proficiency;

2. to be able to maintain a variety of records and perform record keeping duties of a general nature;
3. to be able to demonstrate a working knowledge of basic office procedures and office equipment and machines;
4. to be able to have rapport when dealing with other employees and supervisors;
5. to show mature judgment if asked to handle confidential information;
6. requires supervision usually involving general instructions only and has recourse to supervision when required.

4.2 WORKING HOURS

Full-time office personnel will work eight (8) hours per day. The normal work day shall be divided into two sessions, not necessarily the same length. The sessions shall be separated by the unpaid thirty (30) minute lunch period. A rest period of fifteen (15) minutes for relaxation and relief from fatigue shall be permitted once in the morning and once in the afternoon.

Part-time office personnel will be Professional III classification and shall work from four (4) hours up to six (6) hours per day. Office Personnel who work more than four (4) hours per day shall be given a fifteen (15) minute rest period.

4.3 OVERTIME PAY

Full-time office personnel will receive overtime for time worked in excess of forty (40) hours in a work week. Part-time office personnel will receive overtime for time worked in excess of thirty (30) hours in a work week. All overtime hours must be pre-approved by the immediate supervisor. Compensatory time shall be granted instead of overtime pay at the employee's option. Compensatory time must be pre-approved by the immediate supervisor and accurately reported on the Compensatory Time Log (Appendix F) which will be kept by the immediate supervisor and/or employee.

Overtime payment is at one and one-half (1 ½) time the straight rate. Compensatory time will be granted on the same basis.

Employees required to work on Sunday shall be paid double time.

4.4 SUBSTITUTE OFFICE PERSONNEL

During the working year every effort will be made to provide a substitute secretary on the first day of absence. It is recognized that there is a limited pool of qualified substitutes so that it may not be possible or practical to employ a substitute secretary in all cases. In-district employees who substitute for office personnel will be paid at their current rate of pay.

4.5 JOB SKILLS

If the employer requires a new skill or technological knowledge that the employee does not possess, the employee shall be provided with the necessary training.

4.6 SECURITY RESPONSIBILITY

In the event that Office Personnel will be required to be in a building alone, arrangements will be made, in advance, with the principal. These arrangements must be mutually agreeable.

4.7 WORK YEAR/SCHOOL CALENDAR ALIGNMENT

When scheduling the work year for employees within the work year definitions of this Article 4, there shall be a general expectation that the work year shall include the school days as reflected in the school calendar.

ARTICLE V - SENIORITY/DISCIPLINE

5.1 PROBATIONARY PERIOD

New office employees shall be considered probationary employees for a period of 90 working days. At any time during the 90 working days the administrative supervisor shall send a written evaluation to the Personnel administrator with a recommendation to retain or discharge.

At any time during the probationary period, a newly hired employee is subject to discharge upon the written recommendation of the administrative supervisor and with the concurrence of the Personnel Administrator. New office employees shall not have access to the grievance procedure in regard to their discharge. Office employees that are not new but rather are transferring to a higher classification or to a different position within the same classification shall have the right to return to their previous position if they fail to satisfactorily complete the probationary period in their new classification. In such case, the replacement employee shall also have the right to return to their previous position if they were previously employed by the District. The District shall have no further employment obligation to a replacement employee who was not previously employed by the District.

The employee's right to transfer to their previous position if they fail to satisfactorily complete the probationary period, shall not be construed as inhibiting the District's ability to commence dismissal procedures, if the employee has omitted or committed an act or conduct which would be sufficient grounds for dismissal.

Existing employees should reference 7.1 (Evaluation).

The employee's salary will not be affected by the probationary period.

5.2 SENIORITY DEFINED

The Board shall recognize seniority and the District Personnel Office shall keep an up-to-date list of all employees in accordance with the following definition:

"Seniority" is defined as the length of service with District 365U within job classification and shall accumulate from the date of "original hire" within the VVOP bargaining unit on a full-time basis. "Date of Original Hire" shall be the employee's start date. In cases of ties in the start date, the Board Approval Date shall be used next, followed by the Date of Application. Employees who move from one job classification to another within the bargaining unit shall be able to transfer seniority. They shall also be permitted to retain past seniority in any prior job classification within the VVOP bargaining unit but shall not continue to accrue seniority in job classification unless returned to such job classification. Any ties in seniority shall be broken by the following sequence: part-time service with the VVOP bargaining unit, followed by any service for the District in any other bargaining unit, followed by lottery.

5.3 DISCIPLINE

5.31 *Definition*

Disciplinary action or measures shall include only the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Dismissal (By authorization of the Assistant Superintendent for Human Resources, notice to be given in writing)

The disciplinary action or measures taken shall be reasonably related to the severity and nature of the offense committed.

5.32 ***Disciplinary action***

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Within the meaning of this section, the phrase "responsibilities as an employee" includes not only job performance but also the conduct of the employee to the extent such conduct has some reasonable relevance to the workplace. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Notice shall be given by the administrator, in writing, of the observed deficiencies of the employee and mention made that the lack of improvement or correction may result in disciplinary action.

If any disciplinary action is taken by the Human Resources Department, it shall be appropriate and reasonable according to the situation. In addition, the employee being disciplined will be given a notice, in writing, specifying the action that is being taken. Disciplinary action shall be carried out in a manner that will not embarrass the employee before other employees or the public except in emergency cases where health and safety are immediately affected. Minor reprimands, for any one instance, shall be withdrawn from the employee's file after one (1) year.

5.33 ***Safety***

All office personnel will follow safety procedures provided by the school district. No employee shall be required to work in an unsafe environment or asked to perform duties that would jeopardize their safety.

5.34 ***Employee notification and rights***

Prior to informing the employee of a contemplated measure of discipline, there shall be a hearing. The employer shall notify the employee of the right to have representation present and the employee shall be entitled to such. The employer shall also provide the employee with any name of witnesses and copies of pertinent documents.

5.4 PERSONNEL FILES

Upon written request, an employee shall have the right to review and have reproduced at his/her own expense all materials in the employee's personnel file, with the exception of confidential references used by the employer to secure a position. Such review and reproduction shall be in the presence of the Director of Personnel.

Each employee shall have the right to insert material in the employee's personnel file that is relevant to the employee's service, including the right to reply to any material in the personnel file, at any time.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in an employee's personnel file unless the employee receives a copy of such material and notification that said material is being placed in the file(s).

ARTICLE VI - VACANCIES, BIDDING & TRANSFERS

6.1 VACANCIES & BIDDING

6.11 The Personnel Administrator shall make available a listing of all vacancies, newly created positions or other positions covered by this Agreement as they occur.

Said listing/posting shall be made known to employees through the District's website.

1 The Personnel Department will post all openings for five (5) work days and may advertise in the media at the same time.
2. Application for vacancies will be considered from within the regular office personnel first, with seniority and qualifications to be considered.
3. Applicants for vacant positions from within the District will be given preference if qualifications are nearly equal to those of the outside applicant. All internal applicants who are qualified shall be afforded interviews.
4. Employees who are promoted to a higher grade within the unit will be placed upon the salary schedule of the new grade in accordance with the following: Employees who are upgraded shall move horizontally across the salary schedule from their current lane placement to the same line placement on the lane to which they were promoted.
5. Notification of all existing vacancies/positions will be sent to the Union. Notification will also be sent to each employee who has filed a stamped, self-addressed envelope with the Personnel Office for the express purpose of receiving notification of specific vacancies/positions.

6.2 INVOLUNTARY TRANSFER

6.21 When dictated by the needs of the District or when there is a reduction in the number of employee assignments which results in the necessity of transferring an employee, the employee with the least seniority will be considered for transfer . Such transfers will be made by written notice after consultation with those involved.

6.22 Any office personnel affected by such a transfer shall be given a preference on the basis of seniority for assignments from among those available positions provided qualifications are suitable to fill the existing vacancy. Said employees will also have a prior right to return on the basis of seniority to the original building or category of position from which they were transferred should those positions become available.

6.23 Office personnel affected by this provision shall have proper training, instruction, and transition time when transferred to a new position.

6.3 RELEASE AND RECALL POLICIES

6.31 If any educational support personnel employee is removed or dismissed as a result of a decision of the school board to decrease the number of educational support personnel employees employed by the board or to discontinue some particular type of educational support service, written notice shall be mailed to the employee and also given the employee either by certified mail, return receipt requested or personal delivery with receipt at least 30 days before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefore.

Prior to being released, a consultation will be held with the appropriate supervisory personnel and the employee whose position is being removed.

In the case of an employee(s) whose position is being eliminated, within the respective category of position/classification by District Seniority, the affected employee shall be allowed to displace or "bump" the employee with the least District Seniority within their category of position/classification. If no one within their category of position/classification has less district seniority than the employee whose position was eliminated, then the employee shall have the right to a position in the next lowest subsequent category and be allowed to displace/bump the employee with the least District Seniority within that category of position/classification provided they have greater seniority than the employee to be displaced or "bumped". This procedure shall continue in the same manner as described above until such time as a position is secured or all categories are exhausted.

An employee placed in the above procedure shall also have the right to a position in the same manner as described above.

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position/classification shall be tendered to the employees so removed or dismissed from that category of position according to the district seniority they had at the time of their release. Employees shall return to the position they held prior to release, if vacant. If said position no longer exists, then the employee will be placed in a comparable position in the category of position/classification which they occupied at the time of their release, if vacant. If there are no positions available in their category of position/classification then they will be placed in the next subsequent lower category of position/classification, if vacant, by District Seniority. This procedure of placement shall continue until such time as a position is secured or all categories are exhausted.

Seniority is defined in Article 5.2 of this contractual agreement.

If the employee is released and recalled to a position within the timeframe specified above, for the purposes of this section, it will not constitute a break in service and the employee will not incur any loss in district seniority, however seniority shall not accrue while on recall.

Upon tendering of any vacancy during the recall period, the employee must notify the Superintendent or designee of the acceptance of the position within ten (10) calendar days of receiving, by certified mail, notice of the vacancy. If the district fails to hear from the employee within then (10) days, the employee shall no longer be entitled to the offered vacancy but will remain on the recall list fro the next available vacancy for the recall period, and subject to the same procedure.

6.32 Effective the 1993-94 school year and thereafter:

1. If a released employee is not recalled within six (6) months from first day of release, said employee will receive twenty-five ($25) for each accumulated sick day.
2. If a released employee is re-employed within one (1) year, the employee shall regain all accumulated benefits accruing to him/her at the time of employee's release.

ARTICLE VII - EVALUATION

7.1 All office employees will be evaluated twice the first year after a successful probationary period of ninety (90) working days has been completed in the same job category. For those first year employees who successfully complete probation The evaluation conducted during the probationary period as required under Section 5.1 of this Agreement shall count as one of the two evaluations required during the employees first year. From the second year and thereafter, only one evaluation per year is required. The evaluations required by this Section 7.1 shall be the minimum required. If there are performance or conduct concerns, additional evaluations may be conducted.

7.2 Should an employee be placed in another category, the procedure mentioned in 7.1 will be used.

7.3 Evaluations will be made by the immediate supervisor. Either the employee or the immediate supervisor may request an additional evaluation by another qualified party.

7.4 Evaluations will be made on the form provided. See Appendix C.

7.5 When two evaluations are required, they will be made in writing by November 15 and May 25 of the year after the probationary evaluation. Single year evaluations should be completed by May 15.

ARTICLE VIII – OTHER WORKING CONDITIONS

8.1 HEALTH SERVICES

Under no circumstances, according to Illinois State Law, shall office personnel be required to dispense medication. Neither shall office personnel be required to perform duties normally carried out by school nurses except in emergency situations.

Should employees provide first-aid assistance to student(s), said employee shall be covered by the District's liability insurance.

First aid classes will be offered to all office employees on a voluntary basis.

8.2 PROFESSIONAL GROWTH

Monies will be allocated for professional growth to be used by the Union to contract in-district workshops or to send representatives to professional meetings or workshops out of the district, at no loss of pay or benefits. Workshops and/or meetings will be recommended by the Union with the approval of the Personnel Administrator.

8.3 TUITION REIMBURSEMENT

The Board of Education will contribute towards the tuition cost of Office Personnel employees for pre-approved undergraduate/graduate level courses. During the term of this agreement $15,000 will be allocated annually for the use of tuition reimbursement. There shall be two (2) tuition reimbursement pay periods, with $7,500 allocated for each period. When the requests exceed that budget allocation, the per credit reimbursement shall be adjusted pro-rata, and documentation to that effect shall be provided to the Valley View Office Personnel Council. Any Office Personnel employee employed on a regular full-time employee contract who has completed two (2) years of satisfactory service and who has been notified of reemployment for the succeeding year may apply for reimbursement of tuition cost incurred in a study of credit at an accredited college/university (North Central, NCATE or equivalent). Such reimbursement will be granted for a maximum of six (6) semester hours (or equivalent) per year.

All courses must be pre-approved for reimbursement by the Superintendent or his/her designee using the following guidelines:

- Reimbursement will be provided for approved programs that, in the opinion of the Superintendent or his/her designee, lead to the enhancement of and/or improvement in the abilities of the employee within the realm of their employment.
- Reimbursement will be provided to Office Personnel Employees who have paid a tuition fee at his/her own expense. No reimbursement shall be given for a course taken with the use of a tuition waiver.
- Tuition will be reimbursed after the Part II Finalizing Form, official transcript and receipt showing proof of payment have been submitted to the Human Resources administrator. A grade of "B" or better or a "pass", if pass/fail course is offered, must be earned to qualify for tuition reimbursement.
- Office Personnel Employees will receive tuition reimbursement of eighty-five dollars ($85) per semester hour, to a maximum of six (6) semester hours per year. Payment shall not exceed the actual cost per credit. In the event the total approved requests exceed the dollar limitation allocated, payments will be prorated on a per credit basis. The reimbursement rate is based upon the rate in effect at the time of pre-approval.
- Office Personnel Employees on a leave of absence or who have attained the maximum lane on the applicable salary schedule will not be eligible for tuition reimbursement. In addition, Officer Personnel who submit an irrevocable notice of retirement to the District will not be eligible for tuition reimbursement.
- Video courses, on-line courses, travel courses and correspondence courses would be eligible for tuition reimbursement if taken from an accredited college/university, and if pre-approved by the Superintendent or his/her designee.

An Office Personnel Employee who applies for tuition reimbursement must agree to remain in Valley View School District (in writing) for a minimum of one (1) complete school year after payment of such reimbursement. If through his/her choice, employment is terminated before completing one (1) full school year of service after each such reimbursement, he/she will repay Valley View School District for such professional reimbursement.

Reimbursement shall be calculated from each July 1, through the following June 30. There shall be two (2) tuition reimbursement pay periods. The first pay period shall be prior to the December Winter Break with the deadline for submitting Part II Finalizing Request Forms, official transcripts and receipts to the Human Resources administrator by the preceding October 15. The second pay period shall be no later than the week of the first school board meeting in June with the deadline for submitting Part II Finalizing Request Forms, official transcripts and receipts to the Human Resources administrator by the preceding April 15. In the event an Office Personnel Employee misses the first applicable deadline, he/she may submit the Part II Finalizing Request Form provided that all coursework submitted for reimbursement shall be submitted no later than twelve (12) months after the course completion.

Tuition reimbursement shall be issued on a separate check from the regular paycheck.

The Part I Initializing Request Form shall be completed and submitted to the Human Resources administrator prior to the start of the course. A separate Part I Initializing Request Form must be completed for each course submitted for approval. Part I Initializing Request Forms submitted after the start of the course will be denied. A copy will be returned to the employee, and the original will be kept on file. When the course is completed, the employee shall submit the Part II Finalizing Request Form, official transcript and the college/university receipt for payment of tuition to the Human Resources administrator. Cancelled checks or money order receipts will not be sufficient.

8.4 TRAVELING EMPLOYEES

Employees traveling in personal vehicles for authorized District business shall be reimbursed at the per mile rate authorized by the IRS. Documentation of mileage must be submitted to the Business Office at the Administration Center on a district purchase requisition by June 1.

8.5 THEFT OR DAMAGE TO EMPLOYEE PERSONAL PROPERTY

8.51 If, through no fault of the employee, the personal property (excluding cash) of an employee is stolen or vandalized on District premises or while the property is being used by the employee on District business the Board shall reimburse the employee for said loss, or shall replace the property, provided the employee first reports the loss to the Police Department.

8.52 No claim for loss shall be honored by the Board unless prior to the loss the employee had completed and filed with the appropriate supervisor or member of administration, a Personal Property Statement form (a copy of which appears as Appendix E) describing the property.

8.53 This section shall apply only to property valued in the amount of fifty dollars ($50) or more.

8.54 To the extent that the employee may recover his loss through insurance coverage in effect on any property which is stolen or vandalized, the Board shall only be responsible for reimbursement of the employee's insurance deductible for his/her loss.

ARTICLE IX - LEAVES

9.1 SICK LEAVE AND FAMILY AND MEDICAL LEAVE ACT (FMLA)

The District and its employees agree to abide by the District's policy implementing the Family and Medical Leave Act (FMLA) of 1993 and as may hereafter be amended, and its regulations for all eligible employees in the bargaining unit.

Sick leave for full-time and part-time employees will be granted at the rate of one day for each 12 days contracted to work. Sick leave can accumulate to 240 days. If the employee notifies the Board of their intent to retire at the end of the work year, and such employee has accumulated at least 240 days sick leave as of the beginning of the work year, either of the following options shall be available to such employee:

1. The employee will be credited with 240 days of sick leave at retirement if the employee experiences a catastrophic illness or injury during this last year. A catastrophic illness is defined as a severe or prolonged illness or injury that poses an imminent threat of death or incapacitation to the employee.

2. The employee can use any or all sick days they have heretofore lost because of the 240-day cap (up to a maximum of 10 days less any personal days carried over from the previous year) for serious illness in the immediate family.

A doctor's certificate may be required after three consecutive days of illness.

Sick leave shall include absence on account of personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. For purposes of sick leave, immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-parents, step-brothers, step-sisters, and legal guardians.

For purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, "birth" shall not be interpreted to include a non-disability child-rearing leave. Child-rearing leaves shall be available in accordance with the terms of Section 9.3 of this Agreement and the provisions of the District's Family and Medical Leave Act Policy.

For purposes of this Section, "adoption" and "placement for adoption" shall include only those activities reasonably related and appropriate to the process for adoption or placement for adoption, including travel time where necessary.

Upon retiring from the District, in accordance with the regulations of the appropriate provisions of the Illinois Municipal Retirement Fund (IMRF), full-time office personnel shall receive twenty-five dollars ($25.00) for each unused sick day accumulated to 240 days. Similarly, part-time office personnel who work at least four (4) hours per day but less than six (6) hours per day shall receive twelve dollars and fifty cents ($12.50) for each unused sick leave day accumulated to 240 days. Part-time office personnel who work at least six (6) hours per day but less than full-time shall receive eighteen dollars and seventy-five cents ($18.75) for each unused sick leave day accumulated to 240 days.

Pay for unused sick leave days shall only be available for those days not used for creditable service with IMRF.

In the case of an employee transferring or being hired from another bargaining unit within the district, all accumulated sick and personal leave shall be retained from the original District seniority Hire Date. The above is at the employee's discretion.

9.2 PERSONAL LEAVE

Each school year, personal leave with pay and without deduction from sick leave, shall be granted for each full-time and part-time employee on the basis of one (1) day for each sixty (60) days of contracted time. "Personal Leave", as used in this section, may be taken for one of the following reasons:

1. Doctor or dentist appointment that cannot be scheduled at any other time;
2. Closing a home mortgage;
3. Attorney appointments, tax audits, court hearings that cannot be set except during school hours;
4. An emergency, or business over which the employee has no control and requires his/her immediate attention.

Notice of personal leave shall be given by the employee five (5) days in advance, whenever possible, by completing the application for personal leave checklist and submitting it to the appropriate administrator or supervisor. (See Appendix B) If the leave was for an emergency and the employee was not able to complete the form in advance, he/she shall complete it immediately upon return to work. The employee shall not be required to give explanation of the reason for the leave, but, by applying for such leave, the employee guarantees the personal leave is to be taken for the specific reason checked on the personal leave check list.

When administratively feasible, personal leave may be allowed for periods of less than a full work day.

Unused personal leave will be credited to cumulative sick leave.

9.3 MATERNITY/PATERNITY LEAVE OF ABSENCE

A leave of absence for maternity/paternity, foster or adoptive parenthood shall be permitted. An employee on such leave shall not receive compensation nor accrue seniority except for eligible sick leave as described below or to the extent required for leaves approved in accordance with the District policy regarding Family and Medical Leave Act ("FMLA"). Request for such leave shall be made to the administrative supervisor (copy to the Personnel Administrator).

Upon request from the employee, the Payroll Department will pay for the use of eligible sick days each regular pay period until the eligible sick leave has expired or until the birth of the child, whichever occurs first. It is the responsibility of the employee to notify the Personnel Department when the child is born.

The payment of sick leave salary will only commence as of the first day of the Board approved date for beginning of maternity/paternity leave.

Sick leave may be used after the birth of the child only as follows:

1. The employee must submit to the Personnel Office a doctor's statement indicating the date the employee is physically able to resume employment or, in the case of paternity leave, the date on which the employee's spouse is no longer disabled due to the pregnancy.

2. Sick leave will be paid each regular payday until the eligible sick leave has expired or the date the employee is physically able to return to work or, in the case of paternity leave, the date on which the employee's spouse is no longer disabled due to the pregnancy, whichever comes first.

An employee who suffers an interrupted pregnancy, stillborn, or the death of any child for whom she/he has received maternity/paternity leave may, upon written request to the Personnel Administrator, be reinstated after submitting a doctor's statement certifying satisfactory health and physical condition which warrant return to her/his normal and customary duties.

The Board shall continue the office employee's health, and hospital coverage for a period of two months after the birth of the child or as otherwise required by FMLA. In case of a miscarriage, the coverage shall continue for two months from said miscarriage or as otherwise required by FMLA. In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to the administrative supervisor (copy to the Personnel Administrator) at the time the employee has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the Personnel Office for a period of one year and renewable each succeeding year.

A maternity/paternity leave shall not exceed one year, unless mutually extended. Reinstatement must be requested sixty (60) days prior to return. A request for extension of a maternity/paternity leave shall be submitted to the Superintendent of Schools, of his/her designee, at least sixty (60) calendar days prior to the expiration date of the leave.

The employee may continue fringe benefits during unpaid leave by paying of own premiums except for Board health insurance payments to which an employee may be entitled pursuant to the FMLA.

Upon returning from maternity/paternity leave, an employee shall be entitled to the same position he/she held at the time the leave commenced, or to a comparable position.

9.4 CIVIC DUTY LEAVE

An employee shall be paid her/his regular salary for the period of any absences for which she/he is serving jury duty provided she/he reimburses the Business Office for the amount of jury duty pay.

9.5 LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay (such as physical incapacitation) may be granted by the Board upon recommendation of the Superintendent or his delegated representative for not more than twelve months. A written request for such leave must be made to the administrative supervisor (copy to the Personnel Administrator) accompanied by a statement completed by the attending physician.

The attending physician must provide, thirty (30) days prior to actual reinstatement, a statement certifying satisfactory health and physical condition which warrant return to normal and customary duties.

A written request will be made as early as possible.

An employee granted leave under this provision shall, upon return, be entitled to the same job held at the time the leave commenced or to a comparable position.

By contributions to the District, the employee on such leave will be given the opportunity, if qualified by the insurance company, to continue all insurance coverage provided by the District.

9.6 BEREAVEMENT LEAVE

Each full-time and part-time employee will be granted four (4) days of bereavement leave with pay. These days are non cumulative and each work year hereafter, the employee will have available four (4) days, with pay, for death in the immediate family as defined under Section 9.1 . Any additional bereavement days in a given year shall be covered in Section 9.1 (Sick Leave).

ARTICLE X - HOLIDAYS

10.1 HOLIDAYS

When any of the below listed holidays falls on a weekday, the office employees shall be given the day off without pay, except for Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day, which shall be with holiday pay. In the event any of the aforementioned paid holidays were to fall on a non-work day, the District shall designate an alternative day off with holiday pay.

INDEPENDENCE DAY
July 4th

LABOR DAY
First Monday in September

COLUMBUS DAY
Second Monday in October

VETERAN'S DAY
November

THANKSGIVING DAY
Fourth Thursday in November

CHRISTMAS EVE
December 24th

CHRISTMAS DAY
December 25th

NEW YEAR'S EVE
December 31st

NEW YEAR'S DAY
January 1st

MARTIN LUTHER KING'S BIRTHDAY
January

PRESIDENTS' DAY
February

PULASKI DAY
March

DAY BEFORE SPRING BREAK
March/April

MEMORIAL DAY
May

10.2 SCHOOL EMERGENCY CLOSING

When schools or buildings are officially closed for emergency purposes, the Office Personnel are excused for that day as per District guidelines. If only one building is closed, only the office staff of that building will be entitled to the day off with pay.

Office Personnel called to work when buildings are officially closed for the day will be paid at one and one-half times (1½) their computed hourly rate.

In no case should the employees be required to be in the building alone and/or have the sole responsibility for its security.

ARTICLE XI - INSURANCE

11.1 PREVENTIVE MEDICINE

The Board will provide flu shots and cold shots to all employees. These shots will be administered during the school year in the buildings on such dates deemed advisable by the physicians, Administration and the Union. Participation by the employees in this program shall be optional.

11.2 GROUP HEALTH INSURANCE

The Board will provide a Health Plan covering the negotiated benefits in Plan No. 20090101, Action Report 1108-3759. Those full-time employees hired before July 1, 1996, will receive Single or Family coverage with 100% of the premium paid by the District.

1. Beginning with the 1996-97 school year, all full-time employees hired by the District shall be entitled to receive individual group health coverage only upon payment of an annual premium of 25% of the average experience rate for single coverage. If such employees wish to obtain additional health coverage for any eligible family member, other than for himself/herself, the employee shall pay an annual premium equal to 21% of the average experience rate for family coverage. After 5 years of service with the District, an employee hired by the District shall be entitled to receive individual coverage without payment of the aforesaid premium. The employee may purchase family coverage at an annual premium equal to 21% of the average experience rate for family coverage. Upon employment, the employee receives information concerning the benefits of the plan. Health Insurance Booklets reflecting all negotiated changes must be provided by the District and distributed by the District to all eligible employees within ninety (90) days of said changes. A complete Plan Document for Group Health Insurance, reflecting any negotiated change(s), must be distributed to the President and Vice-President of the AFT no later than thirty (30) days from the date of said change(s).

2. The District will provide for one coverage per family in the event that more than one family member works in the District.

3. All full-time employees participating in the health plan will be provided prescription drug coverage and vision coverage. The Prescription Drug Program and the Vision Program will be in accordance with the benefits and eligibility provisions included in the Health Plan No. 20090101.

4. Upon termination of employment of an Employee, the District will stop coverage for said Employee at the end of the month following termination of employment (Example: If an employee resigns on Nov. 10, his/her coverage will stop on Nov. 30). COBRA will apply thereafter.

5. Upon the death of the Employee, the District shall continue his dependency coverage for at least ninety (90) calendar days after his death.

6. Employees on Sabbatical Leave shall be offered COBRA continuation.

7. Benefits will be provided in accordance with Health Plan No. 20090101.

8. Less than full-time employees who hold a position of at least thirty (30) hours per week shall be permitted to purchase District health insurance at the employee's own expense. Participation in such insurance shall be dependent on the employee's timely payment of such premiums by payroll deduction whenever possible.

11.3 DENTAL INSURANCE

The Valley View School District shall provide dental plan coverage to full-time employees in accordance with the benefits listed in Plan No. ____.

1. Effective January 1, 2009, dental coverage shall be optional and at the discretion of the Employee. The Board assumes no responsibility for payment of premiums for employee or dependent coverage, and each Employee who elects dental coverage shall be fully responsible for payment of premiums. The Board will allow dental insurance costs to be payroll deducted over the number of paychecks an employee receives.

2. Effective January 1, 2009, there shall be three categories available to those employees electing dental—coverage: Single (employee only) at an annual premium of $65, Employee +1 dependent (for employees who have only one eligible dependent) at an annual premium of $250, and Family Coverage (employee +2 or more dependents) at an annual premium of $500.

3. Less than full-time employees who hold a position of at least thirty (30) hours per week shall be permitted to purchase District dental insurance at the employee's own expense. Participation in such insurance shall be dependent on the employee's timely payment of such premiums by payroll deduction whenever possible.

11.4 GROUP LIFE INSURANCE

Group life insurance will be provided by the Board for all full-time employees while they are employed by the District. This policy shall be in the amount of Thirty Thousand Dollars ($30,000), Double Indemnity per employee. Permanently assigned part-time employees who are scheduled to work fifteen (15) hours per week or more may participate in the district's group life insurance plan provided they pay the premiums themselves. Life insurance premiums for the summer will be deducted from the last paycheck of the school year.

11.5 FLEX BENEFITS

Each full-time employee will be provided the opportunity to purchase a Pre-Tax Premium and Reimbursement Account Plan.

ARTICLE XII - RETIREMENT

12.1 Upon retiring from the District, in accordance with the regulations of the appropriate provisions of the Illinois Municipal Retirement Fund (IMRF) Act, full-time office personnel shall receive twenty-five dollars ($25.00) for each unused sick day accumulated to 240 days. Similarly, part-time office personnel who work at least four (4) hours per day but less than six (6) hours per day shall receive twelve dollars and fifty cents ($12.50) for each unused sick leave day accumulated to 240 days. Part-time office personnel who work at least six (6) hours per day but less than full-time shall receive eighteen dollars and seventy-five cents ($18.75) for each unused sick leave day accumulated to 240 days.

Pay for unused sick leave days shall only be available for those days not used for creditable service with IMRF.

12.2 Employees retiring from the Valley View Schools and immediately drawing Illinois Municipal Retirement Fund pension benefits, will be allowed to enroll in either District provided hospitalization insurance coverage (as provided for under COBRA) or any available Illinois Municipal Retirement Fund System hospitalization insurance coverage for which they are eligible (or any other health insurance) so long as the insurance companies writing such coverage continue to approve participation by the retirees.

The retiree will be responsible for the full amount of the premium applicable to the particular coverage, except that District 365U will contribute One Thousand Five Hundred Dollars ($1,500) per year for up to five (5) years for health insurance. The retiree shall receive the contribution of One Thousand Five Hundred Dollars ($1,500) for each year of service within District 365U up to a total of five (5) years. This payment can be deducted from the amount due District 365U if District provided coverage is selected or paid to the employee if an Illinois State Municipal Retirement System coverage is available and selected or any other health insurance.

12.3 The Early Retirement Option set forth below will be offered to Office Personnel every year during the length of the contract. Office Personnel who have reached age 55 and who have at least eight (8) years of service with IMRF and the District may opt to take this Early Retirement Option. Request to take advantage of the Early Retirement Option must be submitted, in writing, to the Human Resources Division by the first Board Meeting in January. Those Office Personnel who elect to take advantage of the Early Retirement Option must retire at the end of the school year in which they make the request. The Early Retirement Option will last for the duration of the contract.

OPTION 1: Take 20% of salary at retirement over each of the following five years with the option to buy District Health/Dental Insurance (single or dependent coverage), with the District supplementing the costs of such insurance in the amount of $1500 for a maximum of five years.

OPTION 2: The same provisions as Option 1 except that the first 20% can be added to the salary earned during the last year of employment and 20% payable over each of the following four years.

ARTICLE XIII - GRIEVANCE PROCEDURE

13.1 GENERAL INFORMATION

13.11 Grievance - Definition*:* a grievance shall mean a complaint that contends:

a. that there has been a violation, misinterpretation or misapplication of any provision of this Agreement;
b. that an employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established District policy or practice governing or affecting employees.

13.12 Grievance - Purpose: The primary purpose of this procedure is to secure at the lowest level, equitable solution to the problem of all parties involved.

13.13 Grievance - Principles:

a. every employee shall have the right to present a grievance and not be subjected to reprisal because of it.
b. a grievance must be filed with the Union President within ten (10) calendar days after the employee becomes aware of an alleged violation which provides the basis for the Grievance. Written notification of intent to grieve must be

filed with the Superintendent or his Designated Representative within twenty (20) calendar days after the employee becomes aware of an alleged violation which provides the basis for the Grievance. Notwithstanding the above, written notification of intent to grieve must be filed with the Superintendent or his Designated Representative in no event no later than ninety (90) calendar days after the alleged incident which provides the basis for the Grievance. If the time periods specified herein are not adhered to, said Grievance is void.

c. discussions shall be confidential during the procedural stages of grievance. No tape recordings will be made at any step of the procedure, or at any other meeting of the employee and administrator, unless there has been prior written agreement between the Union and the administration as to the use, possession, and ultimate disposition of the tapes.
d. any employee who is formally reprimanded, disciplined, or discharged shall have the right of grievance and will be given the option of waiving his right to Union representation.
e. the grievant and/or Union has the right to withdraw from any grievance at any level without establishing precedent in which event the grievance shall be considered immediately terminated. This decision shall be communicated in writing to all appropriate parties.
f. through mutual agreement, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
g. through mutual agreement, time limits may be extended at any step.
h. an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
i. an employee's failure to file his grievance, at the various steps, within the time periods shall be deemed a waiver of his right to carry his grievance to the next step.
j. a grievance must be brought to Step One within ten (10) calendar days after the employee has filed said written notification of intent to grieve with the Superintendent or his Designated Representative.

13.2 PROCEDURES

***Step One*:** A complaint shall first be discussed with the complainant and the person against whom the complaint is registered with the object of resolving the matter informally. Both parties shall initial a statement that this meeting was held. If the Grievant desires, a Union Representative shall be present at this step.

Step Two: If the grievance is not satisfactorily resolved in Step One, a meeting shall be held within ten (10) calendar days of the meeting described in Step One. A request for the meeting shall be made in writing by the complainant to the appropriate administrator and the grievance shall be specifically stated on the grievance form.

Step Three: In the event the matter is not resolved informally, the complainant shall, within ten (10) calendar days of the meeting in Step Two, file a written appeal to the Superintendent or his designated representative.

A meeting with the object of resolving the matter shall be held within ten (10) calendar days after receipt of this appeal letter by the Superintendent or his designated representative.

Present at this meeting shall be the Superintendent or his designated representative, the appropriate administrator, the complainant, his immediate supervisor, the person against whom the complaint is registered, and the Union

representative, if a Waiver has not been filed, with the object of resolving the matter.

Within ten (10) calendar days of the meeting in Step Three, the Superintendent or his designated representative shall communicate his decision, in writing, together with the supporting reasons to the participants at the meeting at Step Three and to the Union President.

Step Four: Within ten (10) calendar days after receiving the decision of the Superintendent or his designated representative, an appeal may be made to the Board. This appeal shall be in writing and shall be accompanied by a copy of the appeal and decision at Step Three.

Within ten (10) calendar days following receipt of the appeal, the Board shall meet on the matter. Those entitled to be present and participate at this meeting shall be the entire Board, the counsel for the Board, the Superintendent or his designated representative, the complainant, the Union representatives, counsel for the Union, the Union President, and anyone else named in the grievance.

Within ten (10) calendar days after the meeting on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons to the participants at the meeting at Step Four.

13.3 IMPASSE PROVISIONS

13.31 If a decision is made to take a case to impasse, a letter specifying this intent shall be filed with the Board within ten (10) calendar days of the receipt of the Board's decision at Step Four of the grievance procedure.

13.32 Within ten (10) calendar days of the receipt of this letter of intent, the Board and the Union shall request arbitration from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association.

13.33 The American Arbitration Association will be asked to make an administrative appointment, binding on both parties, if the Board and the Union cannot agree on an arbitrator within ten (10) calendar days after the original proposed list of arbitrators is received.

13.34 The arbitrator shall issue his decision, in writing, to all parties involved in Step Four, not later than thirty (3) calendar days from the date of the closing of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

13.35 The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority will be strictly limited to deciding only the issue presented to him in writing by the Board and the Union, and his decision must be based solely upon his interpretation of the meaning of application of the express relevant language of this Agreement.

13.36 The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties and all shall abide by it.

13.37 Expenses for the arbitrator's services, and the expenses which are common to both parties to the arbitration, shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

ARTICLE XIV - SALARY PROVISIONS

14.1 SALARY AND LONGEVITY SCHEDULES

APPENDIX A – OFFICE PERSONNEL COMPENSATION SCHEDULES

2008-2009 Salary increase over the 2007-2008 year shall be: 5%
2009-2010 Salary increase over the 2008-2009 year shall be: 5%
2010-2011 Salary increase over the 2009-2010 year shall be: 5%
2011-2012 Salary increase over the 2010-2011 year shall be: 5%

Note: The above percentages shall be applied to both the steps/ line increments and to the longevity steps.

Employees off schedule shall receive the same percent raise as is applied to the salary schedule. (i.e., 5% for each year, 2008-2009, 2009-2010, 2010-2011 and 2011-2012)

14.2 PLACEMENT OF NEW EMPLOYEES

A new employee will be placed at the lowest salary range of the proper Position Classification. However, employees new to the District who have prior experience shall receive credit for their prior experiences up to three (3) years.

Any office personnel hired after April 15th will remain on Step 1 for the following school year. However, if an employee transfers to a higher level after April 15th, that employee will be placed at the appropriate level and step for the remainder of said year and will proceed to the next step at the beginning of the next school year.

The Personnel Administrator will notify the Union prior to any job position changes.

14.3 PAY PERIODS

Payday is at the end of the established two week period for all District 365U employees. During the school year, when a regular payday falls on a holiday or when school is not in session, payday for all personnel will be held on the last day school is in session prior to the beginning of the holiday period. Pay may be pro-rated for 23 or 26 installments.

14.4 ADDITIONAL PAYROLL DEDUCTIONS

Employees may make arrangements with the Finance Department for the purchase of Savings Bonds, for deposits in a credit union, or for the purchase of a tax sheltered annuity.

14.5 DOCK DAYS

Dock days will be considered and may be granted only with the recommendation of the immediate supervisor and approval of the Personnel Administrator.

A substitute for docked days will not be granted.

Sick leave and personal leave will not accrue for the period of the dock days.

ARTICLE XV - EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives

Dated this day of

FOR THE BOARD OF EDUCATION OF VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365U

Mark S. Cothron, President

Elizabeth Campbell, Secretary

FOR THE VALLEY VIEW OFFICE PERSONNEL COUNCIL, AFT/IFT Local 604, AFL-CIO

Mary Jodlowski, President

Alicia Edwards, Vice President

APPENDIX A
OFFICE PERSONNEL COMPENSATION SCHEDULES
2008-2009

OFFICE PERSONNEL COMPENSATION SCHEDULE

Line	Executive	Pro I	Pro II & III	*Longevity
1	18.51	14.89	14.41	0.00
2	18.57	14.98	14.53	0.00
3	18.64	15.08	14.65	0.00
4	18.70	15.17	14.76	0.00
5	18.75	15.27	14.89	0.17
6	18.82	15.36	15.00	0.17
7	18.88	15.47	15.12	0.17
8	18.96	15.58	15.26	0.17
9	19.03	15.71	15.38	0.17
10	19.09	15.80	15.52	0.24
11	19.17	15.94	15.68	0.28
12	19.23	16.04	15.79	0.35
13	19.29	16.17	15.94	0.39
14	19.38	16.31	16.05	0.44
15	19.47	16.43	16.18	0.51
16	19.52	16.57	16.32	0.61
17	19.61	16.68	16.44	0.68
18	19.70	16.78	16.62	0.77
19	19.80	16.88	16.74	0.85
20	19.91	16.98	16.83	0.91
21	20.00	17.05	16.93	1.01
22	20.61	17.38	17.13	1.01
23	21.23	17.68	17.34	1.01
24	21.82	18.18	17.50	1.01
25	22.53	18.52	17.67	1.01
26	23.26	18.99	17.85	1.01
27	24.08	19.55	18.63	1.01
28	24.24	20.38	19.72	1.01
29	26.02	22.00	21.28	1.01
30	29.30	25.11	24.13	1.01
31	29.30	25.11	24.13	1.01
32	30.77	27.54	26.48	1.01
33	33.83	27.69	26.57	1.01
34	34.69	30.51	29.41	1.01

Employees off schedule shall receive 5% from prior year's salary rate.

*Longevity equates to years in the District and may be different than line placement on this compensation schedule

2009-2010

OFFICE PERSONNEL COMPENSATION SCHEDULE

Line	Executive	Pro I	Pro II & III	*Longevity
1	19.37	15.53	15.01	0.00
2	19.44	15.63	15.13	0.00
3	19.50	15.73	15.26	0.00
4	19.57	15.83	15.38	0.00
5	19.64	15.93	15.50	0.18
6	19.69	16.03	15.63	0.18
7	19.76	16.13	15.75	0.18
8	19.82	16.24	15.88	0.18
9	19.91	16.36	16.02	0.18
10	19.98	16.49	16.15	0.25
11	20.04	16.59	16.29	0.30
12	20.13	16.74	16.46	0.36
13	20.19	16.85	16.58	0.41
14	20.25	16.98	16.74	0.46
15	20.35	17.12	16.86	0.54
16	20.44	17.25	16.99	0.64
17	20.50	17.40	17.13	0.72
18	20.59	17.52	17.27	0.80
19	20.68	17.62	17.45	0.89
20	20.79	17.73	17.57	0.96
21	20.90	17.83	17.67	1.06
22	21.00	17.90	17.77	1.06
23	21.64	18.25	17.98	1.06
24	22.29	18.57	18.20	1.06
25	22.91	19.08	18.38	1.06
26	23.66	19.45	18.56	1.06
27	24.42	19.94	18.74	1.06
28	25.28	20.53	19.56	1.06
29	25.46	21.40	20.70	1.06
30	27.32	23.10	22.35	1.06
31	30.76	26.36	25.34	1.06
32	30.76	26.36	25.34	1.06
33	32.30	28.92	27.81	1.06
34	35.52	29.07	27.89	1.06

Employees off schedule shall receive 5% from prior year's salary rate.

*Longevity equates to years in the District and may be different than line placement on this compensation schedule

2010-2011

OFFICE PERSONNEL COMPENSATION SCHEDULE

Line	Executive	Pro I	Pro II & III	*Longevity
1	20.27	16.21	15.63	0.00
2	20.34	16.31	15.76	0.00
3	20.41	16.42	15.89	0.00
4	20.48	16.52	16.02	0.00
5	20.55	16.62	16.15	0.19
6	20.62	16.73	16.28	0.19
7	20.68	16.83	16.42	0.19
8	20.74	16.94	16.54	0.19
9	20.81	17.05	16.67	0.19
10	20.91	17.18	16.82	0.27
11	20.98	17.32	16.96	0.31
12	21.05	17.42	17.11	0.38
13	21.14	17.57	17.28	0.43
14	21.20	17.69	17.41	0.49
15	21.27	17.83	17.57	0.57
16	21.37	17.98	17.70	0.67
17	21.46	18.12	17.84	0.75
18	21.52	18.27	17.99	0.85
19	21.62	18.39	18.13	0.94
20	21.72	18.50	18.33	1.01
21	21.83	18.61	18.45	1.11
22	21.95	18.72	18.56	1.11
23	22.05	18.80	18.66	1.11
24	22.72	19.16	18.88	1.11
25	23.41	19.49	19.11	1.11
26	24.06	20.04	19.30	1.11
27	24.84	20.42	19.48	1.11
28	25.64	20.94	19.68	1.11
29	26.54	21.55	20.54	1.11
30	26.73	22.47	21.74	1.11
31	28.69	24.25	23.47	1.11
32	32.30	27.68	26.60	1.11
33	32.30	27.68	26.60	1.11
34	33.92	30.36	29.20	1.11

Employees off schedule shall receive 5% from prior year's salary rate.

*Longevity equates to years in the District and may be different than line placement on this compensation schedule

2011-2012

OFFICE PERSONNEL COMPENSATION SCHEDULE

Line	Executive	Pro I	Pro II & III	*Longevity
1	21.21	16.92	16.30	0.00
2	21.28	17.02	16.41	0.00
3	21.36	17.12	16.55	0.00
4	21.43	17.24	16.68	0.00
5	21.50	17.35	16.82	0.20
6	21.58	17.45	16.96	0.20
7	21.65	17.56	17.09	0.20
8	21.71	17.67	17.24	0.20
9	21.78	17.78	17.37	0.20
10	21.85	17.90	17.50	0.28
11	21.95	18.04	17.66	0.33
12	22.02	18.18	17.81	0.40
13	22.10	18.29	17.97	0.45
14	22.20	18.45	18.15	0.51
15	22.26	18.57	18.28	0.60
16	22.33	18.72	18.45	0.70
17	22.44	18.88	18.59	0.79
18	22.54	19.02	18.73	0.89
19	22.60	19.18	18.89	0.98
20	22.71	19.31	19.03	1.06
21	22.80	19.42	19.24	1.17
22	22.92	19.55	19.38	1.17
23	23.05	19.65	19.48	1.17
24	23.16	19.74	19.59	1.17
25	23.86	20.12	19.82	1.17
26	24.58	20.47	20.07	1.17
27	25.26	21.04	20.26	1.17
28	26.08	21.44	20.46	1.17
29	26.92	21.99	20.66	1.17
30	27.87	22.63	21.56	1.17
31	28.07	23.59	22.83	1.17
32	30.12	25.46	24.64	1.17
33	33.91	29.06	27.93	1.17
34	33.91	29.06	27.93	1.17

Employees off schedule shall receive 5% from prior year's salary rate.

*Longevity equates to years in the District and may be different than line placement on this compensation schedule

APPENDIX B

PERSONAL LEAVE REQUEST FORM

Each full time employee shall be allowed one (1) day paid personal leave for every sixty (60) days contracted to work. Personal leave that is not used will be credited to cumulative sick leave.

Personal Leave may be taken for one of the following reasons:

(Please circle the applicable reason for this personal leave.)

A. Doctor or dentist appointment that cannot be scheduled at any other time

B. Closing a home mortgage

C. Attorney appointments, tax audits, or court hearings that cannot be set except during the working hours

D. Funerals other than family (which are covered under sick leave policy)

E. An emergency, or business over which the employee has no control and requires his/her immediate attention

I request personal leave of (number) days beginning on (month/day/year) .

If you are requesting 1/2 day personal leave, please indicate

a.m. or p.m. . Employee requesting leave:

Signature Date of Request

Administrator/Director Signature Date

Payroll Supervisor Signature Date

Request Number

Copy to: Employee Administrator/Director Personnel/Payroll Dept.

APPENDIX C

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365U
Classified Staff Evaluation Report

_____ _____ _____
Employee Name Building Position

_____ _____
Date of Evaluation School Year

The purpose of this evaluation is to:
- recognize and reinforce effective job performance
- enhance communication between supervisor and employee
- assess domains of job performance
- identify existing performance goals
- provide a basis for employment recommendations

Rating Code: Exceeds Expectations, Meets Expectations, Needs Improvement, Unsatisfactory – E, M, N, U

DOMAIN A: Skill and Knowledge
Rating:
1. Possesses sufficient skill and knowledge to adequately perform responsibilities. _____
2. Seeks to broaden skill and knowledge in area(s) of responsibility. _____
3. Exhibits accuracy, thoroughness and effectiveness in carrying out duties. _____

Comments:

DOMAIN B: Problem Solving
1. Recognizes problems and concerns, and works towards prompt resolution with minimal direction. _____
2. Effectively communicates concerns to appropriate individuals in a timely fashion. _____
3. Makes sound and logical judgments. _____

Comments:

DOMAIN C: Planning, Organizing and Accomplishing Work
1. Follows directions. _____
2. Meets deadlines and schedules without compromising results. _____
3. Monitors work in progress, and informs supervisors when changes arise to timelines or priorities. _____

Comments:

DOMAIN D: Attendance and Punctuality

1. Arrives on time for work.

_____

2. Confers with supervisor regarding attendance related issues.

_____

3. Overall attendance is within contractual parameters.

_____

Comments:

DOMAIN E: Communicating and Working with Others

1. Develops and maintains positive working relationships with others.

_____

2. Works cooperatively with others to resolve concerns.

_____

3. Represents the District in a professional manner and fosters a collaborative working environment. _____

Comments:

DOMAIN F: Safety and Security

1. Understands and follows all safety guidelines and procedures.

_____

2. Understands and follows all security guidelines and procedures.

_____

3. Appropriately handles sensitive or confidential information.

_____

Comments:

AREAS OF STRENGTH:

Comments:

OPPORTUNITIES FOR IMPROVEMENT:

Comments:

PERFORMANCE GOALS:

My signature indicates that I have read this evaluation, participated in an evaluation conference and received a copy of the evaluation. It does not necessarily mean that I am in agreement. I understand that I may attach a narrative response within 30 calendar days after I have received a copy of the evaluation report and having attended a post evaluation conference with the evaluator, I do_____ do not_____ concur with this evaluation.

_____ _____

Employee's Signature Date

_____ _____

Evaluator's Signature Date

Copy to: Personnel File Asst. Supt. for Human Resources Employee

APPENDIX D

Valley View Community Unit School District 365U

OFFICE PERSONNEL - GRIEVANCE FORM

This form is to be completed before proceeding to Step Two and all subsequent steps outlined in the grievance procedure.

Copies of this form shall be given to each person attending Step Two, Three, and Four of the Grievance Procedure.

_____

(Name) (Building or Department)

_____

(Date) (Position)

1 Date(s) of the actual grievance:
2 Statement of grievance:
3 Violation of Agreement (give specific Articles and/or Sections):
4 Redress sought:

_____

Employee's Signature

_____

Date Received

_____

Immediate Supervisor's Signature (where appropriate)

_____

Date Received

_____

Appropriate Administrator's Signature

_____

Date Received

APPENDIX E

Valley View Community Unit School District 365U

PERSONAL PROPERTY STATEMENT FORM

Name

Building

Address
Contract provision "Theft of or Damage to Employee Personal Property" (Section 8.4) is printed on the back of this form. IMPORTANT: read this con tract provision - you must comply to receive benefits.

For Personal Vehicles

Make of Vehicle Year of Vehicle

Type of Vehicle Serial # of Vehicle

Color of Vehicle License Number

Date of Purchase Purchase Price

Date(s) of use at or for school

For Other Personal Property

Item (describe)

Date of Purchase Purchase Price

Date(s) of use at or for school _____

Date Employer's Signature

Date Received Administrator's Signature

NOTE: Administrator must sign, giving authorization to employee to leave personal property on school premises.

PLEASE CHECK ONE:

This is the first form I have submitted.

This car is a replacement for the (year) (make)

presently on file in the business office.

This car is in addition to the (year) (make)

presently on file.

APPENDIX F

Compensatory Time Log

NAME: **SCHOOL/DEPARTMENT**

DATE	TIME (Hrs./Min.)	PURPOSE OF OVERTIME	ADMINISTRATOR'S APPROVAL	COMPENSATION TIME	COMPENSATION MONEY

APPENDIX G

Valley View Community Unit School District 365U

LETTER(S) OF UNDERSTANDING

The following Letter(s) of Understanding shall continue in effect as of the starting date of this Agreement, July 1, 2008. Any other Letters of Understanding not specifically enumerated herein shall be considered null and void.

[NONE]

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