

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE BOARD OF EDUCATION,  
SCHOOL DISTRICT 143½ AND POSEN-ROBBINS  
TEACHER ASSISTANTS, LOCAL 4969  
IFT/AFT, AFL-CIO**

**EFFECTIVE: JULY 1, 2008 - JUNE 30, 2013**

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## ARTICLE I - RECOGNITION

**Section 1 - Unit Recognition.** The Board of Education of Posen-Robbins School District No. 143½, Cook County (hereinafter referred to as the "Board"), recognizes the Posen-Robbins Teacher Assistants, Local 4969, IFT/AFT, AFL-CIO (Hereinafter referred to as the "Union"), as the sole and exclusive bargaining representatives for all employees described in Section 2 of this Article in accordance with the provisions of the Illinois Educational Labor Relations Act.

**Section 2 - Bargaining Unit Members.** Union agrees to utilize language defining the bargaining unit as it appeared in the Illinois Labor Relations certification.

All teacher assistants (certificated), library assistants, bilingual assistants and special education assistants, pre-k assistants, model parental training assistants, and high enrollment assistants. Excluded: office and clerical staff and all managerial employees, confidential employees and supervisors as defined in the Illinois Educational Labor Relations Act.

**Section 3 - No Individual Negotiations.** The Board shall not negotiate individually with any employee covered by the Agreement as to wages, hours, terms and conditions of employment.

## ARTICLE II - EMPLOYEE/UNION RIGHTS

**Section 1 - Notification of Job Changes.** Employees shall be notified of any job changes, whenever possible, at least ten (10) days prior to such change. In the event of an emergency, the Superintendent may make immediate changes.

**Section 2 - Training.** The Board and the Union recognizes the need for training and development of employees to provide more efficient and effective services and to give employees the opportunity to develop their skills and potentials. In recognition of this principle, the Board shall endeavor to provide employees with training with respect to current procedures, forms, methods, techniques, materials and equipment and periodic changes thereof. The Board shall issue a certificate to each employee who successfully completes any training program that is certificate eligible.

**Section 3 - Job Description.** Each employee shall be given a job description for his/her assigned position that shall specify the duties and tasks of the job plus identify his/her immediate supervisor by title. All new hire employees shall be given a written copy of their job description at the time of hire. However, any changes of position will warrant a new job description.

**Section 4 - Unavailability of Teacher Substitutes.** In the event no substitute teacher is available to fill the position of any absent regular teacher, the class will be divided equitably by the principal among other regular teachers at the same class level when possible.

A teacher assistant who is required to assume increased responsibility due to the unavailability of a substitute shall report this in writing to the building representative or union designee.

Where classes are split and teacher assistant is present, there shall be an additional \$30.00/day split proportionally.

### **ARTICLE III - MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the School Board retains all traditional rights to manage and direct the affairs of the School District in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the School District; to supervise and direct the working forces; to establish the qualifications for employment and examination techniques and to employ employees; to schedule and assign work; to establish work standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to determine and redetermine what work will be performed by employees; to make, alter, and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; to establish, implement, and maintain an effective internal control program; to determine the overall budget - of the School District and its organizational structure; and to carry out the mission of the School Board provided, however, that the exercise of any of the above rights shall not conflict with any of the written provisions of this Agreement. The School Board is not required to bargain over matters of managerial policy, which includes, but is not limited to items specified in this Section.

### **ARTICLE IV - DUES DEDUCTIONS & FAIR SHARE**

**Section 1 - Payroll Deduction for Dues.** Per Board request, a check to the Union Treasurer shall be forwarded by the last payroll period of the month in which the deduction is made. The Board's duties and responsibilities in this procedure are limited to such delivery of funds.

The Union agrees to indemnify and save the Board 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 Board for the purpose of complying with any of the provisions of this Article.

**Section 2 - Fair Share.**

A. All new employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon 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.

B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.

C. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member and employees on the last payroll period of the month and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.

D. The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any forms of liability 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 by the Union under any such provisions.

H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or unenforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

## ARTICLE V - FAIR PRACTICES

**Section 1 - Bulletin Board.** The Union shall be provided with bulletin board space in a convenient location to post notices and other materials related to Union activities. The bulletin board space allocated shall be marked for Union use and only Union representatives shall have authority to post materials on the bulletin board. All notices and materials are to be signed or initialed by an authorized Union representative.

**Section 2 - Use of School Mail Boxes.** The school mail boxes may be used to facilitate the dissemination of officially-identified Union material within District No. 143½ without special approval.

**Section 3 - Personnel Files.** A master file of all materials related to an employee shall exist at the Administrative Central Office. Each employee, upon 48 hours notice, shall have the right to review the contents of said employee's personnel file with the exception of those stated in the Personnel Records Review Act of Illinois and to attach and place therein written reactions to the contents. Such review shall take place during the regular business hours established by the central office or at a time mutually agreeable with the Superintendent and the employee. Material which is derogatory to an employee shall not be placed into the employee's file unless the employee has been made aware of said material. The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Superintendent or designee.

In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings, such portion of materials will be removed from the employee's file.

**Section 4 - Costs of Printing Contract.** The Board and the Union shall share the expenses for the printing of this Agreement. An adequate supply of the Agreement will be kept on hand by the Board after each employee is given a copy by the Union.

**Section 5 - Safe & Healthy Working Conditions.** All bargaining unit members shall be entitled to safe and healthy working conditions pursuant to the School Code.

**Section 6 - Notice of Board Meetings.** The president of the Union shall be given written notice of all regular and special Board of Education meetings together with a copy of the agenda at least twenty-four (24) hours prior to the scheduled time of the meeting when possible. Copies of all the Board of Education open meeting minutes shall be mailed or given to the Union president within ten (10) business days after they are approved.

## **ARTICLE VI - HOURS OF WORK**

**Section 1 - Work Day Defined.** The term workday, for purposes of this Collective Bargaining Agreement is defined as the hours when school is in session.

**Section 2 - Work Week.** All teacher assistants working a regular workday will work a six (6) hour and ten (10) minute day (Monday through Friday). Those teachers assistants working an extended day will work a seven (7) hours and ten (10) minute day. All teacher assistants shall work a minimum of thirty hours and fifty minutes (30.8 hours) per week, with the exception of those working an extended day, who will work a minimum of thirty-five (35) hours and fifty (50) minutes per week.

**Section 3 - Lunch Breaks.** All teacher assistant will have a thirty (30) minutes duty-free, unpaid, lunch period which will be assigned by the building administration. In the event the school is closed due to inclement weather or teachers and students are not required to be in attendance. Teacher Assistants will also be dismissed.

**Section 4 - Overtime.** No teacher assistant will be required to work beyond their normal workday.

**Section 5 - Lunch Duty.** All Teacher Assistants who may be required to perform lunch duty will receive five dollars \$5.00 per lunch period in addition to their regular salary.

## **ARTICLE VII - HIRING**

**Section 1 - Discrimination.** The Board agrees not to discriminate in the hiring of employees on the basis of race, disability, sex, nationality, age or creed. The Union agrees to accept any new employee into membership.

**Section 2 - Notification of New Hires.** The name and schools of all Teacher Assistants shall be given to the Union president by the first week of October of each school year. The name and schools of all new hire Teacher Assistants shall be given to the Union president one week after hire.

## ARTICLE VIII – ABSENCES

**Section 1 – General Leave.** The Board of Education may grant a leave of absence without pay to an employee for not more than one (1) year based on the recommendation of the Superintendent. Application for leave of absence by any employee will be submitted in writing to the Superintendent with specific reasons for the leave. The Board of Education will follow the guidelines of the Family and Medical Leave Act. Failure of an employee to return to work at the end of a leave is just cause for dismissal.

**Section 2 – Sick Leave.** Employees shall receive fourteen (14) days of sick leave in each school year. In an employee's first year of service, the employee shall earn six (6) sick days on the first day of employment and then eight (8) days, one (1) per month earned on the first day of each month to the 10<sup>th</sup> month of the school year. If an employee is sick for three (3) consecutive days or more, the District may require a doctor's note before returning to work. Sick leave shall be serious illness in the immediate family or household as defined in the bereavement leave section of this contract (Section 5 below).

The Union members' ability to receive the six (6) days up front in the first year of employment is conditional on the following terms provided that the employee will pay back the School District for those days if the employee used them and then quits within the first three (3) months of the school year. If an employee quits at a time when the employee has used more sick days than months worked, the employee must pay back the School District for the sick days that were used, which had not yet accrued. Any employee who used these sick days before they are accrued and accepts payment for same specifically allows the School District to deduct pay from the employee's last paycheck equal to the daily salary times the number of used, un-accumulated sick days.

The Board may, from time-to-time, require an examination of any employee by a physician licensed in Illinois and shall pay the expenses thereof from school funds. The School Board may require a physician's certificate as a basis for pay during sick leave as it may deem necessary. The Board shall render an annual statement of the number of sick days an employee has accumulated.

**Section 3 – Notification of Sick Leave/Personal Business Days.** Employees shall be notified in writing on or before July 1<sup>st</sup> of each school year as to the number of accumulated sick leave days they have at the start of the current year.

**Section 4 – Accumulated Sick Leave.** Upon resignation, all teach assistants shall receive a copy of the total number of accumulated sick leave that has been reported to IMRF within seven (7) days after it is reported to IMRF. A maximum of two hundred and twenty (220) days may be accumulated.

**Section 5 – Bereavement Days.** Any eligible employee may be absent from work for a period of up to three (3) bereavement days per occurrence due to a death in the immediate family.

The Superintendent, after consultation with the employee's supervisor, may grant additional time in unusual circumstances. In addition, the Superintendent shall have the authority and discretion to grant bereavement leave in half-day increments when the employee has so requested and the circumstances so warrant. In the administration of this Section, "immediate family" is defined as: parents, spouse, mother-in-law, father-in-law, sisters, brothers, sisters-in-law, brothers-in-law, children, grandchildren or grandparents, and legal guardians-as evidenced by legal documents.

An employee shall provide satisfactory evidence of the death, his/her need for the requested time off, his/her relationship to the deceased person, and of the employee's attendance at the funeral, within seven (7) days of the employee's return. For example, the employee may present evidence that the obituary contains the employee's name as a relative or other information deemed appropriate by the School District. Leave beyond that permitted above, may be taken upon approval of the Superintendent and deducted from the employee's available sick leave or vacation benefits. Bereavement days shall not accumulate.

**Section 6 – Holidays.** Teacher Assistants will be paid for the following five (5) holidays during the regular school year:

- Labor Day
- Thanksgiving Day
- Christmas
- New Year's Day
- Dr. Martin Luther King's Birthday

#### **ARTICLE IX – INSURANCE**

**Section 1 – Health, Dental and Optical Insurance.** The Board of Education shall provide each bargaining unit employee with access to health, dental and optical insurance coverage. The Board shall pay ninety percent (90%) of the cost and the employee shall pay ten percent (10%) of the cost of the insurance. Family and/or dependent coverage can be obtained through the School District if the insurance company approves the coverage to be paid in full by the employee.

**Section 2 – Life Insurance.** The Board of Educational shall provide each bargaining unit employee with life insurance in the amount of fifty thousand dollars (\$50,000.00) for the duration of the contract.

**Section 3 – Dependent Insurance Pool.** Effective September 1, 2008, the Board of Education shall provide an insurance pool as follows:

September 1, 2008 through August 31, 2009:	\$1,400.00;
September 1, 2009 through August 31, 2010:	\$1,400.00;
September 1, 2010 through August 31, 2011:	\$1,400.00;
September 1, 2011 through August 31, 2012	\$1,400.00;
September 1, 2012 through August 31, 2013	\$1,400.00

The Board of Education does not agree to pick up the costs of dependent insurance. The School District agrees to add to the Dependant Insurance Pool, as prescribed above, \$300 for every employee over one (1) who elects to participate in said pool. The amount designated per year will be divided equally among all participating employees. For example, if between September 1, 2008 through August 31, 2009, two (2) Teacher Assistants participate in the insurance pool, they would each get eight hundred-fifty (\$850.00) toward dependent insurance; if seventeen (17) Teacher Assistants participate, they will each get three hundred-eighty-two (\$382) towards dependent insurance.

To qualify for participation in the dependent coverage pool, an employee must have successfully completed three (3) years of employment with the District and must notify the School District no later than September 1<sup>st</sup> of each school year.

## **ARTICLE X – GRIEVANCE PROCEDURE**

**Section 1 – Definition of “Grievance”.** A “grievance” is defined as a complaint or claim by an employee that there has been an alleged violation, misinterpretation of any provision of this Agreement.

**Section 2 – Time Limits.** The Board acknowledges the right to the Union to assist a grievant at any level of the grievance procedure, and the Union acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any employee or the Union to act on a grievance within the prescribed time limits will act as a bar to any further appeal and an Administrator’s failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent. At any stage of the grievance procedure, the grievant may be represented by a representative of his/her choice.

**Section 3 – Grievances Involving Administrators Above the Building Level.** A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure after the grievant has initially discussed the grievance with the Administrator involved.

#### **Section 4 – Grievance Procedure.**

**Step 1:** If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to the immediate Supervisor no later than ten (10) days from the time the grievant could have reasonably become aware of the event giving rise to the grievance. The Supervisor will arrange for a meeting to take place within five (5) business days after receipt of the grievance. A Union representative selected by the aggrieved party, the immediately involved Supervisor, and any person whose assistance is requested by either party, may be present for the meeting. The Supervisor will then, within ten (10) business days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

**Step 2:** If the grievance is not satisfied with disposition for the grievance at Step 1 or time limits expire without the issuance of the Supervisor's memorandum, the grievant may within five (5) business days refer the grievance to the Superintendent. The Superintendent shall within five (5) business days arrange a meeting with the same parties who were present at Step 1. Each party to the grievance shall have the right to include in its presentation a counselor if so desired. Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision to the grievance.

**Step 3:** If the grievance is not resolved at Step 2, then the grievant may refer the grievance to the Board within five (5) business days after the receipt of the Step 2 answer. The Board will hear the grievance as its next regularly-scheduled meeting. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary. The grievance hearing will be held in executive session. Within ten (10) business days of the meeting, the grievant shall be provided with the Board's written response, including the reasons for the decision.

**Step 4:** If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The grievant may submit, in writing, a notice of intent to proceed to arbitration to the Superintendent within ten (10) business days from receipt of the Step 3 answer. The arbitrator shall be selected from the American Arbitration Association in the manner that follows: If the parties cannot agree within ten (10) business days on the arbitrator to hear the matter, the Voluntary Labor Rules of the American Arbitration Association then pertaining shall be followed in the selection of an arbitrator.

**Section 5 – Arbitrator Authority.** Each party shall be entitled to representation and witnesses. Neither party to the grievance will be permitted to assert grounds or present evidence not previously asserted before the Board (Step 3), unless such grounds could not reasonably have been known to the party prior to the Board hearing. The arbitrator shall have no power to alter the terms of this Agreement, nor to make any award void or prohibited by law, statutory or decisional.

**Section 6 – Costs of Arbitration/Finality.** The cost of the arbitrator shall be paid equally between the aggrieved party and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

**Section 7 – Definition of "Business Day".** A "business day" is defined as a day on which the Administration Offices are open for business.

**Section 8 – Investigation.** Should the investigation of any grievance require, in the judgment of the Superintendent, that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

**Section 9 – No Reprisals.** The Board agrees not to take any reprisal against any person for his/her participation in the grievance process. The Union agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.

**Section 10 – Bar to Grievances.** Should any member of the bargaining unit commence an action against the Board and/or any of its members individually or collectively before any state, or federal administrative agency, court or tribunal, charging the Board or any of its members as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceedings shall act as a bar to the commencement of further proceedings of any grievance filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

**Section 11 – Time of Meetings.** All meetings, hearings, and conferences held under this procedure shall be held at times that will allow each party an opportunity to have witnesses and representatives present. Other employment of an employee which may conflict with a scheduled meeting, hearing or conference shall not be cause for rescheduling.

**Section 12 – Confidentiality.** All discussions shall be kept confidential during the procedural stages of the grievance process.

## **ARTICLE XI – SENIORITY**

**Section 1 – Definition.** Seniority shall be defined as the length of continuous service to the Board and shall be applied district-wide in the bargaining unit. Upon employment, each employee shall receive a seniority date which shall be the date the Board approval his/her employment or the first day of actual work, whichever is earlier. If two (2) or more employees have the same seniority date, the date and time of the employee's application shall control.

Bargaining unit members who are terminated because of a decision of the School Board to decrease the number of aides shall be reduced in accordance with the seniority.

**Section 2 – Seniority List.** The District will maintain one seniority list for teaching assistance.

## **ARTICLE XII – VACANCIES AND TRANSFERS**

**Section 1 – Voluntary Transfers and Promotions.** When a vacancy occurs, the District shall post in all buildings a description of the position including qualifications and salary for a period not less than five (5) days prior permanently filing the position.

**Section 2 – Involuntary Transfers.** Involuntary transfers may occur due to a reduction in staff, school closing, program elimination or at the discretion of the Superintendent should it be in the best interest of the District. The District shall first seek volunteers. If none are available, qualifications and seniority shall be considered in any transfer/reassignment.

**Section 3 – Preference in Hiring.** Preference in hiring for summer school and after school work for bargaining unit work shall be given to current District employees. Consideration shall be given to those employees' work experience, seniority, and qualifications.

## **ARTICLE XIII – DISCIPLINE**

**Section 1 – Discipline.** The District may discipline an employee for any failure of the employee to act in accordance with policies, work rules or standards as may be established by the School District from time-to-time, or for any other conduct the District deems inappropriate. The District agrees with the tenets of progressive and corrective discipline, and will adhere to progressive discipline unless the District believes the employee's action, inaction or misconduct is sufficient to warrant more severe disciplinary action. Disciplinary action shall include the following:

- |                     |                         |
|---------------------|-------------------------|
| (i) Oral Reprimand; | (ii) Written Reprimand; |
| (iii) Suspensions;  | (iv) Discharge.         |

## **ARTICLE XIV – SUBSTANCE ABUSE IN THE WORK PLACE**

**Section 1 – Policy.** Employees who are under the influence of drugs or alcohol pose a serious risk to themselves, their co-workers, the School District and the general public. The School District, therefore prohibits the use of drugs and alcohol while an employee is on duty or on School District premises, including but not limited to, the use of prescribed controlled substances which may impair an employee's work performance.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is expressly prohibited by this policy, the presence of any detectable amount of any controlled substance in either the possession or the system of an employee while performing any work for the School District or on the School District's premises is also prohibited and is a violation of this policy; provided that the presence of a controlled substance in an employee's system or possession pursuant to and in accordance with a physician's prescription shall not, without more, be a violation of this policy.

**Section 2 – Control Substance Testing.** In the event that the School District has reasonable suspicion of any violation of the policy set forth in Section 1 above, the School District may require the employee to submit to urinalysis, blood tests and/or other appropriate tests. Tests will be conducted at facilities that are either licensed pursuant to the Illinois Clinical Laboratory Act or eligible for accreditation by the National Institute for Drug Abuse (NIDA). Tests administered under this Article shall be conducted in accordance with NIDA standards. The test results will be submitted to the Superintendent and, in the event of a positive test indicating the presence of drugs or alcohol in the employee's system, the employee involved may be disciplined.

Prior to implementing any testing policy or testing any employee for drug/alcohol use as permitted herein, the School District shall advise the Union of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing. In the case of a positive drug test, there shall be a confirmatory test using GC/MS techniques.

In case of any employee who tests positive for drug/alcohol use and is not terminated, the School District shall provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action, which may include discharge, against any employee where a test shows the presence of drugs and alcohol in the employee's system while at work; nor shall it be interpreted to preclude disciplinary action, which may include discharge, for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to Superintendent and, where criminal prosecution may be contemplated, persons within the Police Department. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration.

**ARTICLE XV – TUITION REIMBURSEMENT**

The School District shall reimburse Teacher Assistants for tuition for courses related to procuring advanced certification provided the course is approved in advance by the District and the Teacher Assistant has completed at least eighty (80) hours toward their degree. If approved by the District, and if the teacher receives an A or B in the course, the District will reimburse the Teacher Assistant \$350.00 or the actual amount of tuition for the Class, whichever is less. The tuition reimbursement shall have a cap of \$5,000.00 for the 2008-2013 school years for the entire bargaining unit and the District shall not be required to expend more than \$5,000.00 for tuition reimbursement per year.

**ARTICLE XVI – SALARY**  
**Daily Rate**

	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
Step 1(yr1)	\$83.00	\$85.91	\$88.91	\$91.80	\$94.56
Step 2(yrs 2-3)	\$84.83	\$87.80	\$90.87	\$93.83	\$96.64
Step 3(yrs 4-5)	\$86.95	\$89.99	\$93.14	\$96.17	\$99.06
Step 4(yrs 6-7)	\$89.12	\$92.24	\$95.47	\$98.57	\$101.53
Step 5(yrs 8-9)	\$91.35	\$94.55	\$97.86	\$101.04	\$104.07
Step 6 (yrs 10-14)	\$93.63	\$96.91	\$100.30	\$103.56	\$106.67
Step 7 (yrs 15-20)	\$95.97	\$99.33	\$102.81	\$106.15	\$109.33
Step 8 (yrs 21-25)	\$98.37	\$101.81	\$105.38	\$108.80	\$112.07

The employee's contribution of ten percent (10%) for medical insurance shall be deducted from their paychecks.

\*\*Teacher Assistants working an extended day will receive an additional \$2205 per year for working an additional hour per day.

## ARTICLE XVII - AGREEMENT

**Section 1 - Validation.** The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States or by any court of competent jurisdiction from who judgment or decrees no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Agreement shall remain in effect.

**Section 2 - Board Practices.** This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board as they affect employees.

## ARTICLE XVIII - RETIREMENT BENEFITS / INCENTIVES

**Section 1 - Retirement.** For the duration of the 2008 - 2013 Agreement only; the following will apply:

- Teacher Assistant employees with a minimum of fifteen (15) years of full-time employment in School District 143½ who qualify for IMRF Retirement will receive:
  - a. twenty-five dollars (\$25.00) per day beyond the allotted amount needed for IMRF service credit, and
  - b. a one-time payment of two thousand five hundred dollars (\$2,500.00).

## ARTICLE XIX - DURATION

This Agreement shall become effective as of its date of ratification by both parties and shall remain in full force and effect from July 1, 2008 to June 30, 2013.

The Union and Board recognize that all positions which comprise the bargaining unit (full-time teaching assistants also known as but not limited to all teacher aides and teacher assistants (certified and non-certified), bus assistants, library assistants, bilingual assistants and special education assistants, and health or nurse aides or assistants. Excluded: office and clerical staff and all managerial employees, confidential employees and supervisors as defined in the Illinois Educational Labor Relations Act) are funded on a year-to-year basis with funds received by the Board from the federal government. The Union and Board further recognize that the Board's receipt of these funds is controlled by the federal government and factors over which the Board has no legal

authority. In light of the foregoing, the Union agrees that all of the mutual promises, covenants, and agreements contained in this Agreement are subject to the receipt by the Board, each year this Agreement is in effect, funds from the federal government sufficient to fund the bargaining unit positions. The Union further agrees that if the Board does not receive these funds from the federal government for any year in which this Agreement is in effect, the Board shall have no obligation to employ any member of the bargaining unit beyond the termination date or provide benefits beyond that school year.

IN WITNESS THEREOF, signed this 2 day of November, 2008.

**POSEN-ROBBINS SCHOOL  
SCHOOL DISTRICT NO. 143½**

**POSEN-ROBBINS TEACHER  
ASSISTANTS LOCAL 4969,  
IFT/AFT, AFL-CIO**

By: Bertha Olawumi  
**BERTHA OLAWUMI,  
School Board President**

By: Kesha J. Atkins  
**Kesha J. Atkins,  
Union Local President**

Attest: Kathy Novak  
**School Board Secretary**

Date: 4-2-2009

