

AGREEMENT
BETWEEN THE
WARSAW SCHOOL DISTRICT NO. 316
AND THE
WARSAW EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
IEA/NEA

July 1, 2021 – June 30, 2025

ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education of Warsaw School District No. 316, Hancock County, Warsaw, Illinois, hereinafter referred to as the "Board" hereby recognizes the Warsaw Educational Support Personnel Association IEA/NEA, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association" as the sole and exclusive negotiating agent for all full time and regularly employed part-time non-certified employees. Specifically excluded from the bargaining unit is the Superintendent's secretary, Bookkeeper/Treasurer and all supervisory, managerial, confidential and short-term employees as defined by the Illinois Educational Labor Relations Act.

1.2 Definitions

A. Employee

All cooks, kitchen utility workers, salad bar workers, custodians, bus drivers, high school and elementary secretaries, high school and elementary clerks, high school and elementary aides, playground aides, computer lab aides, lunchroom clerks, special education clerks, and maintenance/transportation employee shall be included in the definition of employee.

B. Full-time employees

For the purpose of this Agreement, a full-time employee is defined as a person who works at least thirty hours per week in a position that is scheduled for 174 days in one school year.

C. Part-time employees

Unless noted differently, part-time employees shall be included in the bargaining unit but their salaries and benefits shall be based on their fractionalized employment status. A part-time employee for the purposes of this agreement is anyone who does not regularly work 30 hours or more and at least 174 days in a school year

D. Days

The term "days" when used in this Agreement, except where otherwise indicated shall mean working days when the Administrative Office is officially open for business.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Each employee, upon twenty-four (24) hour notice, shall have the right to review the contents of said employee's personnel file except for those stated in the Employee's Record's Act and to attach and place therein written reactions to any of its 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. The employee may request one (1) copy of the contents of his personnel file per fiscal year at no cost to the employee.

2.2 Rules and Regulations Governing Employees

A copy of all existing Board policies regarding employees will be made available on the District's website. Any changes in board policy shall be updated accordingly.

2.3 Dues Deductions

Upon receipt of a dues deduction authorization executed by the individual employee, the Board shall deduct monthly from each member's pay, the current dues of the Association. The Association shall furnish the certification form. Severance of employment automatically terminates dues deduction arrangements. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions are made.

The District is expressly relieved of all dues deduction liability with regard to:

- A. Insufficient earnings to cover deduction.
- B. Unpaid dues in arrears where the District has complied with its deduction responsibilities.
- C. The dues of employees no longer employed by the District or on unpaid leaves of absence.

2.4 Use of School Business Equipment

With the approval of the Superintendent or his designee, the local Association shall be allowed reasonable use of school business equipment (i.e. computers and copiers) except for central office equipment, provided that the use of said equipment does not interfere with the instructional and/or extra-curricular programs. The Association shall purchase all supplies and materials used in the business of the Association. No business equipment shall leave the school premises unless prior approval of the Superintendent is given.

2.5 Use of School Buildings

The local Association shall have the right, upon approval of the Superintendent or his designee, to use school buildings for meetings at a time when school is not in session, provided that such meetings do not interfere with instructional and/or extra-curricular programs.

The Superintendent or his designee shall approve all meeting areas. Whenever special custodial services are required, the Board may make a reasonable charge for the service.

2.6 Use of Mailboxes and Bulletin Boards

The Association shall have the right to use employee mailboxes for Association communication. A bulletin board shall be provided by the Board in each of the District's buildings for internal Association communication.

2.7 Board Agenda, Minutes, Financial Documents, and Copies of the Agreement

A copy of the agenda of all regular and special Board meetings shall be available on the District's website 48 hours prior to the meeting. The District shall also make available through the District website, copies of all open Board meeting minutes, the District Audit (5035) and the District Budget (5036), as well as a copy of this Collective Bargaining Agreement.

2.8 Authorized Representative On Campus

Provided the Association representative notifies the Superintendent, duly authorized representatives of the Association shall be permitted to transact official Association business on campus before or after the employee's workday, and during the employee's duty free lunch period. The presence of the authorized representative shall not interfere with or

disrupt the work schedule of the employee nor interfere with or disrupt the instructional or extra-curricular programs of the District.

2.9 Written Notification of Accumulated Sick Days

Employees will be notified of their accumulated sick leave, personal leave and accrued number of days of vacation on their monthly paychecks.

ARTICLE III

CONDITIONS OF EMPLOYMENT

3.1 Payroll

- A. Employees shall be paid in accordance with the salary schedule contained in Appendix A.
- B. Employees shall be paid on the 20th of each month. If the 20th falls on a weekend or a holiday, employees shall be paid on the last working day prior to the 20th.

3.2 Payroll Deductions

Employees shall have the right to authorize in writing payroll deductions for the following:

- A. Medical insurance premiums and life insurance premiums of policies offered by Employer which are not paid by the employer subject to the conditions of the insurance carrier.
- B. Tax-sheltered annuities, if available.
- C. IEA Credit Union

Employees will be allowed to change their monthly deductions four times during the fiscal year. Once an employee withdraws from a program, he/she will not be allowed to start a new program until the next fiscal year.

3.3 Lunch Periods

- A. Employees who are scheduled to work more than six (6) hours per day shall be entitled to a duty-free unpaid lunch period of 30 minutes.
- B. Cooks shall receive a paid lunch. Since the furnishing of the paid lunches is for the convenience of the Employer, the value of the meals will be excluded from the employee's gross income.

3.4 Building Opening (including gym) When No Custodian is on Duty

The Board will request but cannot guarantee that groups using school facilities will leave the building in a similar condition before such use.

3.5 Health and Safety

The employer will provide at no cost a Hepatitis B vaccine for any employee requesting such.

3.6 Employee Physical and Drug Test

- A. The District shall pay for the cost, not to exceed \$80.00 of the yearly required physicals. The District shall pay the full cost for drug tests required by the State of Illinois for all bus drivers.
- B. Except for the requirements of initial employment, should the District require an employee to have a physical examination, TB test, fingerprint background check, or random drug test, the employer shall pay the cost of the physical examination or drug test except for new incoming employees regarding the physical examination. The Employer retains the right to specify the physician or other health professional that will conduct the physicals or drug test.
- C. Sick leave shall not be used for the school paid physical exam for bus drivers.

3.7 Commercial Driver's License and/or Bus Permit

The District will pay the difference in the cost of a regular driver's license and the cost of obtaining a CDL and bus permit.

3.8 Food Sanitation License

Should the Employer require an employee to obtain and renew a Food Sanitation License, the Board will pay for the cost of the license.

3.9 In-Service

If the employee is required by the Employer to attend a training session or in-service workshop outside the district, the employer will pay for the mileage (@ IRS Rate) per mile, pay for the cost of meals up to \$25.00 per day (receipts required) and the cost of lodging. If the required training is in District and during the employee's regular workday, the employee shall be paid their regular hourly rate of pay.

The School Board will provide a meal allowance of \$10 per meal per trip for required school bus travel that is more than eight (8) hours in duration. On the day of departure, breakfast will be compensated if travel commences before 7:00 a.m. On the day of return, dinner will be compensated if travel concludes after 6:00 p.m.

3.10 Breaks

Employees scheduled to work eight (8) or more hours per day shall be entitled to two (2) paid fifteen (15) minute breaks per day. Employees scheduled to work fewer than eight (8) but more than four (4) hours per day shall be entitled to one (1) paid fifteen (15) minute break per day.

3.11 Vacation

A. Each full-time 12-month employee shall be entitled to the following vacation leave based upon years of service to the district:

At the completion of 1 year	10 days/year
At the completion of 5 years	13 days/year
At the completion of 10 years	15 days/year
At the completion of 15 years	18 days/year
At the completion of 20 years	20 days/year

Employees leaving the district shall be paid for any unused vacation time at their regular hourly rate of pay in their final check.

B. Each part-time 12 month employee shall be entitled to to the following vacation leave based upon years of service to the district:

At the completion of 1 year	5 days/year
At the completion of 5 years	8 days/year

At the completion of 10 years	10 days/year
At the completion of 15 years	13 days/year
At the completion of 20 years	15 days/year

Employees leaving the district shall be paid for any unused vacation time at their regular hourly rate of pay in their final check.

- C. Unused vacation leave will be allowed to accumulate as sick leave if not used the fiscal year it is received.

3.12 Holidays

- A. The following days shall be paid holidays for employees who work at least 15 or more hours a week on a regular basis:

Independence Day	New Year's Day
Labor Day	MLK Jr. Day
Columbus Day	Presidents' Day
Veterans Day	Good Friday
Thanksgiving	Monday After Easter
Day After Thanksgiving	Memorial Day
Christmas Day	

When a holiday falls on Saturday, the preceding Friday shall be observed if there is no school scheduled. When a holiday falls on Sunday, the following Monday shall be observed, if there is no school scheduled.

- A. The employee must work within the payroll period during which the holiday occurs.
- B. The employee must be on paid status the last scheduled working day before the holiday and the first scheduled workday after the holiday.
- C. The District may waive any of the above holidays at its discretion. In such case, employees will be given an additional paid day off for each day waived by the District.

3.13 Emergency School Closing

- A. In cases of emergency school closing and/or early dismissal employees will be paid for actual hours worked.
- B. When the schools are officially closed all day by the superintendent, due to an emergency, no leave days previously

arranged by an employee will be deducted for such emergency days. Leave time will be deducted for partial days for the number of hours that school is in session.

3.14 Custodial Shift Preference

For full-time custodians, custodial shifts shall be assigned prior to the start of the school year.

3.15 Extra-Duty Rotation System for Bus Drivers

- A. All extra duty trips will be assigned on a rotating basis. The most senior bus driver will be offered the initial trip. Successive trips will be offered on the basis of district seniority. If a conflict arises between driving a regular bus route and an extra trip, the regular route shall take precedent. Each employee will be given 48 hours notice of what trips they will be driving. However, the 48 hour notice may be waived in the case of unexpected or unforeseen trips.
- B. Should an employee be unable to drive a scheduled trip, that individual will fall to the bottom of the seniority list and the trip will be given to the next senior available driver.
- C. Any driver not wishing to take extra duty trips shall send notification in writing to the Superintendent within the first ten (10) days of each school year.
- D. If the District is unable to reach a bus driver, the trip will be offered to the next available driver.
- E. Drivers will be provided rosters on all extra trips. Chaperones will be provided if there are students on the bus for extra-curricular trips. Co-op practices would not require a chaperone.
- F. Co-op trips will be paid at Extra-Trip rates.
- G. The minimum trip pay will be equal to two (2) hours.
- H. Substitute driver assignments for the Special Ed and Pre-K routes will be assigned using the same procedure as extra duty trips outlined in 3.15 A-G, unless the need for a substitute driver is the result of a Special Ed or Pre-K driver absence of more than five consecutive days. In such case, the selection of a substitute driver

will be assigned to the most senior driver based on their availability to cover the route for the entire absence.

3.16 Work Year

The normal employee work year for full-time employees will be as follows for the following classifications:

Cooks	178 days
Kitchen Utility	174 days
Bus Drivers	174 days
Maintenance/Transportation	260 days
Custodians	260 days
Secretaries	260 days
Clerks	174 days

Work Day

The regular workday for employees shall be as follows for the different classifications:

Bus drivers for a.m. and p.m. route	3 hours (minimum)
Head Cooks	8 hours
Cooks	8 hours
Kitchen Utility	1 hour
Secretaries	8 hours
Custodians	8 hours
Maintenance/Transportation	8 hours
Clerks	7 hours

The district may employ part-time employees (those who work less than 174 days and 30 hours per week) and set the number of hours worked per day or the number of days worked or days worked per year.

- 3.17** The playground shall have at least 2 employees for supervision if the number of students exceeds 40.
- 3.18** The Board shall provide a key to the door by the Ag Room for the bus drivers to use school restroom facilities.
- 3.19** During the term of this Agreement, the Board of Education shall not sub-contract bargaining union work (except for mowing). This clause does not prohibit the Board from hiring specialists, contractors, and part-time or temporary employees from time to time as the need may arise, to perform duties of members of the bargaining unit on a temporary basis. Nothing

prohibits the Board from changing the current duties of bargaining unit members.

This limitation of the Board's right to subcontract does not prevent the Board from subcontracting bargaining unit work upon the expiration of this Agreement as provided by law.

ARTICLE IV

EMPLOYEE DISCIPLINE PROCEDURE

4.1 Probationary Status

A newly hired employee shall be considered to be a probationary employee for the six months of his/her employment, and within that period may be discharged at any time without notice, compensation or assigning any reason whatsoever.

4.2 Disciplinary Procedures

For remediable offenses or remediable violations of work rules, disciplinary action will be progressive and except for gross misconduct, in accordance to the following schedule.

- 1.) Verbal Warning
- 2.) Written Warning
- 3.) One to ten (10) Day Suspension without Pay
- 4.) Discharge

The above steps in the progressive disciplinary procedure may not be strictly followed depending on the severity of the employee's conduct as determined by the Board of Education/Superintendent.

An employee may be suspended with pay pending investigation of any matter.

4.3 Just Cause Termination

Upon completion of the probationary period, an employee shall be placed on permanent status and may be terminated for cause upon action of the Board of Education. Only discharges are subject to the just cause standard.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definition

- A. A grievance is a claim by the Association, an employee or a group of employees involving an alleged violation, misinterpretation or misapplication of the terms of this Agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all days on which the District Office is regularly open for normal business.

5.2 Procedure

Grievances shall be handled in the following manner:

Step 1: An employee who has had an alleged grievance may discuss such grievance with his/her immediate supervisor in the hope that the problem may be resolved through free and informal communication. The immediate supervisor will schedule a meeting within 10 days of the employee's request. When requested by the grievant, an Association representative may accompany the grievant to assist in the informal resolution of the grievance. Nothing contained herein shall be construed as to prohibit the principal to adjust the grievance provided that the adjustment is not inconsistent with the terms of the Agreement. If the informal process fails to rectify the problem, Steps 2 and 3 below may be followed. If however, the alleged grievance is not submitted within fifteen (15) workdays after the grievant had knowledge of the act or condition, which is the basis of the alleged grievance, it shall not be considered actionable.

Step 2: The grievant may present the grievance in writing specifying the Article and clause alleged to have been violated and stating the remedy sought, to the immediate supervisor who will arrange for a meeting to take place within ten (10) work days after receipt of the said grievance. The Association's representative, with the grievant, and the immediate supervisor shall be present for the meeting. Within ten (10) workdays of the meeting, the grievant and the Association shall be provided with the immediate supervisor's written response.

Step 3: If the grievant is not satisfied with the decision rendered in Step 2, a written appeal may be forwarded to the superintendent of schools within ten (10) workdays after receipt of the answer in Step 2. The superintendent, if requested, shall conduct a hearing, and action shall be taken on the appeal of the alleged grievance within ten (10) workdays after receipt of such appeal. Each party shall have the right to include in its representation such witnesses or advisors as it deems necessary. Within ten (10) workdays of the meeting, the grievant shall be provided with the superintendent's written response.

- 5.3** A grievance may, by mutual agreement between the grievant and the superintendent, be presented initially at Step 3.
- 5.4** If the Association is not satisfied with the disposition of the Grievance at Step 3 or ten (10) days pass without the issuance of the Superintendent's decision, the Association may submit the grievance to final and binding arbitration. Following the request for arbitration, the Association shall request the services of an arbitrator from the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 decision, then the grievance shall be deemed withdrawn.
- 5.5** The arbitrator's decision shall be binding upon the parties. The arbitrator shall not, however, have the power to add to or to subtract from, alter, or modify in any manner any of the terms of this agreement. Any grievance appealed to arbitration and on which the arbitrator determines he has no jurisdiction or power to rule, shall be referred back to the parties without decision or recommendation and the superintendent's disposition as determined under Step 3 of the grievance procedure shall then be final.
- 5.6** No reprisals shall be taken by the district against any employee because of the employee's participation in a grievance.
- 5.7** All records related to a grievance shall be filed separately from the personnel files of the employees.
- 5.8** A grievance may be withdrawn at any level without establishing a precedent.
- 5.9** If no written decision has been rendered within the time limits indicated by a step, the grievance may be processed to the next step.

- 5.10** The fees and the expense of the arbitrator shall be shared equally by the parties.

ARTICLE VI

EVALUATION/JOB DESCRIPTIONS

6.1 Evaluation Committee

The Board and Association agree to establish a committee within ninety (90) days after the ratification of this Agreement by the parties. Such committee shall consist of no more than 3 members of the Board/Administration and no more than 3 members of the Association. The purpose of the committee is to provide the Board with advisory input regarding job descriptions and the evaluation procedures. The final decision regarding job descriptions and the evaluation procedure rests with the Board of Education.

6.2 Posting of Vacancy Notices

The Board shall post notices of vacancies in the District Administrative office, Bus Barn, and each school building. Except in emergencies, such notices shall be posted internally at least seven (7) working days prior to the date the position is filled. Current employees who are given an interview, but who aren't offered the position will be given the reason. During the summer months when school is not in session, vacancy notices shall be sent via electronic mail to all members of the bargaining unit to each member's email address on file in the District Administrative office.

6.3 Interview

Any bargaining unit member who satisfies the minimum job requirements and makes timely application for a posted vacancy shall be granted an interview for the position before it is filled.

ARTICLE VII

SENIORITY/REDUCTION IN FORCE – RECALL

7.1 Defined

Seniority is the length of an employee's service starting with the first day on which duties are performed.

- A. Seniority is lost upon the following:
 - 1. Resignation
 - 2. Dismissal
 - 3. Retirement

- B. Seniority is retained but shall not accrue during the following:
 - 1. Unpaid leave of absence
 - 2. Unpaid sick leave
 - 3. Period of layoff as established by this Agreement

- C. Seniority continues to accrue during the following:
 - 1. Paid leave of absence
 - 2. Temporary disability under IMRF.

The employee with the shorter length of continuing service with the district, within the respective category of position, shall be laid off first.

7.2 Seniority Lists

By February 1, annually, the Employer shall publish a seniority list for each of the job categories.

- 1. Secretaries
- 2. Custodians
- 3. Bus Drivers
- 4. Cooks
- 5. Kitchen Utility
- 6. Clerks with a Teaching Certificate
- 7. Clerks
- 8. Maintenance/Transportation Employee

The Board will post the seniority list by categories in all buildings with support staff working in them, and give one (1) copy to the Association president. The Association will have until March 1 to justify any changes to the list. After March 1, the list shall be deemed accurate and no changes will be made during the school year.

In the event of a reduction in force, the Board shall lay-off the employee with the shorter length of continuing service with the District, within the respective categories of position. Teacher Aides with Teaching certificates shall earn seniority in the Teacher Aides and Clerks category also. Employees who have previously earned seniority in a different category may elect to take a position in that category if there is a less senior employee working in that category.

Employees shall accrue seniority as listed in the category he/she is currently employed and shall retain any previous accumulated seniority in any other category the employee has worked. However, seniority shall accumulate in only the category in which the employee is presently employed.

7.3 Seniority/Tie Breakers

In the case of ties with employees with equal seniority within their respective categories, the most senior employee shall be determined by the drawing of lots witnessed by the affected employees and an authorized Association representative.

7.4 Recall Period

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 shall be tendered to the employees so laid off from that category of position, so far as they are qualified to hold such position. The most senior employee shall be offered the first available position within the specific category of position he/she had previously held.

7.5 Waiver of Recall

Failure of the employee to respond within ten (10) calendar days after the receipt of the Board's letter of recall sent by certified mail to the employee's address on file with the Board recalling such employee will result in termination of the employee's right of recall hereunder. It shall be the responsibility of the employee to inform the Superintendent of any change in home address.

ARTICLE VIII

LEAVES

8.1 Sick Leave/Bereavement Leave

- A. Employees shall be entitled to twelve (12) days of sick leave per year. An employee will be allowed to accumulate up to two hundred twenty (220) days including the leave of the current year.
- B. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Superintendent and/or designee shall monitor the use of employees' sick leave
- C. For the purpose of sick leave, "immediate family" shall include parents, step parents, spouse, brothers, sisters, children, step children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.
- D. The Superintendent may require a physicians' certificate as a basis for sick leave pay after an absence of three (3) days for personal illness, physical or mental, or as may be deemed necessary in other cases.
- E. Each employee shall be granted not more than four (4) days per incident which shall not accumulate from year to year to be used as bereavement leave in connection with the death of a member of the immediate family or household (as defined in Letter C.). Each employee may utilize one bereavement leave day per year per incident in connection with the death of an uncle, aunt, niece, or nephew, grand-parent-in-law, cousin, or step relative.
- F. Sick leave will be deducted on ¼ day increments.
- G. Sick Leave pay will be paid on actual hours that would have been worked on the day that the employee was absent.

8.2 Personal Leave

Employees may be granted up to three (3) days of personal leave per year. Requests must be made in writing at least five or more days in advance of the targeted date of absence. The Superintendent may waive the five-day notice.

Personal leave cannot be used during the first five (5) days and the last five (5) days of the school year without permission of the Superintendent nor can personal leave be used before or after a school holiday or vacation period.

No more than two (2) employees may be granted personal leave on the same day.

Unused personal leave days shall accumulate to a maximum of five (5) days. Any additional unused personal leave days beyond five (5) shall accumulate as sick leave.

Personal leave may not be used in increments of less than $\frac{1}{4}$ day.

8.3 Jury Duty Leave

There shall be no loss in salary because of jury duty or because an employee, pursuant to subpoena issued by the clerk of a court and served on such employee, attends as a witness upon trial or has his or her deposition taken in any school related matter pending in court, provided the employee reimburses the per diem fees which the employee is entitled to receive less expenses incurred for complying with such subpoena.

8.4 Emergency Medical Technicians Leave

An employee serving as an Emergency Medical Technician for the Warsaw Ambulance Service will be excused during his/her scheduled working hours without loss of salary, loss of benefits when call for an emergency.

8.5 Unpaid Leave of Absence

Leaves of absence without pay for childcare; military service, maternity leave; and extended illness may be granted to noncertified employees who have rendered satisfactory service to the District. Any employee granted such leave shall be returned to employment in a similar capacity at the termination of such leave provided the employee follows item D.

- A. Written requests for leaves of absence without pay must be made at least ninety (90) days before the leave is desired, subject to approval of the Board. In the case of an emergency, the Board may waive the ninety (90) day advance notice.
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.

- C. Leaves of absence of less than two (2) calendar weeks, if acceptable and approved by the Superintendent, will not require Board approval, nor ninety (90) days advance notice. The Superintendent may approve such requests but the Superintendent's rejection or approval of such leave requests shall be at the Superintendent's sole and exclusive direction.
- D. The employee shall inform the Superintendent of his/her intent to return to a similar position the following school year not later than April 1. If the employee fails to inform the Superintendent prior to April 1, the employee waives his/her right to future employment in the District.
- E. Employees taking an unpaid leave of ninety (90) days or more shall not receive experience credit for the year they are on leave. The granting of an unpaid leave will not interrupt seniority. However, seniority shall not accrue while on an unpaid leave of absence.
- F. During the unpaid leave, the employee may purchase hospitalization and major medical insurance at the District group rate provided the carrier determines the employee is eligible to maintain his/her membership in the District's insurance program. The employee shall be responsible for the full amount of each monthly premium. Said payments shall be made fifteen (15) days prior to the District's premium due date to the District's secretary.
- G. None of the above stipulations shall prevent an employee from using FMLA, if available.

8.6 Association Leave

If the Association desires to send representatives to state, national and regional meetings, they shall be excused to attend without loss of salary. Written notice shall be submitted by the Association to the Principal and superintendent at least two (2) weeks in advance of the intended use. Such leave shall be limited to three (3) days per fiscal year.

ARTICLE IX

COMPENSATION AND BENEFITS

9.1 Salary Schedule

The Salary Schedules applicable to this Agreement is are attached as Appendices A, B, and C.

9.2 Insurance

- A. For the remainder of the contract the Board's contribution will be equal to the amount negotiated by the certified staff.
- B. The insurance carrier shall determine eligibility in the District insurance plan

9.3 Term Life Insurance

For those employees who are eligible for the District's health/medical insurance, the Board shall provide a \$10,000 term life insurance policy.

9.4 Overtime

Overtime is defined as hours worked in excess of forty (40) hours in a given week. Holiday hours will be included in calculations for overtime. Any overtime work shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. In lieu of pay, the employee may choose to accumulate compensatory time off at a rate of one and one-half (1 ½) times the overtime hours worked, but any time not used within ninety (90) days of accrual shall be converted to wages. The superintendent or his/her designee must approve all overtime. Compensatory time off must be scheduled in advance with the employee's supervisor and must be taken only with the supervisor's permission. If permission is denied the employee will be reimbursed his overtime rate of pay. In the event an employee works in more than one position with different rates of pay, overtime will be calculated as per the following example, (weighted average method):

Example:

An ESP works 25 hours at \$8.00 per hour and 20 hours at \$11.50 per hour. Overtime would be calculated as follows:

$$25 \times \$8.00 = \$200.00$$

$$20 \times \$11.50 = \underline{\$230.00}$$

$$45 \text{ hours} = \$430.00$$

The rate at which overtime will be paid at time and one-half (1 ½) would be \$430.00 divided by 45 hours or \$9.56 per hour. The premium portion (overtime) for five hours above forty hours would be 5 hours x 9.56 x .5 = \$23.90. Total pay for the 45 hours would be:

$$45 \text{ hours at straight time} = \$430.00$$

$$5 \text{ hours at overtime rate} = \underline{\$ 23.90}$$

$$\text{Total} \qquad \qquad \qquad \$453.90$$

9.5 Second Shift Differential

For custodians who work the second shift, their hourly rate of pay shall be increased by \$.30 per hour.

Second shift is defined as working entirely after the regular student work day.

9.6 Call-back Pay

- A. Approved work performed at a time not immediately following or proceeding the employee's regular work day shall be no less than one (1) hour in length.
- B. Should an employee be recalled to work, the employee will receive a minimum of one (1) hour pay.

9.7 IMRF Sheltering

Retirement terms are governed by the Illinois Municipal Retirement fund.

According to the authority granted by the Pension Reform Act of 1974 of the Internal Revenue code and Public Act 81-5136, Ill. Rev. Stat., ch. 108-1/2, par. 7-173.2, the Board of Education agrees to pay out of the above salary schedule four and one half percent (4.5%) of each employee's salary to the Illinois Municipal Retirement fund (IMRF) on behalf of each employee as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

9.8 Course Reimbursement

If the District requires an employee to take a college course, the District shall reimburse the employee the cost of the tuition and pay the District's mileage rate.

9.9 Mileage Reimbursement

When an employee is required by the Superintendent to use his/her personal vehicle for district business outside the District, the Board shall reimburse the employee at the rate established in Board policy for authorized travel.

9.10 Courses, District Training, Workshops

If the District approves an employee's request to attend a workshop and/or training during an employee's regular work hours, those employees attending shall be paid their regularly hour rate of pay.

9.11 Retirement Incentive

To recognize the contributions of those employees who have provided long and effective service to the youth of the District, the Board agrees to pay the following incentive amount to each employee who qualifies. Payment will be made 60 days after final regular payment. In order to receive the retirement incentive, the following conditions must be met:

- A. The employee must be at least 55 years of age and have at least 10 years of service in Warsaw C.U.S.D. #316.
- B. The employee must submit an irrevocable letter of resignation at least 90 days prior to the intended date of retirement.

10 years of service to the district - \$1500
15 years of service to the district - \$2,000
20 years of service to the district - \$2,500
25 years of service to the district - \$3,000

9.12 Substitution

In the event that a bargaining unit member is scheduled to perform work in another classification by the Superintendent or their designee, the employee shall be paid at the higher rate of pay. Example: If an aide has ten (10) years in the District and is asked to help with the cooks – that aide

will be paid at either his/her current rate of pay or step 1 of the Cook schedule, whichever is higher.

9.13 Longevity Stipend

Employees who have completed 20 years of service with the District or who are at Step 20 on the salary schedule and cannot take step movement shall receive an additional \$.25 per hour.

9.14 Educator License with Stipulations

Paraprofessionals who possess an Educator License with Stipulations with a Paraprofessional Educator Endorsement shall receive an additional \$1.00 per hour.

ARTICLE X

MANAGEMENT RIGHTS

The Employer has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. The powers or authorities, or aspects thereof, which the Employer has not abridged, delegated or modified by the express provisions of this Agreement, are retained by the Employer. The rights of the Employer, through its management officials, shall include, but shall not be limited to, the right to make decisions in the following areas; the right to determine the organization of the Warsaw C.U.S.D. No. 316 to determine the purpose of each of its service areas; to exercise control and discretion over the organization and efficiency of operations of the Employer, to set standards for services to be offered to the public; to make rules, to direct the employees of the Employer, including the right to assign work, work schedules and work hours; to make assignments of employees pursuant to intergovernmental agreements with other public organizations; to hire, examine, promote, train, transfer, assign, and schedule employees in positions with the Employer; to classify positions, to evaluate employees, to suspend, demote, discharge or take other disciplinary action against employees; to increase, reduce, change modify, or alter the composition and size of the work force, including the right to relieve employees; to reclassify positions to a higher or lower classification; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be provided or purchased to establish, modify, combine or abolish job classifications; to eliminate, relocate or transfer work in order to maintain a level of efficiency determined necessary by the Employer; and to change or eliminate existing methods, equipment or facilities.

ARTICLE XI

DURATION AND EFFECT OF AGREEMENT

11.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

11.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

11.3 No Strike

During the term of this Agreement, the Association agrees that employees shall not participate in a strike in whole or in part. Strike means an employee's refusal in concerted action with others to report for duty, or his/her willful absence from his/her position, or his or her stoppage of work, or his/her absence in whole or in part from the full, faithful or proper performance of his/her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment. Neither shall the Board conduct a lockout during the term of the Agreement.

11.4 DURATION

This Agreement shall become effective July 1, 2021 and shall expire on June 30, 2025.

This Agreement is signed this _____ day of _____, 2021

President, Warsaw CUSD #316

President, Warsaw Educational Support Personnel Association

Secretary, Warsaw CUSD #316

Secretary, Warsaw Educational Support Personnel Association

**MEMORANDUM OF UNDERSTANDING
FOR 2017-2018 SALARY SCHEDULE**

The creation of a new salary schedule for the 2017-2018 school year was created out of a desire by both parties to create uniform step increases between categories of employment. Each employee including Special Education and Pre-K route drivers will be placed on the 2017-2018 Salary Schedule by considering each employee's base hourly rate from 2016-2017 salary schedule and placing each employee on the 2017-2018 salary schedule at the step that is closest to, but greater than the 2016-2017 hourly rate.

Employees whose placement on the 2017-2018 salary schedule results in less than a \$0.15 per hour increase over their 2016-2017 base hourly rate will remain at the step on which they were placed on the 2017-2018 salary schedule, but will receive a one-time increase to their 2017-2018 base hourly rate sufficient to result in a \$0.15 increase over their 2016-2017 base hourly rate. Using Employee A from the example below, the placement on the 2017-2018 Salary Schedule resulted in a 1 cent increase. Accordingly, for the 2017-2018 school year only, Employee A will receive 14 cents more than Step 3, or \$10.96.

For Example

Employee A – Secretary, Step 8, 2016-2017 Hourly Rate \$10.81

Placement on 2017-2018 Salary Schedule at the closest step greater than \$10.81, is Step 3, Hourly Rate \$10.82.

This results in a 1 cent increase over the 2016-2017 rate.

For 2017-2018 only, Employee A will receive 14 cents more than Step 3, for an Hourly Rate of \$10.96, a 15 cent increase over last year's rate, but will remain on Step 3.

Employees whose placement on the 2017-2018 salary schedule results in an increase equivalent to or greater than \$0.15 per hour over their 2016-2017 base hourly rate will not have their hourly rate adjusted.

The Living Skills and/or Behavioral Skill Development Stipend has been removed from the collective bargaining agreement. Clerks who received the Living Skills and/or Behavioral Skill Development Stipend (\$0.50 per hour) during the 2016-2017 school year will have \$0.50 added to their 2016-2017 base hourly rate for the purpose of placement on the 2017-2018 salary schedule.

APPENDIX A

2021-2022 SALARY SCHEDULE

Step	Secretary	Bus Driver	Maintenance	Clerks	Custodians	Cooks	Utility
1	\$13.39	\$17.64	\$18.17	\$12.33	\$14.45	\$12.86	\$12.00
2	\$13.59	\$17.90	\$18.44	\$12.51	\$14.67	\$13.05	\$12.18
3	\$13.79	\$18.17	\$18.72	\$12.70	\$14.89	\$13.25	\$12.36
4	\$14.00	\$18.45	\$19.00	\$12.89	\$15.11	\$13.45	\$12.55
5	\$14.21	\$18.72	\$19.28	\$13.09	\$15.34	\$13.65	\$12.74
6	\$14.42	\$19.00	\$19.57	\$13.28	\$15.57	\$13.85	\$12.93
7	\$14.64	\$19.29	\$19.87	\$13.48	\$15.80	\$14.06	\$13.12
8	\$14.86	\$19.58	\$20.17	\$13.68	\$16.04	\$14.27	\$13.32
9	\$15.08	\$19.87	\$20.47	\$13.89	\$16.28	\$14.49	\$13.52
10	\$15.31	\$20.17	\$20.78	\$14.10	\$16.52	\$14.70	\$13.72
11	\$15.54	\$20.47	\$21.09	\$14.31	\$16.77	\$14.92	\$13.93
12	\$15.77	\$20.78	\$21.40	\$14.52	\$17.02	\$15.15	\$14.14
13	\$16.01	\$21.09	\$21.72	\$14.74	\$17.28	\$15.38	\$14.35
14	\$16.25	\$21.41	\$22.05	\$14.96	\$17.54	\$15.61	\$14.56
15	\$16.49	\$21.73	\$22.38	\$15.19	\$17.80	\$15.84	\$14.78
16	\$16.74	\$22.05	\$22.72	\$15.42	\$18.07	\$16.08	\$15.00
17	\$16.99	\$22.38	\$23.06	\$15.65	\$18.34	\$16.32	\$15.23
18	\$17.25	\$22.72	\$23.40	\$15.88	\$18.61	\$16.56	\$15.46
19	\$17.51	\$23.06	\$23.75	\$16.12	\$18.89	\$16.81	\$15.69
20	\$17.77	\$23.41	\$24.11	\$16.36	\$19.17	\$17.06	\$15.92

APPENDIX B

2022-2023 SALARY SCHEDULE

Step	Secretary	Bus Driver	Maintenance	Clerks	Custodians	Cooks	Utility
1	\$14.39	\$18.64	\$19.17	\$13.33	\$15.45	\$13.86	\$13.00
2	\$14.61	\$18.92	\$19.46	\$13.53	\$15.68	\$14.07	\$13.20
3	\$14.82	\$19.20	\$19.75	\$13.73	\$15.92	\$14.28	\$13.39
4	\$15.05	\$19.49	\$20.05	\$13.94	\$16.16	\$14.49	\$13.59
5	\$15.27	\$19.78	\$20.35	\$14.15	\$16.40	\$14.71	\$13.80
6	\$15.50	\$20.08	\$20.65	\$14.36	\$16.64	\$14.93	\$14.00
7	\$15.73	\$20.38	\$20.96	\$14.58	\$16.89	\$15.16	\$14.21
8	\$15.97	\$20.69	\$21.28	\$14.79	\$17.15	\$15.38	\$14.43
9	\$16.21	\$21.00	\$21.59	\$15.02	\$17.40	\$15.61	\$14.64
10	\$16.45	\$21.31	\$21.92	\$15.24	\$17.67	\$15.85	\$14.86
11	\$16.70	\$21.63	\$22.25	\$15.47	\$17.93	\$16.09	\$15.09
12	\$16.95	\$21.96	\$22.58	\$15.70	\$18.20	\$16.33	\$15.31
13	\$17.20	\$22.29	\$22.92	\$15.94	\$18.47	\$16.57	\$15.54
14	\$17.46	\$22.62	\$23.26	\$16.18	\$18.75	\$16.82	\$15.78
15	\$17.72	\$22.96	\$23.61	\$16.42	\$19.03	\$17.07	\$16.01
16	\$17.99	\$23.30	\$23.97	\$16.67	\$19.32	\$17.33	\$16.25
17	\$18.26	\$23.65	\$24.33	\$16.92	\$19.61	\$17.59	\$16.50
18	\$18.53	\$24.01	\$24.69	\$17.17	\$19.90	\$17.85	\$16.74
19	\$18.81	\$24.37	\$25.06	\$17.43	\$20.20	\$18.12	\$17.00
20	\$19.09	\$24.73	\$25.44	\$17.69	\$20.50	\$18.39	\$17.25

APPENDIX C

2023-2024 SALARY SCHEDULE

Step	Secretary	Bus Driver	Maintenance	Clerks	Custodians	Cooks	Utility
1	\$15.39	\$19.64	\$20.17	\$14.33	\$16.45	\$14.86	\$14.00
2	\$15.62	\$19.93	\$20.47	\$14.54	\$16.70	\$15.08	\$14.21
3	\$15.86	\$20.23	\$20.78	\$14.76	\$16.95	\$15.31	\$14.42
4	\$16.09	\$20.54	\$21.09	\$14.98	\$17.20	\$15.54	\$14.64
5	\$16.33	\$20.85	\$21.41	\$15.21	\$17.46	\$15.77	\$14.86
6	\$16.58	\$21.16	\$21.73	\$15.44	\$17.72	\$16.01	\$15.08
7	\$16.83	\$21.48	\$22.05	\$15.67	\$17.99	\$16.25	\$15.31
8	\$17.08	\$21.80	\$22.39	\$15.90	\$18.26	\$16.49	\$15.54
9	\$17.34	\$22.12	\$22.72	\$16.14	\$18.53	\$16.74	\$15.77
10	\$17.60	\$22.46	\$23.06	\$16.38	\$18.81	\$16.99	\$16.01
11	\$17.86	\$22.79	\$23.41	\$16.63	\$19.09	\$17.25	\$16.25
12	\$18.13	\$23.13	\$23.76	\$16.88	\$19.38	\$17.50	\$16.49
13	\$18.40	\$23.48	\$24.12	\$17.13	\$19.67	\$17.77	\$16.74
14	\$18.68	\$23.83	\$24.48	\$17.39	\$19.96	\$18.03	\$16.99
15	\$18.96	\$24.19	\$24.84	\$17.65	\$20.26	\$18.30	\$17.24
16	\$19.24	\$24.55	\$25.22	\$17.92	\$20.57	\$18.58	\$17.50
17	\$19.53	\$24.92	\$25.60	\$18.18	\$20.87	\$18.86	\$17.77
18	\$19.82	\$25.30	\$25.98	\$18.46	\$21.19	\$19.14	\$18.03
19	\$20.12	\$25.68	\$26.37	\$18.73	\$21.51	\$19.43	\$18.30
20	\$20.42	\$26.06	\$26.76	\$19.02	\$21.83	\$19.72	\$18.58

APPENDIX D

2024-2025 SALARY SCHEDULE

Step	Secretary	Bus Driver	Maintenance	Clerks	Custodians	Cooks	Utility
1	\$16.39	\$20.64	\$21.17	\$15.33	\$17.45	\$15.86	\$15.00
2	\$16.64	\$20.95	\$21.49	\$15.56	\$17.71	\$16.10	\$15.23
3	\$16.89	\$21.26	\$21.81	\$15.79	\$17.98	\$16.34	\$15.45
4	\$17.14	\$21.58	\$22.14	\$16.03	\$18.25	\$16.58	\$15.69
5	\$17.40	\$21.91	\$22.47	\$16.27	\$18.52	\$16.83	\$15.92
6	\$17.66	\$22.24	\$22.81	\$16.51	\$18.80	\$17.09	\$16.16
7	\$17.92	\$22.57	\$23.15	\$16.76	\$19.08	\$17.34	\$16.40
8	\$18.19	\$22.91	\$23.50	\$17.01	\$19.37	\$17.60	\$16.65
9	\$18.46	\$23.25	\$23.85	\$17.27	\$19.66	\$17.87	\$16.90
10	\$18.74	\$23.60	\$24.21	\$17.53	\$19.95	\$18.13	\$17.15
11	\$19.02	\$23.95	\$24.57	\$17.79	\$20.25	\$18.41	\$17.41
12	\$19.31	\$24.31	\$24.94	\$18.06	\$20.56	\$18.68	\$17.67
13	\$19.60	\$24.68	\$25.31	\$18.33	\$20.86	\$18.96	\$17.93
14	\$19.89	\$25.05	\$25.69	\$18.60	\$21.18	\$19.25	\$18.20
15	\$20.19	\$25.42	\$26.08	\$18.88	\$21.49	\$19.54	\$18.48
16	\$20.49	\$25.80	\$26.47	\$19.17	\$21.82	\$19.83	\$18.75
17	\$20.80	\$26.19	\$26.86	\$19.45	\$22.14	\$20.13	\$19.03
18	\$21.11	\$26.58	\$27.27	\$19.75	\$22.48	\$20.43	\$19.32
19	\$21.43	\$26.98	\$27.68	\$20.04	\$22.81	\$20.73	\$19.61
20	\$21.75	\$27.39	\$28.09	\$20.34	\$23.16	\$21.05	\$19.90

APPENDIX E

**2021 - 2025
EXTRA DUTIES**

EXTRA DUTY TRIPS

2021-2025 = Bus Driver Step 1

Head Cook Stipend	\$1,500
Head Janitor Stipend	\$1,500
Website Coordinator	\$1,500

Teacher/Aides/Clerks who possess a Professional Educator License shall have their salary increased by \$1.00 per hour.