

AGREEMENT BETWEEN  
THE LIMESTONE COMMUNITY HIGH SCHOOL DISTRICT  
#310  
BOARD OF EDUCATION  
AND  
THE LIMESTONE FEDERATION OF TEACHERS  
EDUCATIONAL SUPPORT PERSONNEL  
AFT LOCAL #3866

2019-2020      2020-2021      2021-2022      2022-2023

# **ARTICLE I**

## **RECOGNITION**

### **A. Recognition**

The Limestone Community High School District 310 Board of Education, hereinafter referred to as the “Board,” recognizes AFT Local 3866, hereinafter referred to as the “Union,” as the sole negotiating agent for all full-time/part-time regularly employed educational support staff personnel, except for the Superintendent of Grounds and Maintenance, the Board of Education secretary, the payroll clerk, Network Specialist, Food Service Manager, and any other supervisors, manager, professional or confidential employees. The Board of Education and AFT Local #3866 recognize the ultimate goal of Limestone Community High School is to provide the best possible education for the students within our district and attainment of these goals is a joint responsibility of the Board of Education, the administration, the instructors, and the educational support staff.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURES**

#### **A. Negotiations Procedures**

1. All negotiating sessions will be closed meetings.
2. Each side may have up to eight (8) people in the negotiating room.
3. Negotiating sessions shall generally begin at 6:30 PM and end at 8:30 PM. However, either party may adjourn a session at an earlier time or both parties may mutually agree to extend a session.
4. Negotiating sessions shall normally be held in the Board of Education conference room. The date of the next negotiating session shall be scheduled at the close of the current session.
5. The Board and Union agree to bargain in good faith with respect to salaries, fringe benefits, and conditions of employment. Good faith, for the purpose of this Agreement, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and/or counter-proposals in an effort to reach an agreement. It does not imply acquiescence or concessions to either party's demands in whole or in part.
6. All tentative agreements shall be reduced to writing and initialed at the meeting which tentative agreement was reached. After tentative agreement has been reached on all items negotiated, the Board will present to the Union a copy of the Agreement. The Union will vote for ratification within two (2) weeks and subsequently return to the Board for adoption.
7. Negotiations shall begin no later than April 1 or on a mutually acceptable date, in each school year when the end of the contract is reached. A written request by either party for negotiations to begin shall constitute the beginning of negotiations.
8. No new items shall be introduced after the 3<sup>rd</sup> full proposal.

## **ARTICLE III**

### **GRIEVANCE PROCEDURES**

#### **A. Definitions**

1. A claim by an employee or by the Union that there has been an alleged violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. All time limits shall consist of working days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of days when the school district is in operation, so that the matter may be resolved as soon as possible.

#### **B. Procedures**

1. The parties hereto acknowledge that it is usually most desirable for an educational support personnel employee and his/her immediately involved supervisor to resolve problems through free and informal communications. An attempt shall be made by the grieving party to resolve any grievance by means of an informal verbal communication. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows.
2. If the grievance is not resolved informally, then the grievant shall present the grievance in writing to the Assistant Superintendent or Designee. The grievance shall specify the article and clause alleged to have been violated and shall state the remedy sought. The grievance shall be initiated at this step within ten (10) working days from the point the grievant becomes aware of the alleged violation, or should have become aware, whichever is later. The Assistant Superintendent or Designee shall arrange for a meeting to take place with the grievant within ten (10) working days after the receipt of the grievance. The Assistant Superintendent or Designee shall provide a written answer to the grievant within ten (10) working days of the scheduled meeting.

3. If the grievance is not resolved at Step 2, the aggrieved may refer the grievance to the Superintendent or Designee within ten (10) working days after the receipt of the Step 2 answer. The Superintendent or Designee shall arrange for a meeting to take place within ten (10) working days of his/her receipt of the appeal. Within ten (10) working days of the meeting, the grievant shall be provided with the Superintendent's written response.
4. Within thirty (30) working days after receiving the decision, the Union may submit the grievance to arbitration under the Federal Mediation and Conciliation Service. Expenses for the arbitration services shall be borne equally by the School Board and the Union. The School Board and the Union shall pay for their own representation and transcript costs. Neither the Board nor the Union shall be permitted to assert any ground or evidence before the arbitrator that was not previously disclosed to the other party in writing in previous steps. The arbitrator shall have no power to alter the terms of this Agreement.

#### **C. Class Grievance**

1. Class Grievance involving one or more educational support personnel or one or more supervisors shall be initially filed by the Union at Step 3.

#### **D. Grievance Withdrawal**

1. A grievance may be withdrawn at any time without establishing a precedent.

#### **E. Time Bar**

1. Failure of the grievant or the Union to act on any grievance within the prescribed time limits will bar any further appeal. Failure of the administration to act on the grievance within the prescribed time limits will allow the grievant to appeal to the next step.

#### **F. Representation**

1. The grievant shall be entitled to an LFT Union member representative beginning at Step 2. The list of representatives will be provided to the Board of Education.

## **ARTICLE IV**

### **EMPLOYMENT**

#### **A. Work Year/Week**

The work year for all educational support personnel is July 1 to June 30. The work week starts on Sunday at 12:01 AM and ends on Saturday at 12:00 midnight. Usual and customary day and year shall not be changed without collectively bargaining the change with the Union.

#### **B. Work Schedules**

The work schedule for each employee will be prepared by the Assistant Superintendent, Superintendent of Building and Grounds or designee. All new or vacant positions will be posted for five days prior to the administration hiring any position.

#### **C. Full-time/Part-time Employment**

A full-time employee is considered to be an employee who regularly works thirty (30) hours or more per week and qualifies for the 600-hour standard of the Illinois Municipal Retirement Fund. These employees are offered employment benefits.

A part-time employee is considered to be an employee who regularly works less than thirty (30) hours per week. Should an employee work more than thirty (30) hours per week for a period of two months, a review of the position will be completed for consideration of possible movement to a full-time position.

#### **D. Regular Time**

All hourly employees are required to “clock in” at the beginning and end of each shift, or complete daily time sheets. Additional hours beyond the regular workweek for a position are not allowed without prior authorization from the employee’s immediate supervisor.

The clerical employee who calls substitutes shall receive an additional stipend of \$1,500 yearly.

For the individual who is back-up to the employee who calls and schedules substitutes, that individual will receive compensatory time equal to the amount of time required to complete the task which was outside of the normal work hours. The employee will also be reimbursed for any long distance phone calls made in an effort to secure substitutes for the day. A copy of the phone bill must be submitted for reimbursement.

At the request of the employee and the approval of the employee's immediate supervisor, compensatory time may be granted on a time-for-time basis, except in the cafeteria unit. All compensatory time must be recorded with the employee's immediate supervisor within one working day and the supervisor turns in to the Payroll Clerk immediately thereafter. It is to be used within six (6) months of being earned.

#### **E. Overtime Compensation**

Overtime will be paid at one and one-half time the employee's regular rate of pay after the employee works 2.5 hours more per week than their regularly scheduled work hours. Employees whose regular work week includes 40 working hours shall be paid at the rate of one and one-half time the employee's regular rate of pay for hours worked over 40. Paid time off for the purpose of sick, personal and vacation days are not counted in the calculation of hours worked. Food service workers will be paid at one and one-half time the employee's rate for all hours worked for Madrigal and the AFROTC Dinner. Holiday pay will be counted toward overtime calculations excluding building security.

The educational support personnel and his/her immediate supervisor may agree to allow the employee to take compensatory time (time and one half) off for overtime worked in a week. Sick time, vacation time and personal time taken during the week are not included in calculation for overtime.

Overtime will be allowed only with prior authorization. Overtime will be offered to employees within the same classification on a rotating basis to specific individuals based upon the overtime job requirement. The supervisor will be responsible for maintaining records for who is next in line for overtime and will communicate that information to the union steward. If necessary, overtime will be assigned by the supervisor.

Overtime hours will be paid at a rate of 1.5 times the regular hourly rate and will be paid on or before the next scheduled pay date.

Compensatory time-off is time during which the employee is not working, and, therefore, not counted as “hours worked” for purposes of overtime.

#### **F. Meal Period**

Each full-time employee will be granted a 30 minute duty-free unpaid meal period. Meal periods will be scheduled in a staggered fashion to provide coverage throughout the meal times. Each full-time food service employee will be granted a 30 minute paid meal period. Food service employees will be “on call” during the mealtime.

#### **G. Break**

Each custodial employee will be granted two 15 minute paid break periods during any five-hour work period. Break times may be combined, provided: (1) the breaks are not adjacent to start times, lunch times, or ending times; and (2) the custodian remains on campus unless permitted in advance by the supervisor.

#### **H. Jury and Witness Duty**

An educational support employee’s salary will not be reduced for absence resulting from serving on jury duty. Any money received for jury duty, excluding mileage, will be turned over to the district.

An educational support employee legally subpoenaed to testify as a witness may do so without a salary reduction. Subpoenaed educational support personnel will ask the party or the party’s agent who subpoenaed them for reimbursement equal to the amount of their salary for the employment time lost through appearing as a witness. Subpoenaed educational support personnel will turn over to the district all money they received for appearing as a witness.

Any educational support personnel, who is a plaintiff/defendant in a lawsuit and as a result must be absent during a workday, must use vacation and/or personal leave days for such absence. If an educational support employee has used all available vacation and personal days, his/her salary will be reduced on a per diem basis for such absence.



## **I. Paychecks**

Paychecks are issued on the 15<sup>th</sup> and 30<sup>th</sup> of each month. If a pay day falls on a weekend, pay will be distributed on the preceding business day.

## **J. Personnel Records**

Any employee, upon 48 hours advance written notice submitted to the Superintendent or his/her official designee, shall have the right to review the contents of his/her personnel file with the exception of matters excluded by statute. Said review shall take place during the regular hours established for the Business Office. The Superintendent or his/her designee shall be present during the review. The employee shall have the right to attach dissenting material to any item in his/her file. The employee shall be entitled to a copy of his/her file without cost.

## **K. Evaluation**

His/her direct supervisor shall evaluate each employee. The evaluation process will include a formal scheduled annual evaluation and informal day-to-day appraisals.

Supervisor(s) shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it with the employee. The original evaluation shall be signed by the employee and filed with the Superintendent.

## **L. Physical Examination**

The Board may, at any time, require an examination of any employee by a physician at the District's expense.

## **M. Paraprofessionals, In-School Detention Personnel, Study Hall Personnel, and Apex-Blended Learning Coordinator**

Full-time paraprofessionals, In-school Detention Personnel, Study Hall Personnel, and the Apex-Blended Learning Coordinator will work according to the ISBE approved school calendar from 7:30 am to 3:00 pm on regular school days and follow the teacher dismissal schedule of SIP day, parent-teacher conference days, and institute days. Part-time paraprofessionals will work up to 3.75 hours per day on normal student attendance days and cover assigned classes as scheduled on early dismissal days.

Full-time paraprofessionals will be considered salaried employees with 24 equal pays per year. Part-time paraprofessionals will continue to be paid on an hourly basis.

## ARTICLE V

### LEAVES

#### A. Sick Leave

Any educational support personnel who expects to be absent on a workday must provide notification to his/her district designee by 6:00 AM. (Second shift employees should notify their district designee by 12:00 noon.)

During the first year of employment, sick days will be granted on a prorated basis up to the total of the number of days appropriate for that position. The sick day is the same number of hours as regularly worked by the employee.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. "Immediate family" shall include parents, step-parents, spouse, brothers, sisters, step/half-siblings, children, step-children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians and may be used subject to District approval for bereavement purposes beyond the definition of immediate family.

Twelve month full-time and part-time employees will be entitled to sick time according to the following schedule after employment with the district:

	12 month employees	10 & 11 month employees	<10 month employees
0-12 yrs service	13 days	12 days	10 days
13-29 yrs service	15 days	14 days	12 days
30+ yrs service	20 days	19 days	17 days

Educational Support Personnel may take sick leave in one-half hour increments. If any employee does not use the full amount of annual leave allowed, the unused amount may accumulate to a maximum available leave of 340 days.

The Board of Education will require for all employees a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of each person's faith, as a basis for pay during leave after an

absence of three or more consecutive days for personal illness, or as it may deem necessary in other cases. The statement should verify that the absence was health related. The certificate should be given to the Superintendent or designee.

## **B. Vacation**

Beginning on the July 1 following the date of hire, each twelve month education support employee is entitled to 10 days of paid vacation time each year at full pay. The vacation schedule is to be in the best interest of the school district and must be arranged by the employee's supervisor and approved by the Superintendent and must be scheduled in advance. After 6 years of full-time service, the employee will receive 15 days, and after 15 years of full-time service, the employee will receive 20 days of vacation. Nine-month Groundskeeper employees will be entitled to five (5) days of vacation per calendar year, beginning the July 1 after completion of two years of full-time employment. Service records start on July 1 each year. Vacation time must be used in half or full day increments. Vacation days do not accumulate and do not carry over from year to year. Unused vacation days have no monetary value, and are not paid out at the time of separation of employment or at the end of a fiscal year. Vacation days must be used within the year in which they are received.

## **C. Personal Leave**

Beginning on July 1 following the date of hire, each full-time twelve month employee will be granted three personal days without cost to the employee; each full-time educational support employee working less than twelve months will be entitled to two personal days without cost to the employee. Personal leave may be used in one-half hour increments. Unused personal days will be added to sick leave accumulation.

Requests for personal days must be submitted in writing to the employee's immediate supervisor. Requests must be submitted 24 hours in advance except in emergency situations. Personal days may be taken on the days before or following an extended vacation or a three-day weekend with administrative approval only. Food Service employees may use personal days on School Improvement Days.

#### **D. Bereavement**

Each employee shall be given three (3) days per school year with pay for bereavement purposes of an immediate family defined as parents, step-parents, spouse, brothers, sisters, step/half-siblings, children, step-children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in law, sisters-in-law, and legal guardians and may be used subject to District approval for bereavement purposes beyond definition of immediate family.

If any of the allotted bereavement days are not used, they shall not carry over year-to-year.

Personal or sick days shall be used if these three (3) bereavement days are exhausted.

#### **E. Sick Leave Bank**

A sick leave bank has been established for employees. Educational support personnel may participate in the bank based upon guidelines established and distributed annually near the beginning of the school year.

## **ARTICLE VI**

### **EMPLOYMENT BENEFITS**

#### **A. Shelterability**

The District agrees to tax shelter each educational support personnel's required contributions to the Illinois Municipal Retirement Fund to the maximum extent allowable by the Pension Section of the Internal Revenue Code. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

#### **B. Paid Holidays**

Employees will not be required to work on the following holidays unless the employee's presence is required because of an emergency or for the continued operation and maintenance of school facilities or property.

All full-time hourly employees are eligible for paid holidays 90 days after date of hire. In order for an hourly employee to be paid for selected holidays, the employee must receive regular pay (worked day, sick day, and personal day, or vacation day) for the work days before and after the selected paid holiday.

The following are paid holidays for all eligible custodial employees:

Labor Day

Columbus Day (if weekday)

Veteran's Day (if weekday)

Thanksgiving and Friday after Thanksgiving

Christmas Eve Day (if weekday)

Christmas Day (December 25<sup>th</sup>)

New Year's Day (January 1)

Martin Luther King's Birthday (if weekday)

Lincoln's Birthday or President's Day (if weekday)

Casimir Pulaski's Birthday Day (if weekday)

Good Friday

Memorial Day

July 4 (if weekday)

The following are paid holidays for the hourly food service workers:

Labor Day  
Columbus Day (if weekday)  
Veteran's Day (if weekday)  
Thanksgiving  
Christmas Day (December 25<sup>th</sup>)  
New Year's Day (January 1)  
Martin Luther King' Birthday (if weekday)  
Lincoln's Birthday or President's Day (if weekday)  
Casimir Pulaski's Birthday Day (if weekday)  
Good Friday  
Memorial Day (if school is in session)

A holiday occurring within a scheduled vacation period shall not count as a day of vacation nor shall a holiday occurring while an employee is on a leave-of-absence for sickness or injury count against the employee's sick leave credits. If any of these listed days are student attendance days, they are not recognized as holidays. However, on these student attendance days, the hourly educational support personnel will be paid 1.5 times the hours worked.

If Christmas or New Year's Day fall on a weekend, rather than a paid holiday custodial employees shall have the following Monday off with pay.

### **C. Insurance**

The Board will provide a group health insurance plan. The Board agrees to pay 88% of the single premium cost, and 82% of the employee/spouse, employee/child, and employee / family premium cost for the duration of this contract. An insurance committee will be formed, as needed, consisting of three (3) bargaining unit members and two (2) administrators, who may research and recommend a new insurance plan. Before any changes are made to the benefit structure and/or premiums during the term of the agreement, the District will provide information to the insurance committee and will request a recommendation from the Committee before implementing any changes.

The Board may implement and offer voluntary wellness incentives, which may reduce premiums, deductibles, or other costs for participating employees.

Each full-time educational support personnel will receive a \$35,000 group term life insurance policy with the premium paid by the district.

#### **D. Flexible Benefit Plan**

A flexible benefit plan, not exceeding an administrative cost of \$7.00 per month per employee will be made available. The reimbursable medical portion of the Flexible Benefit Plan will provide for a maximum contribution as determined by the Internal Revenue Service. The Dependent Care Plan will continue as provided by the Internal Revenue Service. The Plan may shelter employee medical insurance premiums.

#### **E. Tuition Reimbursement**

Tuition for coursework/training requested by the District will be paid in full for clerical workers. This training includes all new computer programs that the District may purchase. All clerical employees required to use new computer software will receive training as directed by the district.

1. The Board will pay up to \$288 per semester hour for Master's level courses for those educational support staff wishing to continue their education
2. The maximum number of semester hours to be reimbursed per school year is twelve (12). The school year is defined as the fall (August 16 –December 31), spring (January 1- May 31), and summer (June 1 – August 15) semesters of a school year.
3. Pre-approval of the course must be obtained from the Superintendent if reimbursement is to be paid.
4. Reimbursement payments shall be made after the teacher returns to employment in the District for at least one semester. The teacher must remain employed by the District for an additional semester following receipt of the last reimbursement or shall repay the District that last reimbursement.
5. Reimbursement will be paid only for those course(s) that are successfully completed with a grade of "B" or better.
6. In no case will a teacher be reimbursed an amount greater than the tuition paid.
7. If a staff member receives free tuition, no reimbursement will be paid and the educational support staff must still secure pre-approval.



8. If a staff member receives a stipend, scholarship, grant, etc., covering part of the tuition, the employee can receive reimbursement from District 310 and the outside source, which is no greater than the cost of the tuition. If an employee has received tuition reimbursement and later is granted loan forgiveness for coursework already reimbursed to the employee, the employee shall repay the District the reimbursement amount received that has been forgiven.
9. A staff member may be partially reimbursed for travel, lodging and meal expenses incurred consistent with Board of Education policy and may also receive reimbursement for a course, provided that District 310 receives reimbursement from an outside agency for the travel, lodging, and meal expenses incurred. (Examples: Vocational Quality Assistance Grants, Gifted Education, or Title II)
10. Courses must be taken at an accredited and recognized institution and the class and course hours offered by the institution must be acceptable by District 310.
11. By August 15<sup>th</sup>, notification of advancement must be submitted, in writing, to the Superintendent. An official transcript must be filed with the Superintendent verifying the successful completion of all coursework for that school year no later than October 1<sup>st</sup>.
12. The following documentation is required for tuition reimbursement: an official grade report (returned after copy made by administration), proof of payment by the employee, and an official tuition notice or other information from the college/university designating tuition cost per semester hour. Employees must submit the required paperwork within 30 calendar days following course completion to be eligible for reimbursement.

## **F. Years of Service Credit**

If an employee, who works less than 12 months a year, accepts a 12-month position, his/her years of service shall not be prorated. Calculations of service credit shall be done as per IMRF calculations. If an employee transfers from one job classification to another, for example: cafeteria to clerical, IMRF service credit will be used for retirement calculations but not for seniority benefits within the new job classification.

## ARTICLE VII

### UNION ACTIVITIES

#### A. Union Activities

1. An authorized local representative of the Union shall have the right to place a reasonable number of announcements in the employee mailboxes or use the district e-mail system. The Superintendent shall receive a copy signed by the authorized Union representative of all the items placed in employee mailboxes or distributed through the district e-mail system. The Union will place no materials of a controversial or political nature in the employee mailboxes or in the district e-mail system.
2. A copy of the agenda for all regular Board of Education meetings shall be provided to the local Union President(s).
3. A copy of the minutes of Board of Education meetings shall be provided to the local Union President(s) following the meeting at which they are officially approved.
4. Should the Union send the President or his/her designees to local, state, or national conferences or on other business pertinent to Union affairs, their representatives shall be excused for no more than a cumulative of five (5) working days in a given school year, without the loss of salary or benefits, providing that the Union shall reimburse the District for the costs of the substitute(s).

#### B. Union Security

- A. Dues Deduction – The professional dues of Bargaining Unit Members may be deducted by the Payroll Department in accordance with the following stipulation:

Payroll deductions shall be available to members of any teacher organization which desires dues deductions, providing the following requirements are fulfilled:

1. The Bargaining Unit Member shall give written consent for such deduction on a dues deduction authorization form supplied by the teacher

organization to the Payroll Department at least 7 days prior to the date of the first annual scheduled payroll deduction. Written consent for dues deductions at a time subsequent to the first annual scheduled payroll deductions shall be at least 7 days prior to the date of any subsequent deduction date. This authorization shall remain in effect from year to year until cancelled by the participating Bargaining Unit Member in accordance with the procedures contained on the dues authorization form presented to the Payroll Department, or as otherwise allowed by law. The payroll department shall be informed by the organization(s) involved of the amount to be deducted for the affected year.

2. The Bargaining Unit Member shall indicate which organization or organizations for which he/she wishes to have dues deducted.
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- B. Number of Deductions – The dues shall be deducted in an equal amount from the successive payroll checks remaining in the school year and ending with the eighteenth payroll check for that school year.
  - C. Responsibility – Each organization shall be responsible that the dollar amount to be deducted for each applicant is the accurate figure reported for their respective organizations. Each organization agrees to indemnify the Board of Education from claims arising from organizations using funds for political activities.
  - D. Voluntary Membership – The Bargaining Unit Member shall be entirely free to join or to abstain from joining any of the organizations.
  - E. Payment – Payment shall be made to the organizations following each pay period in which deduction is in effect.
  - F. As provided in prior Agreements between the parties 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, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the Fair Share provisions of these prior Agreements, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

## **ARTICLE VIII**

### **ATTENDANCE INCENTIVE**

#### **A. Attendance Incentive**

Any educational support personnel who has 10, 15, or 20 years of employment with Limestone Community High School District shall be given a one-time cash bonus equal to \$10, \$15 and \$30 per day respectively for their earned unused sick leave, personal leave, to a maximum of 340 total days. This payment shall be made to the employee or the employee's estate within 30 days of termination of employment.

## **ARTICLE IX**

### **DISCONTINUATION OF EMPLOYMENT**

#### **A. Dismissal**

After due process providing the employee the opportunity to be heard, the employee's immediate supervisor may discharge any educational support personnel after conferring with the Superintendent.

No employee shall be confronted or disciplined before other employees, students, or the public.

#### **B. Termination of Employment**

When an employee decides to terminate employment with the District, it is expected that such notice will be provided in writing to the employee's immediate supervisor.

#### **C. Seniority**

Seniority shall begin on the first day of employment. All seniority shall be computed on the basis of continuous service, except that when an employee has been granted an official leave of absence, he/she shall retain his/her seniority to that date. No seniority will accrue during a leave of absence, but will resume when an employee returns from leave.

Seniority shall not transfer if an employee changes job classifications. Seniority within the new classification will start over. IMRF creditable service will remain for retirement purposes.

#### **D. Reduction in Force**

The District shall employ such educational support personnel employees as it deems advisable and to define their employment duties, provided that residency within any school district shall not be considered in determining the employment or the compensation of any such employee, or whether to retain, promote, assign or transfer such employee. If an 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. The employee with the shorter length of continuing service with the district, within the respective category of positions as stated below shall be dismissed first unless an alternative method of determining the sequence of dismissal is established in a collective bargaining agreement or contract between the board and any exclusive bargaining agent and except that this provision shall not impair the operation of any affirmative action program in the district, regardless of whether it exists by operation of law or is conducted on a voluntary basis by the board. 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 removed or dismissed from that category of position, so far as they are qualified to hold such positions. Each board shall, in consultation with any exclusive employee representative or bargaining agent, each year establish a seniority list, categorized by positions, showing the length of continuing service of each full-time educational support personnel employee who is qualified to hold any such positions, unless an alternative method of determining a sequence of dismissal is established as provided for in this Section, in which case a list shall be made in accordance with the alternative method. Copies of the list shall be distributed to the exclusive employee representative or bargaining agent on or before February 1 of each year. The administration is not required to combine parts of existing positions in a reduction in force to protect the jobs of senior employees.

## EDUCATIONAL SUPPORT PERSONNEL POSITIONS AND CATEGORIES

Position	Categories
Custodial	Full-Time Custodian Part-Time Custodian Nine-month Groundskeeper
Clerical	General Clerical Administrative Assistant Clerk Accounts Payable Computer Systems Operator
Cafeteria	Full-Time Cafeteria Part-Time Cafeteria
Paraprofessional	
Network Assistant	
Nurse	
Welcome Center Personnel	
In-School Detention Personnel	
Study Hall Personnel	
Apex-Blended Learning Personnel	
Choral Assistant	
Band/Color Guard Assistant	

## **ARTICLE X**

### **EFFECT OF AGREEMENT**


#### **A. Effect of Agreement**

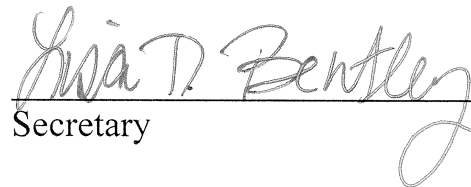
1. The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. All articles, sections, and clauses of the Agreement shall remain in full force and effect unless specifically stated as part of this Agreement. The terms and conditions may be modified only through the written mutual consent of the parties. It is understood that the Board retains all rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement.
2. Should a court of competent jurisdiction declare any article, section, or clause of this Agreement illegal, 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.
3. The Union agrees not to strike, or engage in any concerted action that would tend to disrupt the operation of Limestone Community High School District #310 during the length of this Agreement.
4. When either party executes written notification to the other party prior to February 1 of the year this contract terminates that it wishes to renegotiate the Agreement, the Board negotiating team shall meet with the Federation team, no later than April 1, to receive the Union's proposal, and negotiations shall continue in an effort to reach an agreement. This agreement shall become effective on July 1, 2019, and shall continue in effect until June 30, 2023. Negotiations shall begin no later than April 1, 2023.
5. This Agreement is signed this 13<sup>th</sup> day of August, 2019.



In witness thereof:

FOR THE LIMESTONE  
FEDERATION OF TEACHERS

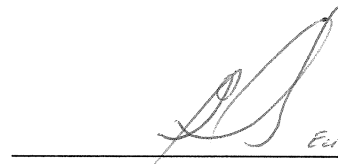
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

FOR THE LIMESTONE  
ADMINISTRATION

  
\_\_\_\_\_  
Superintendent

FOR THE LIMESTONE DISTRICT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

## EDUCATIONAL SUPPORT PERSONNEL WAGE INCREASES

		<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Clerical (yearly)	12 Month	3.4%	3.4%	2.9%	2.9%
	11 Month	3.4%	3.4%	2.9%	2.9%
	10 Month	3.4%	3.4%	2.9%	2.9%
	9.5 Month	3.4%	3.4%	2.9%	2.9%
	9.25 Month	3.4%	3.4%	2.9%	2.9%
	9 Month	3.4%	3.4%	2.9%	2.9%
Custodial (per hour)		3.4%	3.4%	2.9%	2.9%
Boiler Operator		\$0.28 add'l per hour			
Maintenance		\$0.48 add'l per hour			
Second Shift		\$0.25 add'l per hour			
Second Shift Lead		\$1.00 add'l per hour			
Third Shift		\$0.33 add'l per hour			
Food Service (per hour)		3.4%	3.4%	2.9%	2.9%
	Assistant Cook	\$0.30 add'l per hour			
	Head Cook	\$0.75 add'l per hour			
	Salad Bar	\$0.70 add'l per hour			
	Snack Bar	\$0.70 add'l per hour			
	Store Room/A la Carte	\$0.30 add'l per hour			
Paraprofessional (yearly)	9 month	3.4%	3.4%	2.9%	2.9%
Network Assistant (yearly)	12 month	3.4%	3.4%	2.9%	2.9%
Nurse (yearly)	9.25 month	3.4%	3.4%	2.9%	2.9%
Welcome Center Personnel (yearly)	9 month	3.4%	3.4%	2.9%	2.9%
In-School Detention Personnel (yearly)	9 month	3.4%	3.4%	2.9%	2.9%
Apex-Blended Learning Personnel (yearly)	9 month	-----	3.4%	2.9%	2.9%
Study Hall Personnel (yearly)	9 month	3.4%	3.4%	2.9%	2.9%
Band/Color Guard Assistant (hourly)		3.4%	3.4%	2.9%	2.9%
Choral Assistant (hourly)		3.4%	3.4%	2.9%	2.9%

One time increase for the 2019-2020 school year in lieu of percentage raise stated above:  
Records Clerk shall be renamed Special Education & Records Clerk and compensated \$5,000 for absorption of position.  
Full-time food service personnel will receive an increase of \$1.00 per hour.