

AGREEMENT

**BETWEEN THE BOARD OF EDUCATION
OTTAWA TOWNSHIP HIGH SCHOOL
DISTRICT 140**

AND

**LOCAL 73
SERVICE EMPLOYEES INTERNATIONAL UNION**

**2012-2013
2013-2014
2014-2015
SCHOOL YEARS**

Paraprofessional Contract

TABLE OF CONTENTS

ARTICLE I - PREAMBLE	3
ARTICLE II - RECOGNITION	3
ARTICLE III- DEFINITION OF BARGAINING UNIT.....	3
ARTICLE IV – TEMPORARY EMPLOYEES	3-4
ARTICLE V DUES DEDUCTIONS	4
ARTICLE VI- FAIR SHARE.....	4-5
ARTICLE VII - UNION RIGHTS	5-6
ARTICLE VIII - DISCIPLINE AND DISCHARGE.....	6
ARTICLE IX - GRIEVANCE PROCEDURE.....	6-8
ARTICLE X – HOURS OF WORK.....	9
ARTICLE XI – WAGES.....	9-10
ARTICLE XII- TUITION REIMBURSEMENT	10
ARTICLE XIII - HOLIDAYS.....	10-11
ARTICLE XIV - INSURANCE	11
ARTICLE XV - RETIREMENT COMPENSATION CLASSFIED PERSONNEL	11-12
ARTICLE XVI - NO STRIKE CLAUSE.....	12
ARTICLE XVII - NO DISCRIMINATION.....	12
ARTICLE XVIII- EVALUATIONS	12
ARTICLE XIX- VACANCIES AND TRANSFERS.....	12-13
ARTICLE XX- SICK LEAVE.....	13
ARTICLE XXI- PERSONAL LEAVE.....	13-14
ARTICLE XXII- SAFETY AND HEALTH	14
ARTICLE XXIII - MATERNITY /PATERNITY/CHILD REARING LEAVE	14-15
ARTICLE XXIV - REDUCTION IN FORCE	15
ARTICLE XXV – BOARD RIGHTS... ..	15
ARTICLE XXVI – SAVINGS CLAUSE.....	15
ARTICLE XXVII – TERM OF AGREEMENT	15
ARTICLE XXVIII –SIGNATURE CLAUSE.....	16
APPENDIX A –SALARY SCHEDULE.....	17

ARTICLE I - PREAMBLE

THIS AGREEMENT dated _____, 2014 is entered into by and between the Board of Education, Ottawa Township High School District No. 140 (hereinafter referred to as the "Board", and Local 73, Service Employees International Union (hereinafter referred to as the "Union"). Both parties agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The parties agree to act at all times in such manner as to assure proper dignity and respect to bargaining unit employees.

ARTICLE II - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Board recognizes the Union as the exclusive bargaining agent for the paraprofessional employees of the Board.

The Board agrees not to negotiate with any representative of the employees other than Local 73, SEIU for the duration of this Agreement.

ARTICLE III-DEFINITION OF BARGAINING UNIT

The bargaining unit shall include all full-time and part-time regularly employed, by the District including, Hall Monitor, Bus Monitor, Sign Language Assistant, Teaching Assistant, Teaching Aide, Personal Aide, Job Coach and excluding employees defined in the Illinois Educational Labor Relations Act.

For the purpose of this Agreement the term "employee" shall refer to any member of the bargaining unit.

The term "School Year Employee" shall refer to any member of the bargaining unit who works regularly throughout the school year.

The term "Union Representative" shall refer to any steward, officer, or staff representative of the Union.

The term "Seniority" shall refer to length of continuous service.

ARTICLE IV-TEMPORARY EMPLOYEES

- A. A temporary employee is any person employed for a specific project or for a specific length of time, in either case not to exceed three (3) months; provided, however, that the Board may extend that period for an additional one (1) month period, upon prior written notice to the Union. If, at the end of this four (4) month period, the position is to continue,

B. it shall be considered permanent and the vacancy shall be posted and filled in accordance with Article XXII. If however, the specific project is grant funded, the temporary nature of the position shall last according to the following:

1. If the grant begins at the beginning of the school year, the temporary nature of the job will last for the entire school year. If the grant is renewed for the following school year, the Union will be notified, after the 3rd year the position will become permanent.

2. If the grant is begun after the school year has started, the temporary nature of the job will last for the remainder of that school year, plus one additional school year at which time if the grant is renewed the job will become permanent.

B. Temporary employees shall have the right to apply for the position they formerly occupied or for any other vacancy.

ARTICLE V-DUES DEDUCTION

The Board shall deduct every pay period, the amount of Union dues as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee.

Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded monthly to the Union office.

Dues shall be deducted only for members of the Union.

ARTICLE VI - FAIR SHARE

A. Fair Share: All employees covered by this agreement, as a condition of employment, will within thirty (30) days of his/her employment by the Board either

(a) Shall become members of the Union and pay to the Union regular Union dues or,

(b) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment, as set by the Union.

B. Payroll Deduction: Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union on a monthly basis, provided, however, that the amount of said fair share fee shall not exceed the dues paid by the members of the Union.

Cope Deduction. The Employer agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deduction on the forms provided for that purpose by the Union. The transmittal shall be accomplished by a list of the names of the employees from who such deduction have been made and the amount deducted from each employee. The rate of deduction may be adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employees' dues withholdings.

C. Religious Exemption: An employee who is a member of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Union shall be required to pay an amount equal to their fair share fee, as described in Section 1, to a non-religious charitable organization mutually agreed upon by the Union and the affected employee per the rules and regulations of the Illinois Educational Labor Relations Act.

D. Indemnification: The Union shall indemnify and save the Board harmless against any and all claims, suits, demands, or other forms of liability that may arise out of or by reason of any action taken by the Board for the purpose of complying with any provisions of this Article.

ARTICLE VII - UNION RIGHTS

1. Union Access: Union representatives shall be granted reasonable access to employee work locations, upon the consent of the supervisor, for the purpose of contacting employees concerning business within the scope of representation. Union representatives shall discuss said business with employees during the employees' non-working hours, namely during lunch or before and after the work day. Such access shall be granted only if it does not interfere with work operations.

2. Stewards/Officials: The Union will designate two stewards from within the bargaining unit. The Union shall provide the Board with the names and positions of the employees designated as the Union Stewards and the name and position of any employee designated as a Union Official.

A steward may represent a member of the unit covered by this Agreement at the appropriate step of the grievance procedure concerning a dispute of the rights of a member under the terms of this Agreement within the scope of representation. A steward shall have the right, upon the request of the employee involved, to represent such employee in a review of the employee's performance evaluation.

3. Bulletin Board Space: The Board will provide bulletin board space in the mail room for official Union notices of a non-controversial nature.

4. School Mail/e-mail: Use of the school mail distribution and e-mail system is authorized for disseminating data and information to the members of the Union, consistent with the Board's Electronic Policy.

5. Meeting Space: The Union and its representatives shall have the right to use school buildings and facilities for meetings upon the approval of the administration. Such approval shall not be unreasonably withheld.

6. Board Agenda: The Union Steward shall be given written notice or by E-mail of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting by virtue of placing a copy of such notice and agenda in his/her mailbox.

7. Notification of New Hire and Status Change: One copy of approved minutes of Board meetings shall be accessible on the ottawahigh.com website, emailed, or placed in the mail box of the Union Steward as soon as they have been prepared.

8. Copies of Agreement: The Board shall prepare and provide copies of the collective bargaining agreement to all employees.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

Each employee shall have the right, upon request, to review the contents (except placement recommendations which are confidential) of said employee's personnel file in the presence of an administrator and to place therein written reactions to any of its contents. The employee's official personnel file is located within the office of the Superintendent.

When an employee is required to appear before the administration concerning a matter which is known at the time to potentially adversely affect his/her employment, the employee shall be entitled to have a representative of the Union present.

Disciplinary action involving loss of wages or dismissal will be taken against an employee only for just cause.

If such action is taken, the employee may request an appeal of the action to the Board at a closed session during its next regularly scheduled meeting. The employee shall be entitled to have a Union representative present.

Security cameras installed in the building shall not be used for surveillance of employees or discipline of employees unless a crime has been committed.

ARTICLE IX - GRIEVANCE PROCEDURE

A. Definitions:

1. Any claim by the Union or any unit member that there has been a violation or misinterpretation of this Agreement shall be defined as a grievance.

2. All time limits referred to in the grievance and arbitration procedures shall consist of work days, unless specifically described as calendar days.

3. Failure of an employee to submit or to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrative failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limit, however, may be extended by mutual agreement.

4. Initiation of this grievance procedure shall be conditioned upon the filing of the formal grievance in writing within twenty (20) days of when the occurrence may have been reasonably discovered.

B. Procedures:

1. The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

a. If the grievance is not resolved in Step 1, the grievant may refer the grievance in writing to the Superintendent or his designee who will arrange for a meeting to take place within five (5) days of the meeting.

b. Within ten (10) days after receiving the decisions of the Superintendent or designee, the grievant may appeal to the Board of Education through the Superintendent. Within thirty (30) calendar days the Board shall meet on the grievance in closed session. Within ten (10) days after that meeting the decision of the Board' shall be communicated in writing to the Union and to any individual grievant(s). Any meeting of the Board of Education concerning a grievance shall be in closed session.

c. If the Union is not satisfied with the answer of the Board to a grievance, it may submit the grievance to final and binding arbitration by notifying the FMCS with a copy to the Superintendent. The FMCS shall make the selection of the arbitrator to hear and decide the grievance, as provided under the rules and regulation of the FMCS. If a demand for arbitration is not filed with the FMCS within thirty (30) calendar days of the Board's decision, the grievance shall be deemed to have been waived.

C. General

Provisions:

1. The arbitrator shall have no power to alter the terms of this Agreement. His or her authority shall be strictly limited to deciding only the issue or issues presented to him by the Board and the Union, and his decision shall be based only upon interpretation of the meaning of the applicant to the facts of the case of the express relevant language of this agreement.
2. Each party shall bear the full cost of presenting its case in arbitration. The cost of the arbitrator and the FMCS shall be divided equally between the parties.
3. If either party requests a transcript of the arbitration hearing, that party shall bear full cost of such transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.
4. Grievances of a general nature, involving one or more employees or one or more supervisors, may be initially filed by the Union at paragraph (a.) under Procedures.
5. The Board acknowledges the right of the Union grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union representative is not present.
6. The Union shall be provided with copies of documents, if any, which are subject to a grievance. The Union may request other documents related to the grievance and the Board may grant such requests.

If the Board refuses such a request, the Union is free to pursue other legal means of securing documents related to a grievance.
7. No reprisals shall be taken by the Board or the Union against any employee because of the employee's participation or lack of participation in a grievance.
8. Except in the case of an arbitration, no work time should be used in the preparation for any grievance. Any time any employee spends in arbitration shall be paid time, the Union to reimburse the District if a substitute is needed to fill in for the employee.
9. All records generated by the processing of a grievance shall be filed separately from the employee's personnel file.
10. A grievance may be withdrawn or settled at any level without establishing precedent.

ARTICLE X-HOURS OF WORK

Section 1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

Section 2. Normal Work Day and Normal Work Week for 10-Month Employees.

The normal work day for full-time employees shall be 7 hours with an additional 30 minute unpaid, duty-free lunch period. However, a minimum of 4 hours for those on Schedule II will be guaranteed with the exception of anyone limited by IMRF Early Retirement Regulations.

The scheduling of these hours and lunch period may be flexible as determined by the administration or their designee. The days that students are dismissed early, the work hours shall be reduced to one half hour after dismissal. Employees covered by this agreement will work a minimum of the student attendance days. Additional days or time may be required by the Board when determined necessary and beneficial for the operation of the district.

ARTICLE XI - WAGES

For the term of this Agreement, the 2011-12 salary schedule shall remain in effect except as modified below.

For the 2012-13 school year:

0% increase to the 2011-12 base salary; no step movement and all bargaining unit member salaries frozen at the 2011-12 salary.

For the 2013-14 school year:

0% increase to the 2011-12 base salary; no step movement, and all bargaining unit member salaries frozen at the 2011-12 salary. On January 31, 2014, a one-time bonus of \$400.00 will be paid to each full-time bargaining unit member employed by the Board on the date the bonus is paid, pro-rated for part-time bargaining unit members.

For the 2014-15 school year:

0% increase to the 2011-12 base salary; no step movement, and all bargaining unit member salaries frozen at the 2011-12 salary. On March 27, 2015, a one-time bonus of \$500.00 will be paid to each full-time bargaining unit member employed by the Board on the date the bonus is paid, pro-rated for part-time bargaining unit members.

Employees shall be paid on a semi-monthly basis all year-round according to the attached schedule. (See Appendix A).

Payment Calculation: Employees will be paid seven (7) hours per day for duration of contract. Any hours above 7 will be documented on a time sheet and paid within the next pay period. Employee base pay will be the number of days scheduled times 7 hours/divided by 24 - paid throughout the summer in order for the District to take insurance and other deductions from payroll.

Section 1. Overtime- An employee shall be paid time and one half their regular straight time hourly rate of pay for hours worked in excess of 40 hours per week.

The beginning rate for the position of Sign Language Assistant that has passed the State Certification test shall be \$20.00 per hour should their position require this certification. The yearly raise shall be determined on where he/she is placed on the salary schedule.

Certified Nursing Assistants shall receive \$2.00 per hour over the hourly amount where he/she is placed on the salary schedule should their position require this certification.

The Board shall pay a longevity payment of \$300 for each five (5) year increment of full-time service earned after July 1, 2012, during the term of this contract.

ARTICLE XII - TUITION REIMBURSEMENT

The Board agrees to reimburse employee for tuition cost up to \$120.00 per credit hour for pre-approved courses or workshops. A pre-approval form must be submitted to and approved by the Principal or designee prior to enrollment in any course or workshop. Courses or workshops taken without prior approval will not be reimbursed.

ARTICLE XIII - HOLIDAYS

The annual salary for school year employees and school year employees includes pay for the following holidays when school is not in session:

1. New Year's Eve
2. New Year's Day
3. Thanksgiving Day
4. Christmas Eve
5. Christmas Day
6. Employee's Birthday*
7. President's Day
8. Martin Luther King, Jr. Day

*The birthday holiday may be taken once each year with the approval of the employee's immediate supervisor either on your birthday or as a full day floating holiday within the fiscal year.

Alternate days will be designated for holidays 1, 2, 4, and 5, should they occur on Saturday or Sunday.

ARTICLE XIV - INSURANCE

Section 1.

With the exception of those grandfathered (those hired prior to 2009-10), the Board of Education shall provide to all bargaining unit employees who are eligible, the same single health/prescription and transplant, insurance as OTHSEA, including the contribution level during the term of this agreement.

Section 2. Insurance Review Committee. The Union shall have the right to name one representative to the District's Insurance Review Committee. The purpose of the Insurance Review Committee is to review any concerns or proposed changes in the insurance programs of the District. Any decisions of the Committee must be ratified by the Union and the Board, and when ratified such decisions shall be incorporated into and become a part of this Agreement.

ARTICLE XV - RETIREMENT COMPENSATION CLASSIFIED PERSONNEL

When the Board determines it is in the best interest of the District and the employee to take early retirement, said employee shall be granted early retirement as set forth below:

A. The early retirement consideration provided herein shall apply only to those employees who shall have passed the age of 55, and who have completed fifteen (15) years of full-time continuous service and give a two year irrevocable notice of intent to retire.

B. Those employees who meet the foregoing requirements must apply for the early retirement by March 1 of the school year prior to the two year notice. Such application must be submitted in writing and state intention to resign if the early retirement program is approved by the Board.

C. If the Board denies a request by an employee for early retirement, the reason for denial shall be given in writing to the employee.

D. If the Board agrees to the request, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases of IMRF creditable compensation, for each of his/her remaining two years of service. If, after submitting an irrevocable notice of retirement by March 1, the employee resigns from or is dismissed from duties for which the employee was paid a stipend or additional compensation from the previous year, the retirement incentive for that employee will be recalculated accordingly.

E. The Board agrees to provide single health insurance to all employees with twenty (20)

years of service to OTHS from age 60 to 65 and from age 55 - 65 with thirty (30) years of full-time continuous service to OTHS until the retiree reaches the age of 65 or Medicare eligible.

ARTICLE XVI - NO STRIKE CLAUSE

There shall be no strike amongst bargaining unit employees during the term of this Agreement. The Board will not lock out employees during the term of the Agreement.

ARTICLE XVII - NO DISCRIMINATION

To the extent of and in accordance with the applicable state and federal law, neither the Board nor the Union will interfere with, restrain, coerce, or intimidate the employees covered by this Agreement because of membership or non-membership in the Union, or activity or refraining from activity on behalf of the Union; nor shall the Board or the Union discriminate against any employee or prospective employee because of that individual's race, color, religion, sex, national origin, age, veteran, or marital status. Any alleged violations of this Article shall not be subject to review through the grievance and arbitration provisions of this Agreement. Instead, unresolved alleged violations may be taken to the court or administrative agency having jurisdiction of the subject matter and jurisdiction of the parties as determined by law.

ARTICLE XVIII-EVALUATIONS

Any formal evaluations of the work performance of an employee will be concluded openly and with full knowledge of the employee. Within a reasonable length of time thereafter, the employee will be given a copy of any formal evaluation report prepared by his/her supervisor and will have the right to discuss such report with his/her supervisor. Nothing herein prevents or restricts the ability and right of administration or any supervisor to informally monitor, observe, or evaluate the performance of an employee at any time and under any circumstances.

The evaluation shall not be used to discipline employees, but will be used to identify potential problems, recognize achievements and improve work habits and/or skills.

Each employee shall have the right, upon request, to review the contents (except placement recommendations which are confidential) of said employee's personnel file in the presence of an administrator, and to place written reactions to any of the contents into the file.

ARTICLE XIX - VACANCIES AND TRANSFERS

A. In the event of a vacancy, the Steward shall be notified at least five (5) working days prior to filling the vacancy. The Steward shall be responsible for posting the notice and notifying employees not on active duty. The notice of vacancy shall include a brief, non-binding description of the duties and qualification related to the position.

B. Current employees shall have the opportunity to apply within the above guidelines. Available jobs will be awarded to the most senior qualified applicant. Qualifications

include the ability to perform the duties of the position within the normal orientation period and past performance. The Union Steward will then be notified of the decision, and any current employees who applied for the position will be notified in writing or by e-mail by the Board.

C. Should such a unit position not have a rate of pay provided under this Agreement, the Board and the Union shall agree on the rate of pay. This paragraph shall not interfere with the filling of the vacancy.

ARTICLE XX - SICK LEAVE/SICK LEAVE BANK

Eleven (11) days for school year employees will be granted to each employee per year. Unused sick leave days may accumulate to a maximum of 230 days.

The Board may require a physician's certificate as a basis for granting sick leave after an absence of three (3) consecutive days or as deemed necessary in other cases.

A sick leave bank shall be maintained by the Board to provide sick leave benefits to SEIU 73 unit members who incur a prolonged illness or injury. Employees who choose to participate in the sick leave bank program will relinquish one sick leave day per year which will be deducted on September 1 from granted sick leave. Sick leave days deposited by the contributing member will remain in the sick leave bank.

During the 2013-14 school year the Board will provide fifty (50) sick days to establish a sick bank. Additionally, during the 2013-14 school year the Board will match the aggregate number of days contributed by employees to participate in the sick bank. Remaining sick days from the 2013-14 school year will remain in the sick bank for the 2014-15 school year with no further contribution from the Board. Employees who wish to participate in the sick bank will have one (1) sick day deducted on September 1st each school year they participate.

An SEIU 73 unit member shall not be eligible to apply for days from the bank until all accumulated sick, personal, and vacation days have been exhausted. A maximum of sixty (60) bank days may be used during any one school year by any eligible member for a single accident, illness, or injury. Such days of absence need not be continuous.

Applications for bank days are to be submitted to the Superintendent for review by a committee comprised of (1) a unit member selected by the SEIU 73, (2) the Superintendent or his designee, and a mutually agreed upon person at large. The application shall be accompanied by a physician's confirmation of the illness and expected recovery period. The committee may demand a second physician evaluation before rendering a decision on the application. The decision of the committee to grant or deny sick leave days from the sick leave bank shall be final and not subject to the grievance procedure. Any illness or injury covered by Workman's Compensation is excluded.

ARTICLE XXI - PERSONAL LEAVE

Each employee shall be granted up to two (2) days of leave annually (with pay) for the purpose of transacting or attending to personal, legal or business matters which cannot be transacted except during working hours. Requests must be submitted and approved by the Superintendent or designee at least three (3) working days in advance on the district form. The employee must state, "personal business" on the request form. In the event of an emergency where the leave is requested less than three (3) days prior to the desired onset of the leave, the employee shall specify the reason for the leave.

Except in the instance of an extraordinary circumstance (which shall be explained) or for observance of a recognized religious holiday, personal leave shall not be granted during the first five (5) or the last five (5) employment days of the school year or on the employment day immediately preceding or following a school holiday or recess period.

In an emergency every effort will be made by the employee to notify the appropriate supervisory personnel. Up to one unused personal leave day may rollover to the following school year for a maximum of three (3) personal leave days at the commencement of any school year. Any unused personal leave days in excess of this accumulation shall be converted and added to accumulated sick leave.

Extraordinary Circumstances: Consideration shall be given for such reasons as court summons, Appearances, funerals, weddings, or college graduation in the immediate family, or other compelling absences not due to illness over which the employee has little or no control. For purposes of this section, the term "immediate family" shall mean parents, spouse, children, siblings, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Accounting: Personal leave shall be reported and charged in full or half day increments. If an employee's absence on a particular day is between 1 and 3.5 hours, he/she shall be charged for one-half (1/2) day of leave. An absence which exceeds 3.5 hours of work shall be charged as a full day of leave.

ARTICLE XXII - SAFETY AND HEALTH

1. Upon request by either party, the Administration and the Union shall meet at a mutually agreeable time and place to discuss problems of employees' safety and health. These meetings shall not exceed three per year and shall be for discussion purposes only pertaining to agenda items. The agenda for such a meeting shall be submitted to the Superintendent in writing at least (1) week in advance of the scheduled date of the meeting.

ARTICLE XXIII- MATERNITY/CHILD REARING LEAVE

1. The employer shall grant a maternity/paternity/child-rearing leave of absence without pay or loss of seniority to any employee who submits a written request for such leave pursuant to the conditions established in paragraphs 2 and 3. The employee may, at his or her option, continue any insurance benefits at the employee's expense, if permitted by the carrier.

2. The effective date of the leave shall be mutually established by the employee and the employer.

3. The duration of the leave and terms and conditions to return to employment including notification of intent to return shall be mutually established between the employee and the employer. All accumulated benefits previously gained and earned prior to the leave shall be retained upon return.

ARTICLE XXIV - REDUCTION IN FORCE

In the event of a need for reduction of employees, the order of reduction shall be in the inverse order of seniority as follows:

1. Temporary workers
2. Part-time employees
3. School-year employees

ARTICLE XXV - BOARD RIGHTS

The Board retains and reserves the ultimate responsibility for proper management of the District as conferred upon and vested in it by the statutes of the State of Illinois including, but not limited to, the right and responsibility to:

A. Maintain executive management and administrative control of the district in its properties and facilities and the activities of its employees as related to the conduct of school affairs.

B. Hire all employees and subject to the provisions of law, determine their qualifications and conditions for their continued employment or their dismissal or demotion in their assignment, and to promote and transfer all such employees as it, in its discretion as determined by the agreement.

C. The exercise of the foregoing powers, rights, authorities, and duties shall be limited only by the specific and express terms of this agreement.

ARTICLE XXVI - SAVINGS CLAUSE

Should any provisions of this agreement be ruled illegal or invalid, by statute or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect for its duration.

ARTICLE XXVII - TERM OF AGREEMENT

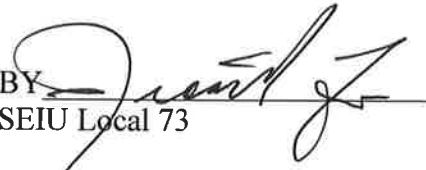

This Agreement shall remain in full force and effect from July 1, 2012 until June 30, 2015.

ARTICLE XXVIII - SIGNATURE CLAUSE

In witness whereof, the parties heretofore have caused this Agreement to be signed by their respective representatives on this 27 day of January, 2014.


Local 73, SEIU

OTHS BOARD OF EDUCATION

BY  4-17-14 BY 
SEIU Local 73 President

BY _____
Member, Negotiating Committee

BY 
Board Secretary

BY 
Member, Negotiating Committee

BY 
Member, Negotiating Committee

APPENDIX A - SALARY SCHEDULE

LEVEL	STEP	2009-10	2010-11	2011-12
I	21	\$14.53	\$14.53	\$14.53
I	20	\$14.21	\$14.21	\$14.21
I	19	\$13.99	\$13.99	\$13.99
I	18	\$13.46	\$13.46	\$13.46
I	17	\$13.13	\$13.13	\$13.13
I	16	\$12.81	\$12.81	\$12.81
I	15	\$12.53	\$12.53	\$12.53
I	14	\$12.25	\$12.25	\$12.25
I	13	\$11.98	\$11.98	\$11.98
I	12	\$11.72	\$11.72	\$11.72
I	11	\$11.46	\$11.46	\$11.46
I	10	\$11.21	\$11.21	\$11.21
I	9	\$10.96	\$10.96	\$10.96
I	8	\$10.72	\$10.72	\$10.72
I	7	\$10.46	\$10.46	\$10.46
I	6	\$10.20	\$10.20	\$10.20
I	5	\$9.96	\$9.96	\$9.96
I	4	\$9.71	\$9.71	\$9.71
I	3	\$9.48	\$9.48	\$9.48
I	2	\$9.25	\$9.25	\$9.25
I	1	\$9.00	\$9.00	\$9.00
II	20	\$13.78	\$13.78	\$13.78
II	19	\$13.45	\$13.45	\$13.45
II	18	\$13.12	\$13.12	\$13.12
II	17	\$12.80	\$12.80	\$12.80
II	16	\$12.49	\$12.49	\$12.49
II	15	\$12.18	\$12.18	\$12.18
II	14	\$11.88	\$11.88	\$11.88
II	13	\$11.59	\$11.59	\$11.59
II	12	\$11.31	\$11.31	\$11.31
II	11	\$11.04	\$11.04	\$11.04
II	10	\$10.77	\$10.77	\$10.77
II	9	\$10.40	\$10.40	\$10.40
II	8	\$10.12	\$10.12	\$10.12
II	7	\$9.85	\$9.85	\$9.85
II	6	\$9.57	\$9.57	\$9.57
II	5	\$9.29	\$9.29	\$9.29
II	4	\$9.02	\$9.02	\$9.02
II	3	\$8.76	\$8.76	\$8.76
II	2	\$8.50	\$8.50	\$8.50
II	1	\$8.25	\$8.25	\$8.25

Description	Year	Level
Paraprofessionals	Contract year	I
Job Coach	Contract year	I
Hall Monitors	Contract year	II

The Board shall reserve the right to allow credit for previous experience and/or training for placement on the schedule.

The CNA position shall receive \$2.00 more per hour on the step that they are positioned.

Article XI – Wages

For the 2015-16 school year:

Paraprofessionals who have reached the maximum level on the salary schedule and paraprofessionals who are in their first year of employment at OTHS will receive a stipend on March 25, 2016 of \$600 (calculated as \$500 from the 2014-15 school year plus an additional \$100 for the 2015-16 school year). All other paraprofessionals in their second year or more of continued service at OTHS as a paraprofessional will receive two steps, in lieu of a stipend, on the salary schedule during the 2015-16 school year.

Paraprofessionals who have not reached the maximum level on the salary schedule or who are not in their first year of employment at OTHS as paraprofessionals **will not receive** a stipend on March 25, 2016 if their level of salary only (exclusive of other compensation) is equal to or greater than \$100 more, with receiving two steps, during the 2015-16 school year than it was during the 2014-15 school year.

Paraprofessionals who have not reached the maximum level on the salary schedule or who are not in their first year of employment at OTHS as paraprofessionals **will receive** a stipend on March 25, 2016 if their level of salary only (exclusive of other compensation) is \$100 or less, with receiving two steps, during the 2015-16 school year than it was during the 2014-15 school year. This stipend will guarantee that each paraprofessional who is not in their first year of employment at OTHS as a paraprofessional will earn \$100 more in salary (exclusive of other compensation) during the 2015-16 school year than he or she earned during the 2014-15 school year.

Hall monitors who are in their first year of employment at OTHS will receive a stipend on March 25, 2016 of \$476.64 (calculated as \$395.40 from the 2014-15 school year plus an additional \$81.24 for the 2015-16 school year). All hall monitors in their second year or more of continued service at OTHS as a hall monitors will receive two steps, in lieu of a stipend, on the salary schedule during the 2015-16 school year.

Hall monitors who have not reached the maximum level on the salary schedule or who are not in their first year of employment at OTHS as hall monitors **will not** receive a stipend on March 25, 2016 if their level of salary only (exclusive of other compensation) is equal to or greater than \$81.24 more, with receiving two steps, during the 2015-16 school year than it was during the 2014-15 school year,

Hall monitors who have not reached the maximum level on the salary schedule or who are not in their first year of employment at OTHS as hall monitors **will receive** a stipend on March 25, 2016 if their level of salary only (exclusive of other compensation) is \$81.24 or less, with receiving two steps, during the 2015-16 school year than it was during the 2014-15 school year. This stipend will guarantee that each hall monitor who is not in their first year of employment at OTHS as a hall monitor will earn \$81.24 more in salary (exclusive of other compensation) during the 2015-16 school year than he or she earned during the 2014-15 school year.

The two steps on the salary schedule that will be paid to the paraprofessionals and hall monitors are retroactive to the start of the 2015-16 school year.

All other items in the 2012-15 Collective Bargaining Agreement with the Paraprofessionals and Hall Monitors will remain unchanged for the 2015-16 school year.

BY 
SEIU 73

BY 
Member, Negotiating Committee

BY 
Member, Negotiating Committee

BY 
Member, Negotiating Committee

BY 
OTHS Board of Education President

BY 
OTHS Board of Education Secretary