

CONTRACTUAL AGREEMENT

BETWEEN

SCHOOL DISTRICT 92½

AND THE

**WESTCHESTER SUPPORT STAFF ASSOCIATION,
IEA/NEA**

2018-2019

2019-2020

2020-2021

2021-2022

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	- RECOGNITION.....1
Section 1.1	- Recognition.....1
Section 1.2	- Definition of “Employee”1
ARTICLE II	- MANAGEMENT RIGHTS2
Section 2.1	- Reservation of Rights2
Section 2.2	- Limitations By Agreement2
Section 2.3	- Policy Changes2
ARTICLE III	- ASSOCIATION RIGHTS.....3
Section 3.1	- Notice of Board Meetings and Minutes.....3
Section 3.2	- Access to Information.....3
Section 3.3	- Communication Rights.....3
Section 3.4	- Association Leave.....3
Section 3.5	- Association Business4
Section 3.6	- Dues Deduction4
Section 3.7	- Communication Vehicles4
ARTICLE IV	- INDIVIDUAL RIGHTS.....5
Section 4.1	- Personnel File5
Section 4.2	- Job Descriptions5
Section 4.3	- Evaluation.....5
Section 4.4	- Complaints Against Employees6
ARTICLE V	- WORKING CONDITIONS.....7
Section 5.1	- Work Year7
Section 5.2	- Work Day7
Section 5.3	- Overtime/Compensatory Time7
Section 5.4	- Vacancies and Transfers.....8
Section 5.5	- Holidays and Vacation.....8
Section 5.6	- Seniority and Reduction in Force8
ARTICLE VI	- LEAVES11
Section 6.1	- Sick Leave11
Section 6.2	- Bereavement Days12
Section 6.3	- Personal Business12
Section 6.4	- Jury Duty13
Section 6.5	- Family and Medical Leave13

ARTICLE VII	- GRIEVANCE PROCEDURES	15
Section 7.1	- Definition.....	15
Section 7.2	- Guidelines.....	15
Section 7.3	- Grievance Procedure.....	16
ARTICLE VIII	- NEGOTIATIONS PROCEDURES	18
Section 8.1	- Ground Rules.....	18
Section 8.2	- Mediation.....	18
Section 8.3	- Copies of Agreement.....	18
ARTICLE IX	SALARY AND BENEFITS.....	19
Section 9.1	- Salary.....	19
Section 9.2	- Insurance Benefits.....	19
Section 9.3	- Participation on Professional Committees.....	21
Section 9.4	- Workshops, Conferences, and Tuition Reimbursement.....	21
Section 9.5	- Payment of Salary.....	21
Section 9.6	- Part-Time Employees.....	22
Section 9.7	- Substitute Caller.....	22
Section 9.8	- Covering for an Absent Employee.....	22
Section 9.9	- Compensation Placement.....	22
Section 9.10	- Annual Sick and Personal Days Use Incentive.....	22
Section 9.11	- Mileage Reimbursement.....	22
ARTICLE X	- EFFECT AND TERM OF AGREEMENT	23
Section 10.1	- Complete Understanding.....	23
Section 10.2	- No Strikes.....	23
Section 10.3	- Duration of Agreement.....	23
APPENDIX A	- SALARY.....	24
APPENDIX B	- GRIEVANCE REPORT FORM.....	27
APPENDIX C	- LONGEVITY LETTER OF UNDERSTANDING	30

ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education of School District No. 92½, Cook County, Illinois, hereinafter referred to as “Board,” recognizes the Westchester Support Staff Association, IEA/NEA, hereinafter referred to as the “Association,” as the sole and exclusive negotiations agent for all regularly employed school and District office secretaries (i.e., administrative assistants), office aides, registered nurses, health clerks, and library aides. Such representation shall exclude the Superintendent’s secretary, other District aides and teaching assistants, and all managers, supervisors, confidential, and short-term employees as defined by the *Illinois Educational Labor Relations Act*.

1.2 Definition of “Employee”

The term “Employee” when used in this Agreement shall refer to a member of the bargaining unit as described in Section 1.1 above, except as expressly stated otherwise.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Reservation of Rights

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, including, but without limiting, the following rights:

- 2.1.1 To exclusively manage, organize and administratively control the District and its properties and facilities, and the activities of its Employees;
- 2.1.2 To direct the work of its Employees, determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
- 2.1.3 To hire all Employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such Employees;
- 2.1.4 To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- 2.1.5 To build, move or modify facilities; establish budget procedures and determine budgetary allocations.

2.2 Limitations By Agreement

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

2.3 Policy Changes

The Board retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency.

ARTICLE III

ASSOCIATION RIGHTS

3.1 Notice of Board Meetings and Minutes

The President of the Association or the President's designee shall be provided with notice of all regular and special meetings of the Board, together with a copy of the agenda of each meeting, at least twenty-four (24) hours prior to the scheduled time of the meeting. The President of the Association or designee shall also be provided with a copy of all approved Board minutes. Any Board meeting notices, agendas, or minutes published and available on the District website shall be deemed to be provided to the Association.

3.2 Access to Information

The Board agrees to furnish to the Association, when requested, information and reports which are prepared for public distribution, as well as current budget, annual audit, annual financial report for publication, pupil enrollment data, and names, addresses, seniority and experience credit of all Employees. The Association shall pay for duplicated material at the rate established by the Board by resolution. Nothing herein shall require the administrative staff to research and assemble information for the Association. Any information requested that is published and available on the District website shall be deemed to be provided to the Association.

3.3 Communication Rights

The Association shall have use of Employee mailboxes, inter-school mail, voice mail, and a bulletin board in the Teacher's room of school buildings for the purpose of internal communications. Additionally, the Association may use the District's e-mail system in accordance with the Board policy on acceptable use of the school computers and technology equipment. If at any time, however, the United States Postal Service or court shall determine that the use of the inter-school mail system shall require the affixation of stamps, the Association shall be responsible for such and shall otherwise hold the Board harmless for the use of the mail systems.

3.4 Association Leave

In the event that the Association desires to send one (1) representative to local, state, or national conferences or on other business pertinent to Association affairs, this representative shall be excused without loss of salary, provided the Association reimburses the Board for the cost of substitutes. A written request for leave shall be submitted to the Superintendent by the President of the Association at least ten (10) working days in advance. The Association may use a total of one (1) work day per school year for this purpose.

3.5 Association Business

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property so long as such business does not interfere with Employees' job responsibilities and work hours.

3.6 Dues Deduction

The Board shall deduct from each Association member's pay the current dues of the Association, provided the Board has received an authorization form. The Board shall remit said deducted dues to the Association within ten (10) work days following the pay period deduction.

3.7 Communication Vehicles

3.7.1 The members of the Association and the Superintendent shall meet annually at a time and a location to be mutually determined by the group. The purpose of these meetings shall be to promote open communication and to discuss areas of concern. The Association President or designee shall be responsible for preparing minutes of the meetings. After the concurrence of the Superintendent, the minutes shall be distributed to Employees, Administrators, and the Board.

3.7.2 The Association President will work with the Superintendent to offer an open employee forum in a round table, informal setting with the Board, the Administration and possibly other District groups for the purpose of discussing District progress, the Strategic Plan, and communication between the parties.

3.7.3 The Association and the Board understand and acknowledge that the meetings established in this Section of the Agreement are intended to promote and enhance communication between the parties. Any discussions, deliberations, understandings, or agreements arrived at during the meetings, except those items contained in this Agreement, are not subject to the grievance and arbitration procedures of Article VII of this Agreement.

ARTICLE IV

INDIVIDUAL RIGHTS

4.1 Personnel File

Each Employee shall have the right in the presence of a representative of the administration to review the non-confidential contents of his/her official personnel file as maintained in the District office. A representative of the Association may accompany the Employee in such review. A request by an Employee to review his/her personnel file shall be granted within two (2) days after notification to the Superintendent or designee.

4.2 Job Descriptions

Job descriptions developed by the District shall be provided to Employees and to the Association. If job descriptions of Employees are to be revised, the Superintendent shall notify the Association President and provide a copy of the revisions no later than ten (10) days prior to the effective date.

4.3 Evaluation

4.3.1 The performance of Employees shall be evaluated annually by the Employee's immediate supervisor at his/her work site or administrator as assigned by the District.

4.3.2 A District administrator shall acquaint Employees with the evaluation procedures no later than September 30th of each school year. Employees hired after September 30th shall be acquainted with the evaluation procedures no later than thirty (30) days after their start date. No evaluation shall take place until such orientation has been completed.

4.3.3 At least 24 hours prior to meeting with the Employee to discuss the completed evaluation, the evaluator shall give a copy of the evaluation to the Employee. In the event the District believes an Employee is doing unsatisfactory work, a certified administrator shall be present at the conference. Ten-month Employees shall be evaluated no later than April 30th of each school year, and 12-month Employees shall be evaluated no later than June 30th of each school year.

4.3.4 Within ten (10) days of the evaluation conference, the Employee shall have the right to attach a written statement regarding the evaluation for inclusion in his/her personnel file. The response shall be dated and signed by the Employee and initialed by the evaluator acknowledging receipt thereof on behalf of the Board.

4.3.5 All evaluation reports shall be prepared in duplicate and signed by both the Employee and the evaluator. An Employee's signature does not necessarily indicate his/her agreement with the contents of the evaluation. One copy shall be

given to the Employee, and one copy shall be placed in the Employee's personnel file.

4.4 Complaints Against Employees

It is the intent of this section that Employees receive timely awareness of complaints about performance. If the Administration receives a complaint concerning an Employee's performance or conduct, it will investigate the complaint prior to placing the complaint in an Employee's personnel file. If the Administration is able to verify the concern by administrative review, first-hand observation, or other sources of evidence substantiating the complaint, the administration will address the concerns through its supervisory or disciplinary procedures and/or the District's evaluation process.

The Employee shall receive written notice of the complaint and have the right to respond in writing whenever a complaint is to be placed in the Employee's personnel file.

ARTICLE V

WORKING CONDITIONS

5.1 Work Year

- 5.1.1 District office administrative assistants shall work twelve (12) months, except as set forth in Section 5.5.
- 5.1.2 School administrative assistants shall work twelve (12) months, except as set forth in Section 5.5.
- 5.1.3 Registered nurses and health clerks shall work one hundred ninety-three (193) days, including ten (10) days prior to the opening Institute Day and two (2) days after the last student attendance day.
- 5.1.4 Library aides and office aides shall work one hundred eighty-six (186) days, including four (4) days prior to opening Institute Day and one (1) day after the last student attendance day. Up to five (5) additional work days beyond the regular 186-day work year may be approved annually for library aides and office aides by the supervisor and Superintendent.

5.2 Work Day

- 5.2.1 The work day for full-time Employees shall not exceed eight (8) hours. The work day for all full-time Employees shall include two (2) fifteen (15) minute breaks and a thirty (30) minute unpaid duty-free lunch period.
- 5.2.2 Alternatively, and subject to the approval of the building principal or immediate supervisor, an Employee may request in writing at the beginning of the school year to take a one (1) hour lunch period in lieu of the two (2) fifteen (15) minute breaks. Any Employee approved for this lunch option shall not be paid for the thirty (30) minute duty free lunch portion of the period, but will be compensated for the thirty (30) minute portion of the period that represents the break time.

5.3 Overtime/Compensatory Time

Employees working assigned, pre-approved or emergency response time in excess of forty (40) hours per week shall be given overtime pay at the rate of one and one-half (1½) times the Employee's regular rate of pay. Sick, personal, or bereavement time off and holidays and vacation time shall not be calculated as part of the 40-hour work week for purposes of overtime pay.

Following days when Employees' schedules are extended to allow for evening conferences or other activities, Employees may leave the buildings when professionally licensed employees are dismissed.

5.4 Vacancies and Transfers

The Superintendent or designee shall post on the District website both during the school year and during the summer months a notice of any established and available vacancy, as determined by the Board, in the bargaining unit or in a promotional position, prior to filling the vacant position. Any Employee may apply for a transfer to a vacant position by making application in writing to the Superintendent or designee and may meet with a supervisor to discuss the position within the timelines established on the posted vacancy notice.

5.5 Holidays and Vacation

5.5.1 Twelve (12)-month Employees shall have time off, with full salary, for each legal school holiday, or day when the District office is officially closed, that falls within their work year (i.e., up to twelve (12) paid holidays). All other Employees shall have time off, with full salary, for the number of legal school holidays, or days when the District office is officially closed, that falls within their work year (i.e., up to ten (10) paid holidays).

5.5.2 Twelve (12)-month Employees who work 50% or more time shall receive paid vacation annually, credited on July 1, as set forth below. Any eligible Employee who is employed after July 1 shall receive vacation time on a pro rata basis in that initial short year of employment with the District.

10 days -- up to 5 years' service

15 days -- upon completion of more than 5 full years of service

20 days -- upon completion of more than 15 full years of service

Vacation periods shall be subject to the approval of the Superintendent. Vacation days do not carry over from year to year and must be used by June 30 or be forfeited. However, if the denial of an Employee's vacation request results in the Employee being unable to use all of his/her days by June 30, the use of up to three (3) vacation days may be extended until December 31 of the following year. Any remaining days not used by December 31 will be forfeited.

5.5.3 Twelve (12)-month Employees will not be required to work on the days between Christmas and New Year's Day but will be paid for any such days falling during the Employees' regular work week.

5.6 Seniority and Reduction in Force

5.6.1 Seniority shall be defined as the total length of continuous full-time service with the District as a member of the bargaining unit in one of the designated categories set forth below. Accumulation of seniority shall begin from the Employee's first working day. If more than one Employee has the same length of continuous service, position on the seniority list shall be determined by drawing lots by the President of the Association no later than eight (8) days prior to the Board meeting in which the Board will take action on a reduction-in-force. If an Employee's

category of position changes for any reason, his/her seniority will not transfer to the new category, but seniority shall be retained in the former category of position. Accumulation of seniority in the new category shall begin from the Employee's first working day in that position. In the event of a reduction-in-force, an affected Employee can exercise bumping rights into his/her former category of position if another Employee in the previous category has less seniority than the affected Employee. (For example, if a current administrative assistant is the least senior Employee in that category but has five (5) years of previously accrued seniority as a health clerk, in the event of a reduction in the number of secretaries, the affected Employee can exercise his/her bumping rights back into a health clerk position with fewer than five (5) years of seniority in that category.)

- 5.6.2 For purposes of this Agreement, each Employee shall be placed in one of the following classifications based on his/her current assignment:

Administrative Assistant
Administrative Assistant for Finance
Library Aide
Office Aide
Health Clerk
Registered Nurse
District Data Administrative Assistant

- 5.6.3 The Board shall prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the Association by February 1 each year.
- 5.6.4 Seniority shall be lost due to resignation, dismissal for cause, retirement, employment in a position excluded from the bargaining unit, or after an Employee's recall rights have expired. Unpaid leave days or layoff time not worked shall not count as employment for seniority purposes, but shall not be considered to interrupt continuous employment.
- 5.6.5 If full-time Employees are removed or dismissed or the hours they work are reduced as a result of a decision by the Board to either decrease the number of Employees or to discontinue a particular type of educational support service, the Association President shall be notified. Written notice, together with a letter of honorable dismissal and the reason therefore, shall be given the Employee by registered mail at least thirty (30) days prior to the dismissal or reduction in hours of the Employee. If a reduction in hours is due to an unforeseen reduction in the student population, then written notice must be mailed and given the Employee at least five (5) days before the hours are reduced. Reductions shall be made in reverse order of seniority within the separate categories as set forth in Section 5.6.2 above, provided, however, that the Employee(s) with greater seniority possess the skills, qualifications, and abilities necessary to fill the position(s) of the Employee(s) with less seniority.

- 5.6.6 If a vacancy occurs within the recall timelines established by law following a staff reduction, the Board shall first offer reemployment to the Employee(s) laid off (by category) in the reverse order of the reduction in that category or any other category, provided the Employee to be recalled is determined to possess the current skills, qualifications and abilities necessary to perform the work in the job to which recalled. This recall right shall not apply to part-time Employees.
- 5.6.7 Notice of recall shall be sent to an Employee by certified mail (return receipt requested) to the last address submitted to the Board by the Employee. The Employee must notify the Board in writing, within ten (10) calendar days of receipt of the offer, of the acceptance or rejection of any vacant position tendered to the Employee during the recall period. Any employee who fails to notify the Board of his/her acceptance or rejection of a tendered position within the time lines set forth above shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

ARTICLE VI

LEAVES

6.1 Sick Leave

6.1.1 At the beginning of each school year, Employees who are eligible for IMRF benefits shall be credited with sick days as follows:

12-month Employees -	15 days
186/193-day Employees -	13 days

The unused portion of an Employee's annual sick leave shall accumulate to three hundred forty (340) days. After an Employee has accumulated three hundred forty (340) unused sick leave days, he/she shall continue to be credited with sick days each year. However, if any of these annual sick days remain unused at the end of the school year, they shall be credited to the sick days accumulated, but only to a total of three hundred forty (340) days. The leave days may be used by an Employee for the following reasons and subject to the following conditions:

- A. Personal Illness or Quarantine at Home
- B. Birth, Adoption, or Placement for Adoption – for the maximum number of days authorized by law
- C. Serious Illness or Death in the Immediate Family or Household - Immediate family shall be interpreted as brothers, sisters, spouse, parents, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in law, and legal guardians.

6.1.2 The Board shall furnish each Employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit.

6.1.3 The Board may require an Employee who is absent for three (3) days, or as otherwise necessary, to provide a physician's certificate substantiating the illness. Further, the Board may direct an Employee, at Board expense, to undergo a physical examination by a physician licensed to practice medicine in all of its branches. An Employee may use up to thirty (30) sick days following the birth of a child without having to provide the Board with medical certification.

6.1.4 An Employee who is absent because of personal disability or incapacity shall be deemed temporarily disabled in accordance with the following:

Employed in District	Temporary Disability
0 thru 1 year -	30 consecutive school days
2 thru 5 years -	60 consecutive school days or the exhaustion of paid leave, whichever happens last
6 thru 15 years -	less than 90 consecutive school days, or for less than 90 out of 120 school days from the same illness or incapacity or the exhaustion of paid leave, whichever happens last
16 or more years -	less than 180 consecutive school days, or for less than 180 out of 210 school days from the same illness or incapacity or exhaustion of paid leave, whichever happens last

If a temporarily disabled Employee does not have sufficient accumulated sick leave days or unpaid leave under the Family and Medical Leave Act to cover the duration of his/her absence, the Board shall grant the Employee an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days shown above as calculated from the onset of the disability. In its sole discretion, the Board may grant any Employee who remains disabled for more than the days shown above and whose accumulated sick leave has been exhausted an extended unpaid leave of absence. Any such decision to grant an Employee an extended unpaid leave of absence for disability is non-precedential and may not be grieved under the grievance and arbitration provisions of this Agreement.

6.2 Bereavement Days

An Employee who is eligible for IMRF benefits shall be granted three (3) days of absence annually, due to a death, without loss of salary or use of sick leave benefits. Any additional days requested for death in the immediate family shall be deducted from the Employee's accumulated sick leave.

6.3 Personal Business

6.3.1 At the beginning of each school year, each Employee who is eligible for IMRF benefits shall be credited with two (2) days to be used for personal business. Personal business days shall be available for the practice of individual religious preferences. If an Employee has exhausted all personal business leave during the school year and must be absent for a valid reason of an emergency or non-avoidable nature (e.g., religious holiday), the Employee may request that one (1) sick day annually be converted for personal business use. Such a request, accompanied by a substantiated reason, must be submitted to the Superintendent for approval within the timelines set forth below.

- 6.3.2 Notification to use personal business days shall be at least five (5) work days in advance, except in cases of emergency. Response from the administration regarding personal business days shall be within two (2) days of the Superintendent's verified receipt of the written request for personal business leave at the District office.
- 6.3.3 Personal business days shall not be used immediately before or immediately after a vacation or holiday, or the first or last week of the school year. An exception may be granted at the discretion of the Superintendent.
- 6.3.4 Personal business days shall not be approved for the purpose of taking a vacation during the school year.
- 6.3.5 Unused personal business leave days may accumulate to four (4) days. Accumulated days beyond four (4) days shall be transferred to the Employee's sick leave at the start of the following year.

6.4 Jury Duty

The Board shall not require an Employee to surrender his/her jury compensation while remaining on full salary with the District. It is understood that accumulated sick leave shall not be affected by the Employee's jury duty.

6.5 Family and Medical Leave

Full-time Employees who have been employed by the Board for at least twelve (12) months, and have worked at least 1,250 hours during the preceding twelve (12) months, shall be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act of 1993* ("FMLA"). Such leave shall be unpaid unless accumulated sick or personal leave or vacation time is available to an Employee. An eligible Employee is entitled to FMLA leave for up to twelve (12) work weeks during a twelve (12) month period, as calculated under the "rolling" 12-month period measured backward from the date the Employee uses any FMLA leave.

An eligible Employee is entitled to FMLA leave for the following purposes:

- A. the birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
- B. the placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
- C. the care of the Employee's spouse, child or parent with a serious health condition;
- D. the treatment of a serious health condition that makes the Employee unable to perform the functions of the job;
- E. because of any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on active duty (or

has been notified of an impending call or order to active duty) in support of a contingency operation; or

- F. to care for a covered service member with a serious injury or illness if the Employee is the spouse, son, daughter, parent, or next of kin of the service member.

An Employee shall provide thirty (30) days' notice to the Superintendent before a foreseeable FMLA leave is to begin based upon an expected birth, placement for adoption, foster care, or planned medical treatment. If thirty (30) days' notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the Employee shall also advise the Superintendent of the reasons why the leave schedule is necessary, and of the schedule for treatment.

ARTICLE VII

GRIEVANCE PROCEDURES

7.1 Definition

A grievance shall mean a complaint that there has been an alleged violation of any provision of this Agreement.

7.2 Guidelines

7.2.1 Every Employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation of the Association. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual Employee from resolving a problem informally with the Administration and/or having the problem adjusted without intervention of or representation by the Association.

7.2.2 The failure of an Employee or the Association to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

7.2.3 Any step of the grievance procedure may be by-passed by written mutual agreement.

7.2.4 It is agreed that any investigation or other handling or processing of any grievance by the grieving Employee or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities.

7.2.5 All grievance forms shall be mutually developed and agreed to by both parties and become a part of this Agreement and attached hereto as Appendix B.

7.2.6 All records related to a grievance shall be filed separately from the personnel file of an Employee.

7.2.7 No reprisals shall be taken by the Board against any Employee because of the Employee's participation in a grievance.

7.2.8 Any timeline references to "days" in this Article shall mean days on which the District Business Office is open.

7.3 Grievance Procedure

7.3.1 Step I

- A. If a grievance cannot be resolved informally, the grievant shall complete and submit the Grievance Report Form (GRF) to the immediate supervisor. The filing of the GRF shall be within twenty (20) days from the date of the occurrence of the event or when the grievant might reasonably have had knowledge thereof.
- B. Within seven (7) days after such a grievance is filed, the grievant, his/her representative if desired, and the immediate supervisor shall discuss the grievance.
- C. A decision on the grievance shall be reached within ten (10) days from the date of the meeting with the immediate supervisor. The immediate supervisor and the grievant shall then complete sections D and E of the GRF stating the disposition of the grievance.

7.3.2 Step II

- A. In the event a grievance has not been satisfactorily resolved at the first step, the grievant may submit the GRF to the Superintendent. The filing of the GRF shall be within five (5) days of receipt of the immediate supervisor's decision.
- B. Within eight (8) days after such written grievance is filed, the grievant, his/her representative if desired, the immediate supervisor and the Superintendent or designee, shall meet to resolve the grievance.
- C. A decision on the grievance shall be reached within ten (10) days from the date of the meeting with the Superintendent. The Superintendent and grievant shall then complete sections A and B of Step II of the GRF stating the disposition of the grievance.

7.3.3 Step III

- A. If a grievance cannot be satisfactorily resolved at Step II, the grievant may appeal the GRF to the Board within five (5) days of receipt of the Superintendent's decision. An appeal to the Board shall be filed with the Superintendent. The Board shall schedule a time during which to hear the grievance in closed session. If the appeal to the Board is submitted at least eight (8) days prior to a regular Board meeting, it will be scheduled for a grievance meeting at that Board meeting. If the appeal is submitted with less than eight (8) days' notice before the Board's regularly-scheduled meeting, than the grievance meeting shall be scheduled for the following

regular Board meeting. The Board may determine in its sole discretion to schedule a grievance appeal at a special Board meeting.

- B. Within ten (10) days from the date of the appeal hearing with the Board, the Board shall provide its response to the grievance.

7.3.4 **Step IV**

- A. In the event the grievance is not resolved at the third step, the Association may submit the grievance to final and binding arbitration by filing a demand for arbitration with the American Arbitration Association within thirty (30) work days of the Step III response. The American Arbitration Association Rules for Voluntary Labor Arbitration shall apply.
- B. The arbitrator shall have no power to alter or amend the express terms of this agreement. The decision of the arbitrator shall be final and binding on both parties.
- C. Arbitration fees shall be divided equally between the parties.

ARTICLE VIII

NEGOTIATIONS PROCEDURES

8.1 Ground Rules

Negotiations shall begin no later than April 1 and continue until the last day of school. If there is no agreement for a successor contract, negotiations shall continue during the summer recess. Meetings shall be held as necessary at times and places agreed to by both parties.

8.2 Mediation

In the event mediation is necessary, the Federal Mediation and Conciliation Service shall first be requested by the parties to appoint a mediator from its staff. If for any reason it is not possible for the FMCS to provide a mediator on a timely basis, the parties may mutually join in a request for private mediation services. The mediator shall meet promptly with the parties or their representatives and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and effect an agreement. Any costs and expenses which are mutually incurred in securing and utilizing the services of a private mediator will be shared equally by the Board and Association. Nothing contained in this section shall preclude the parties from mutually agreeing to any other individual to act as mediator.

8.3 Copies of Agreement

Within thirty (30) work days of Association and Board ratification of this Agreement, the Board shall post on its website a final copy of the Agreement.

ARTICLE IX

SALARY AND BENEFITS

9.1 Salary

The salary plan for the term of this Agreement shall be found in Appendix A.

9.2 Insurance Benefits

9.2.1 The Board shall make available for each full-time Employee individual health, life, and dental insurance comparable to that provided for in the 2017-2018 school year and group term life insurance in the amount of \$30,000. Employees who elect individual health and dental insurance coverage under the District’s group health plan shall pay five percent (5%) of the annual premium costs for the years of this Agreement, and the Board shall pay ninety-five percent (95%) of the annual premium costs.

9.2.2 The Board shall make available for each full-time Employee health and dental insurance options for spouses, children, and full family coverage. Employees who elect to participate in such coverage shall contribute the following percentages of the annual premium costs for the years indicated, and the Board shall pay the remainder of the coverage costs:

Year	WSSA Member Contribution
2018-2019	28%
2019-2020	28%
2020-2021	28%
2021-2022	29.5%

9.2.3 The District will provide a “Section 125” tax shelter program which may be used for premium conversion (family premium), dependent family care, and additional medical/dental reimbursement.

9.2.4 The Board and the Association shall maintain a District Insurance Committee that shall meet at least once every quarter and be charged with the following duties: 1) review documents necessary to monitor the health insurance plan and to review health insurance costs (such as renewal rate projections, benefits, and plan design); 2) consider options for monetary savings; and 3) make recommendations to the Board regarding coverage, service, and benefits.

The Insurance Committee shall establish its own protocols. It is understood that Board members may attend meetings of the Committee. The Board and Employees shall be provided with notices and agendas prior to Insurance Committee meetings and shall also be informed of the Committee’s discussions.

If the annual insurance premiums for each school year covered by this Agreement increases by at least:

- 1%, the Committee shall be required to reduce the premium increase by no more than \$10,000;
- 2%, the Committee shall be required to reduce the premium increase by no more than \$20,000;
- 3%, the Committee shall be required to reduce the premium increase by no more than \$30,000;
- 4%, the Committee shall be required to reduce the premium increase by no more than \$40,000.

In neither year shall the Board make a decision on any plan modifications until such recommendations are presented and reviewed.

- 9.2.5 If any policy of insurance provided for under this Agreement is no longer offered by the insurance company and if comparable coverage is not available from a comparable insurance carrier, then it is agreed that representatives from the Board and the Association shall meet to consider all possible alternatives, including the coverage, services and costs of another form of policy or another carrier and shall submit their conclusions and recommendations to the Board. The Board shall not make a decision on alternate insurance coverage until such recommendations are reviewed. Then the Board can in its discretion elect to change the deductible or make such other changes in the scope of the coverage as the Board deems necessary.
- 9.2.6 The Board also agrees to administer other insurance programs that the Association may offer to the Employee. These insurance programs, such as vision insurance, shall be sponsored, qualified, and otherwise made available solely by the Association and not by the Board. The duties of the Board in such administration shall be limited to the collection of premiums through payroll deductions, furnishing claim forms as supplied by the carrier, and forwarding premiums to the insurance carrier.
- 9.2.7 Employees who opt out of participating entirely in the Board's health insurance benefits may be eligible to participate in a Board-funded health reimbursement arrangement (HRA) established pursuant to Sections 105 and 213(d) of the *Internal Revenue Code* in accordance with this paragraph. To be eligible to participate in the HRA, the Employee must (1) show proof of or otherwise attest to the Employee's actual enrollment in another (non-HRA) group health plan that provides minimum value as required by the HRA Plan document, other than a health plan sponsored by the Board, and (2) satisfy all requirements set forth in the Board's HRA Plan document. In accordance with the terms of the Board's HRA Plan document, the Board shall reimburse any participating Employee up to \$1,000.00 annually (July 1 through June 30) for the Employee's own qualified

medical expenses or the qualified medical expenses of the Employee's spouse and/or dependents. To qualify for the reimbursement, the Employee must submit appropriate substantiation of all medical expense claims. Reimbursements shall be made twice annually in December and June. Participating Employees shall not have the option to receive cash instead of health reimbursement. Employees participating in the HRA will have the opportunity under the terms of the HRA to opt out of and waive future reimbursements from the HRA at least annually. Any balance remaining in an Employee's HRA account at the end of an HRA Plan year will be forfeited to the Board. Further, upon termination of employment, the remaining amounts in the HRA, if any, will be forfeited to the District as provided under the HRA Plan document. Any Employee participating in the HRA and the Association agree to indemnify and hold harmless the Board, its members, officers, and agents from any liability, claims, demands, suits, and damages imposed by a court or administrative agency as a direct consequence of the Board's implementation of the HRA and reimbursements paid under this provision.

9.2.8 Eligible disabled and retired Employees receiving benefits from IMRF may remain on the District group health insurance plan at their own expense, provided they were insured under the District health plan on the day immediately before their date of retirement or disability.

9.3 Participation on Professional Committees

Employees required to participate on school-based or District-wide committees shall be paid one and one-half (1 1/2) times their regular hourly rate for any hours worked beyond forty (40).

9.4 Workshops, Conferences, and Tuition Reimbursement

With the approval of the Superintendent, Employees may attend conferences and workshops for professional growth. Any fees and expenses related to approved workshops or conferences attended shall be reimbursed by the Board in accordance with District procedures within four (4) weeks of the receipt of the required documentation.

The Board shall also allocate up to \$600 over the term of this Agreement for reimbursement of tuition costs for Employees who enroll in approved course work outside the school day to improve their work skills. The Board and Association shall mutually establish the processes and conditions for obtaining reimbursement from this pool of funds.

9.5 Payment of Salary

All Employees shall receive their salary in twenty-four (24) equal installments.

9.6 Part-Time Employees

Employees employed on less than a full-time basis shall receive pro rata compensation and sick leave and personal leave benefits. Part-time Employees employed at least thirty (30) hours per week shall also be afforded health, dental and life insurance on a pro-rata basis.

9.7 Substitute Caller

No Employee will be assigned the responsibility for calling substitutes for the District without his/her consent. The District has the option to fill this responsibility outside the bargaining unit as needed. The job description and salary amendment for these responsibilities will be included in the regular job description of the consenting bargaining unit member. In the event the responsibility is declined by the Employee at the end of the school year or removed from the Employee for performance reasons at the discretion of the District, the job responsibilities and the salary amendment will be withdrawn from the compensation of the bargaining unit member.

9.8 Covering for an Absent Employee

The District will attempt to hire a substitute for an absent Employee after an absence of three (3) days.

9.9 Compensation Placement

Upon initial hiring of a new Employee, the Board may grant up to six (6) years of experience credit on the salary schedule for comparable experience in outside employment.

Any Employee in the District who transfers to another position within the bargaining unit in which the Employee has no previous experience shall be granted one-half (1/2) year of credit for each full year of employment in the District when moving from one salary schedule to another. A transferring Employee, however, shall be credited with seniority from any prior District positions for purposes of vacation and other benefits tied to length of service in the District.

9.10 Annual Sick and Personal Days Use Incentive

Any Employee who uses no personal, sick, or bereavement leave days during a school year shall be paid a bonus of \$200. If an Employee is eligible for this bonus for the school year in which he/she retires under IMRF, the Board shall pay the bonus amount as a post-retirement payment in the month following the month after the effective date of the Employee's retirement from the District (i.e., if June 30th, then the bonus shall be paid in the following August).

9.11 Mileage Reimbursement

Employees performing any work-related travel approved by the building principal or their immediate supervisor shall be reimbursed in accordance with District policy.

ARTICLE X

EFFECT AND TERM OF AGREEMENT

10.1 Complete Understanding

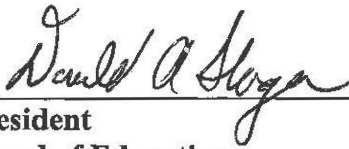
The terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

10.2 No Strikes

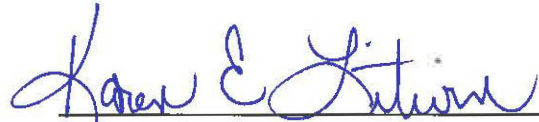
The Association, its members, and other members of the bargaining unit shall not strike, slow-down or otherwise refuse to render full and complete services to the Board during the length of this Agreement.

10.3 Duration of Agreement

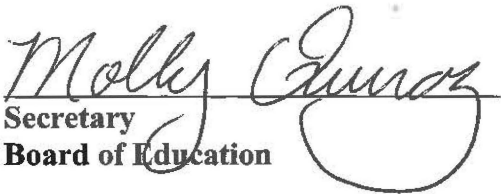
This Agreement shall be effective as of July 1, 2018, and shall continue in effect until 11:59 p.m. on June 30, 2022.



President
Board of Education
Westchester Public Schools
District No. 92½



President
Westchester Support Staff Association



Secretary
Board of Education



Secretary
Westchester Support Staff Association

Date: July 19, 2018

Date: July 19, 2018

APPENDIX A

SALARY

During the term of this Agreement, Employees newly hired into the District shall be placed initially on the seven (7) step placement schedules shown in this Appendix A. For their succeeding years of employment, they will receive the same percentage increases in salary as afforded other Employees.

For the four years of this Agreement, all Employees (except for new hires) shall have their salaries increased by the following percentages over their salaries for the prior year:

2018-2019	3.5%
2019-2020	3.0%
2020-2021	2.5%
2021-2022	2.0%

If the Illinois legislature enacts legislation during the term of this Agreement that adversely affects the finances of the District, including but not limited to a property tax freeze, the state funding formula, or a pension cost shift, the Board and the Association agree to meet and review any negative impact on the District's finances.

INITIAL SALARY AND PLACEMENT SCHEDULES

July 1, 2018 – June 30, 2022

Administrative Assistant (12 Month Position)

Hours per Day: 7.5

<u>2018-2019</u>			<u>2019-2020</u>			<u>2020-2021</u>			<u>2021-2022</u>		
Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual
1	\$15.65	\$30,513	1	\$15.88	\$30,971	1	\$16.08	\$31,358	1	\$16.24	\$31,671
2	\$15.80	\$30,812	2	\$16.04	\$31,274	2	\$16.24	\$31,665	2	\$16.40	\$31,982
3	\$15.96	\$31,114	3	\$16.20	\$31,581	3	\$16.40	\$31,976	3	\$16.56	\$32,295
4	\$16.11	\$31,419	4	\$16.35	\$31,890	4	\$16.56	\$32,289	4	\$16.72	\$32,612
5	\$16.43	\$32,040	5	\$16.68	\$32,521	5	\$16.89	\$32,927	5	\$17.05	\$33,256
6	\$16.76	\$32,682	6	\$17.01	\$33,173	6	\$17.22	\$33,587	6	\$17.40	\$33,923
7	\$17.08	\$33,303	7	\$17.33	\$33,803	7	\$17.55	\$34,225	7	\$17.73	\$34,568

Administrative Assistant for Finance (12 Month Position) & District Data Administrative Assistant (12 Month Position)

Hours per Day: 7.5

<u>2018-2019</u>			<u>2019-2020</u>			<u>2020-2021</u>			<u>2021-2022</u>		
Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual
1	\$16.73	\$32,624	1	\$16.98	\$33,111	1	\$17.19	\$33,521	1	\$17.36	\$33,852
2	\$16.90	\$32,955	2	\$17.15	\$33,443	2	\$17.36	\$33,852	2	\$17.53	\$34,184
3	\$17.08	\$33,306	3	\$17.34	\$33,813	3	\$17.56	\$34,242	3	\$17.74	\$34,593
4	\$17.25	\$33,638	4	\$17.51	\$34,145	4	\$17.73	\$34,574	4	\$17.91	\$34,925
5	\$17.57	\$34,262	5	\$17.83	\$34,769	5	\$18.05	\$35,198	5	\$18.23	\$35,549
6	\$17.90	\$34,905	6	\$18.17	\$35,432	6	\$18.40	\$35,880	6	\$18.58	\$36,231
7	\$18.22	\$35,529	7	\$18.49	\$36,056	7	\$18.72	\$36,504	7	\$18.91	\$36,875

Library Aide/Office Aide (196 Day Position)

Hours per Day: 7.5

<u>2018-2019</u>			<u>2019-2020</u>			<u>2020-2021</u>			<u>2021-2022</u>		
Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual
1	\$13.48	\$19,816	1	\$13.68	\$20,110	1	\$13.85	\$20,360	1	\$13.99	\$20,565
2	\$13.61	\$20,007	2	\$13.81	\$20,301	2	\$13.98	\$20,551	2	\$14.12	\$20,756
3	\$13.74	\$20,198	3	\$13.95	\$20,507	3	\$14.12	\$20,756	3	\$14.26	\$20,962
4	\$13.88	\$20,404	4	\$14.09	\$20,712	4	\$14.27	\$20,977	4	\$14.41	\$21,183
5	\$14.02	\$20,609	5	\$14.23	\$20,918	5	\$14.41	\$21,183	5	\$14.55	\$21,389
6	\$14.16	\$20,815	6	\$14.37	\$21,124	6	\$14.55	\$21,389	6	\$14.70	\$21,609
7	\$14.30	\$21,021	7	\$14.51	\$21,330	7	\$14.69	\$21,594	7	\$14.84	\$21,815

Health Clerk (203 Day Position)

Hours per Day: 7.5

<u>2018-2019</u>			<u>2019-2020</u>			<u>2020-2021</u>			<u>2021-2022</u>		
Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual
1	\$13.44	\$20,462	1	\$13.64	\$20,767	1	\$13.81	\$21,026	1	\$13.95	\$21,239
2	\$13.61	\$20,721	2	\$13.81	\$21,026	2	\$13.98	\$21,285	2	\$14.12	\$21,498
3	\$13.75	\$20,934	3	\$13.96	\$21,254	3	\$14.13	\$21,513	3	\$14.27	\$21,726
4	\$13.88	\$21,132	4	\$14.09	\$21,452	4	\$14.27	\$21,726	4	\$14.41	\$21,939
5	\$14.02	\$21,345	5	\$14.23	\$21,665	5	\$14.41	\$21,939	5	\$14.55	\$22,152
6	\$14.16	\$21,559	6	\$14.37	\$21,878	6	\$14.55	\$22,152	6	\$14.70	\$22,381
7	\$14.30	\$21,772	7	\$14.51	\$22,091	7	\$14.69	\$22,366	7	\$14.84	\$22,594

Registered Nurse (203 Day Position)

Hours per Day: 7.5

<u>2018-2019</u>			<u>2019-2020</u>			<u>2020-2021</u>			<u>2021-2022</u>		
Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual	Step	Hourly	Annual
1	\$18.92	\$28,806	1	\$19.20	\$29,232	1	\$19.44	\$29,597	1	\$19.63	\$29,887
2	\$19.10	\$29,080	2	\$19.39	\$29,521	2	\$19.63	\$29,887	2	\$19.83	\$30,191
3	\$19.29	\$29,369	3	\$19.58	\$29,811	3	\$19.82	\$30,176	3	\$20.02	\$30,480
4	\$19.48	\$29,658	4	\$19.77	\$30,100	4	\$20.02	\$30,480	4	\$20.22	\$30,785
5	\$19.96	\$30,389	5	\$20.26	\$30,846	5	\$20.51	\$31,226	5	\$20.72	\$31,546
6	\$20.45	\$31,135	6	\$20.76	\$31,607	6	\$21.02	\$32,003	6	\$21.23	\$32,323
7	\$20.94	\$31,881	7	\$21.25	\$32,353	7	\$21.52	\$32,764	7	\$21.74	\$33,099

APPENDIX B

GRIEVANCE REPORT FORM

Copies to: Grievant(s)
Principal
Superintendent
WSSA President

Name of Grievant(s): _____

Date Filed: _____ School: _____

STEP I.

A. Description of Grievance: _____

B. Date Cause of Grievance Occurred: _____

C. Contract Articles Violated: _____

D. Remedy Sought: _____

E. Decision of the Principal: _____

Signature of the Principal: _____ Date: _____

Signature of Grievant(s): _____ Date: _____

_____ Date: _____

_____ Check here if this is a by-pass. Date: _____

Signature of Principal: _____

Signature of Grievant(s): _____

Date GRF Received by Superintendent or Designee: _____

STEP II.

A. Decision of Superintendent or Designee: _____

Signature of Superintendent or Designee: _____

Date of Decision: _____

B. Response of Grievant(s): _____

Signature of Grievant(s): _____

Date of Response: _____

_____ Check here if this is a by-pass. Date: _____

Signature of Superintendent or Designee: _____

Signature of Grievant(s): _____

STEP III.

A. Decision of Board of Education or Designee: _____

Signature of Board President or Designee: _____

Date of Decision: _____

B. Response of Grievant(s): _____

Signature of Grievant(s): _____

Date of Response: _____

_____ Check here if this is a by-pass. Date: _____

Signature of Board President or Designee: _____

Signature of Grievant(s): _____

Step IV.

A. Date Submitted to Arbitration: _____

B. Decision and Award or Arbitrator: _____

Signature of Arbitrator: _____

Signature of Superintendent or Designee: _____

Signature of Grievant(s): _____

Date of Decision: _____

APPENDIX C

LONGEVITY LETTER OF UNDERSTANDING

The Board of Education of Westchester School District 92 1/2 and the Westchester Support Staff Association, IEA/NEA agree to the following:

For the 2018-2019 through 2021-2022 school years, the Board will offer a longevity benefit program to the WSSA employees. The program is offered in the spirit of recognition for service to the District. The Board will provide a lump sum, post-retirement longevity benefit equal to a 6% increase in the final year's salary of an eligible employee. The longevity benefit shall be paid to an eligible employee in the month following the month after the employee's final day of employment (e.g., if an employee retires effective June 30th, the benefit will be paid in August.) This post-retirement benefit would be in addition to any salary paid to the employee in his/her final year, but would not include extra duty compensation. An eligible employee's IMRF creditable earnings in the final year of retirement shall not exceed the legal limit allowed by IMRF.

The longevity benefit would be open to all employees who have 15 years or more of full-time consecutive service in the District at the time of retirement. It shall not be used in combination with any other retirement benefit program where the District pays employee costs. However, an employee may choose the benefit that would be most beneficial to him/her.

Eligible employees who wish to participate in this longevity benefit program must submit a letter of resignation for retirement purposes on or before February 1st of the year of retirement. The Board of Education reserves the right to limit participation. In the event limits must be set, participants would be selected on a first-come, first-served basis.


This longevity benefit is offered only with the concurrence of the Westchester Support Staff Association. The program would apply to the 2018-2019 through 2021-2022 school years and will expire June 30, 2022, at the end of the 2018-2022 negotiated Agreement with the Board.

**WESTCHESTER SUPPORT STAFF
ASSOCIATION, IEA/NEA**



WSSA President

**BOARD OF EDUCATION OF
WESTCHESTER SCHOOL
DISTRICT 92 1/2**



President

Date: July 19, 2018

Date: July 19, 2018

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF WESTCHESTER SCHOOL DISTRICT 92½
AND THE
WESTCHESTER SUPPORT STAFF ASSOCIATION, IEA/NEA**

Upon discussion between the parties, and in accordance with Article 10.1 of the 2018-2022 Contractual Agreement between the Board of Education and the Westchester Support Staff Association, the Board and the WSSA have reached a voluntary, mutual agreement to correct the erroneous version of Appendix C that appears in the current Agreement. This Memorandum of Understanding formalizes the insertion of the correct Appendix C, with updated revisions to the Longevity Letter of Understanding agreed to by the parties, as indicated in the language below:

APPENDIX C

LONGEVITY LETTER OF UNDERSTANDING

“The Board of Education of Westchester School District 92 1/2 and the Westchester Support Staff Association, IEA/NEA agree to the following:

For the 2018-2019 through 2021-2022 school years, the Board will offer a longevity benefit program to the WSSA employees. The program is offered in the spirit of recognition for service to the District. The Board will provide a monetary longevity benefit to an eligible employee in an amount calculated as six percent (6%) of the employee's salary in his/her final year of employment. The District will apply the longevity benefit amount to the employee's salary to the extent that it will not cause the District to make accelerated payments to the Illinois Municipal Retirement Fund due to salary increases exceeding the percentage increases in the years used by IMRF to determine whether such payments will be owed. If an eligible employee's salary increase because of application of the longevity benefit amount would cause accelerated payments to IMRF, then the Board will use a portion of the 6% longevity benefit to increase the final year's salary of an eligible employee up to the ceiling allowed to prevent exceeding the salary cap leading to the IMRF accelerated payments. The balance of the 6% longevity benefit amount that is not used to increase the employee's salary in the final year prior to retirement will be paid in a lump sum, post-retirement longevity benefit equal to the unpaid balance of the 6% increase. The post-retirement longevity benefit shall be paid to an eligible employee in the month following the month after the employee's final day of employment (e.g., if an employee retires effective June 30th, the benefit will be paid in August.) The longevity benefit increase would be in addition to any salary increase under the Bargaining Agreement, but would not include extra duty compensation. In no event shall an eligible employee's IMRF creditable earnings in the final year of retirement exceed the limit allowed by IMRF without causing the District to make an accelerated payment.


The longevity benefit would be open to all employees who have 15 years or more of full-time consecutive service in the District at the time of retirement. It shall not be used in combination with any other retirement benefit program where the District pays employee costs. However, an employee may choose the benefit that would be most beneficial to him/her.

Eligible employees who wish to participate in this longevity benefit program must submit a letter of resignation for retirement purposes on or before February 1st of the year of retirement. The Board of Education reserves the right to limit participation. In the event limits must be set, participants would be selected on a first-come, first-served basis.

This longevity benefit is offered only with the concurrence of the Westchester Support Staff Association. The program will apply to the 2018-2022 school years and will expire June 30, 2022, at the end of the 2018-2022 negotiated Agreement with the Board.”

The above agreed-upon revisions in this Memorandum of Understanding shall be inserted into Appendix C, the Longevity Letter of Understanding, to replace the version in the current Agreement and to remain in effect during the term of the 2018-2022 Agreement.


**WESTCHESTER SUPPORT STAFF
ASSOCIATION, IEA/NEA**



WSSA President

Date: 12/18/18

**BOARD OF EDUCATION OF
WESTCHESTER SCHOOL
DISTRICT 92 1/2**



President

Date: 1/8/19