

AGREEMENT

Between

**BOARD OF EDUCATION
SALEM COMMUNITY HIGH SCHOOL
DISTRICT #600**

And

**SALEM COMMUNITY HIGH SCHOOL
SUPPORT PERSONNEL ASSOCIATION,
IEA-NEA**

2022-2026

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ARTICLE I

RECOGNITION

The Board of Education, Salem Community High School District No. 600, Marion County, Illinois, hereinafter referred to as “Employer” recognizes the Salem Community High School Support Personnel Association, IEA/NEA, hereinafter referred to as the “Association”, as the sole and exclusive bargaining agent in all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment for all regularly employed maintenance employees, custodians, cooks and kitchen helpers, and further excluding the maintenance supervisor and the cafeteria manager.

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other individual, employee, organization, or its representatives all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment for this bargaining unit other than the Salem Community High School Support Personnel Association, IEA/NEA (SCHSSPA-IEA/NEA), nor with any individual employee in this bargaining unit on any matter in respect to the matters set forth in this Agreement.

The Employer recognizes the integrity of the bargaining unit and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees. The hiring of temporary or emergency employees to supplement bargaining unit employees work on a temporary or provisional employee appointed shall not be considered erosion of the bargaining unit.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.1 The parties shall commence bargaining for a successor Agreement on or before May 15, 2026 and shall bargain pursuant to the Illinois Educational Labor Relations Act and its rules and regulations. However, any claimed failure to bargain shall not be a grievance but shall proceed, if at all, as an Unfair Labor Practice.

2.2 Should the Board require negotiation be carried out during regular work hours of an employee, the employee will not suffer any loss of wages or benefits.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions

- A. Any claim by an employee or a group of employees or the Association that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits shall consist of week days (Monday through Friday, exclusive of holidays) except that when a grievance is submitted fewer than ten (10) days before the close of the current school term limits shall double. As used in this Article the term “days” shall mean weekdays. (Monday through Fridays exclusive of holidays.)

3.2 Procedures

- A. Any employee with a complaint shall have the right to request an informal meeting with his/her supervisor in an attempt to resolve the same. However, this informal step shall not be deemed the filing of grievance or part of the grievance procedure.
- B. In the event the matter is not resolved informally, or if the employee(s) or the Association elects not to seek informal resolution of the problem, a grievance shall be filed in writing with the Superintendent. The Superintendent shall cause a meeting to be held within ten (10) days for the purpose of discussing the grievance. The Superintendent shall render his decision within twenty-two (22) days.
- C. No grievance shall be filed more than sixty (60) days after the occurrence which gave rise thereto, or the employee’s knowledge thereof, whichever is later. Failure to timely file a grievance shall act as a bar to any and all matters which could have been raised thereby.
- D. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if the Superintendent fails to tender a decision, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Rules of the American Arbitration Association, which shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Superintendent’s answer, then the grievance shall be deemed withdrawn.
- E. The Arbitrator shall have no power to modify, alter, nullify, add to or subtract from the Agreement, but shall be limited to interpreting this agreement based upon the grievance submitted in writing, so as to determine only those issues which are necessarily presented by the grievance.

3.3 By-Pass to Superintendent

If the Superintendent and the Association agree, a grievance shall be submitted directly to arbitration.

3.4 Class Grievance

Grievances involving more than one employee shall be initially filed by the Association.

3.5 No Reprisals Clause

No reprisals shall be taken against an employee for filing a grievance.

3.6 Grievance Withdrawal

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

3.7 Fees and Expenses

The fees and expenses of the arbitrator shall be shared equally by the parties.

3.8 Association Participation

- A. During the informal step and the meeting with the Superintendent the employee may at his/her wish, be accompanied by a representative of the Association.
- B. At the arbitration step the employee shall have the right to such representation as the employee may desire, provided, however, the Association shall bear the cost of such assistance. The Employer shall bear the cost of any representation it may desire.

3.9 Release Time

Should the employer or the Arbitrator require any employee to attend hearings or meetings attendant to the grievance processing, such employee(s) shall be excused without loss of pay or benefit.

3.10 Transcript Request

If only one (1) party requests a transcript it will pay the cost. If both parties request a transcript, the cost shall be shared.

ARTICLE IV

ASSOCIATION RIGHTS

4.1 Dues Deduction

The Board shall deduct from each employee's pay the current dues of the Association provided the Board has received an authorized form from the Association. All dues deduction authorizations or revocations are processed solely by the Association, and the Association shall timely provide the Board with proof of dues deduction authorizations or revocations.

Pursuant to such authorization, the Board shall start deductions with the September paycheck, and deduct substantially equal amounts through May pay periods scheduled for such employee. For employees newly hired after the start of the school year, dues shall be deducted over the remaining paychecks scheduled for the year for that employee.

If a bargaining unit member terminates employment before the full amount of dues has been deducted, the balance of that employee's dues will be deducted from the last check issued. In the event an employee takes an approved leave of absence without pay before the full amount of dues has been deducted, the Association treasurer will be notified.

The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

In no event shall the Board of Education be liable under this Section "Dues Deduction" for unpaid dues or fair share payments in arrears caused by insufficient earnings, resulting from, but not limited to:

1. Termination of employment;
2. Resignation;
3. Leave of absence;
4. Exhaustion of sick leave or other leave benefits;
5. Garnishment of earnings or other legal process directing withholding or payments or earnings to others.

In the event of any legal action or unfair labor practice charge against the Board, brought in a court or before the IELRB, by the reason of any action taken by the Board in complying with the provisions of this article (Deduction of Dues), the Association agrees to indemnify and hold harmless the Board from any liability, including attorney's fees, provided such liability did not arise from willful misconduct.

The Board agrees to give the Association timely notice of any legal action specified in this section. The Board will cooperate with the Association and its counsel in making relevant information available to said parties, if legal action occurs against the Association.

The Board will allow reasonable deductions for the Salem School/Employees Credit Union.

4.2 Association Representative Access

Association representatives, upon notifying the school office, may transact business relating to the administration of this Agreement during employees' free time, provided no interference with normal school business occurs.

4.3 Room Use

The Association may request of the Superintendent use of District rooms for Association business, which use shall not be unreasonably denied. Use shall not conflict with school functions or use by other scheduled groups.

4.4 Intra-school Mail

The Association shall be permitted use of intra-school mailboxes to the extent the same exist.

4.5 Equipment Use

The Association may request use of typewriters, photocopiers and similar equipment which use shall not be unreasonably withheld. Such use shall not conflict with school use.

4.6 Association Presentations

The Association, subject to reasonable regulations applicable to all persons, may address the Board during the "open forum" portion of meetings of the Board. Copies of agenda, to the same they are prepared, shall be provided the Association President upon request. Copies of notices of regular or special meetings of the Board of Education, once approved, shall be made available to the Association upon request, except minutes of closed meetings of the Board.

4.7 Leaves of Absence

The Board may grant leaves of absence upon written request therefore, stating the date of leave and return. Leaves approved in advance by the Superintendent need not be presented to the Board. The employee, while on leave, may continue group health benefits provided he/she shall bear the prorata cost thereof. Any benefits accumulated prior to the leave shall be reinstated upon return from the leave.

4.8 Jury Duty

The Employer shall pay full salary and benefits to any employee called for jury duty or subpoenaed to testify. Any per diem earned while the employee is absent from work shall be returned to the District.

4.9 Threatened or Real Bombs

In no case shall an employee be required to search for threatened or real bombs.

4.10 Annual Benefits Statement

Employees shall receive annual salary statements containing the following information:
Accrued sick leave; and Vacation

4.11 Personnel File

Each employee shall have the right to inspect his/her personnel file upon reasonable notice and during normal business hours. An Association representative may be present, and an administration representative shall be present during such review. The employee may attach a written response to items in the file.

4.12 Appearances Before the Board of Education

When an employee is required to appear before the Board of Education as to any matter which is reasonably expected to lead to his/her dismissal, an Association representative may accompany the employee to the meeting.

4.13 Physical Examinations

Any physical examination required by the Board of Education shall be performed by a physician selected by the Board of Education and shall be paid for by the Board. The employee may be examined by any other practitioner at his/her own expense and any report thereof may be timely submitted to the Board and/or administration together with the Board physician's report.

4.14 Breaks

Each employee shall be entitled to a paid fifteen (15) minute break during each four (4) hours of work.

4.15 Duty-Free Meal Period

Custodian and maintenance personnel scheduled to work at least four (4) consecutive clock hours in any work day shall be entitled to an unpaid thirty (30) minute, uninterrupted, duty-free meal period. Cooks scheduled to work at least four (4) consecutive clock hours in any work day will be paid for a thirty (30) minute meal period but may not have an uninterrupted meal period.

4.16 Written Evaluations

If any written evaluations of employees are made, the evaluator shall discuss the evaluation with the employee. The employee may attach written responses thereto.

4.17 Complaints

An employee shall be notified within fourteen (14) days of any complaints made by staff members as to the employee's work, if the administration believes the complaint shall be made a part of the employee's file. Any complaint of this nature shall be signed and dated with specific details of the nature of the complaint.

4.18 Termination

Any employee of the District shall be entitled to make a presentation before a public session of the Board prior to termination. The presentation may be subject to reasonable time limitations applicable to all employees. The decision of the Board will be final.

ARTICLE V
FRINGE BENEFITS

5.1 Sick Leave

On July 1 of each year, each bargaining unit member shall be granted thirteen (13) sick leave days. Sick leave days for new employees hired after July 1 shall be prorated. Unused sick leave shall accumulate to two hundred forty (240) days. This provision shall supplement Section 24.6 of the Illinois School Code. Sick leave days shall be granted to attend the funeral of any immediate family member as defined in the Illinois School Code or of someone other than an immediate family member.

Sick Leave Bank

The purpose of the Sick Leave Bank shall be to provide extended paid sick leave for employees who have exhausted their personally accumulated sick leave and, due to personal serious illness or injury, are unable to return to work. Short-term illnesses are not subject to the following sick leave provisions. Participation in the Sick Leave Bank shall be voluntary. Each employee shall be given an application form at the beginning of each school year or upon employment if during the school year. An employee desiring to participate shall sign the application and return it to his/her building representative. Each employee participating will contribute one (1) day of his/her accumulated sick leave. Any days transferred by the employee shall remain in the Sick Leave Bank. The Board shall not be liable for any days transferred and shall not contribute any days to the Sick Leave Bank. The total number of days to accumulate in the bank shall not exceed 200. Once the total maximum number of days has been reached, the bank will be closed for membership, except any new employee who was not given the opportunity to donate shall be allowed to donate one (1) day. Only members of the Sick Leave Bank shall be allowed to withdraw days from the Bank. In order to remain an active member, an employee must contribute to the bank when asked by the Sick Leave Committee. If an employee elects not to seek membership, he/she shall not be eligible to participate in the Sick Leave Bank. No member shall be allowed to draw more than ten (10) days during one (1) school year. The balance of the days accumulated at the end of one (1) school year shall carry over to the following year. Should the total number of days withdrawn from the Bank equal the balance at any time, the Bank will cease operations until it can be replenished at the start of the next school year.

A committee consisting of two (2) members selected by the Association and two (2) members of the Administration will be selected to govern the use of the Sick Leave Bank. Only employees that participate in the Sick Bank will be entitled to draw from the Bank provided the employee has exhausted his/her personally accumulated sick leave and personal leave days and has made written application to the Committee for withdrawal of days from the Bank. Should the employee be unable to make application, his/her designee (Family Member, Association Representative or Administrator) may do so on his/her behalf. The application shall state the reason for the inability to return to work along with the physician's statement specifying the nature of the employee's illness. The application shall also state the number of days requested to be used from the Bank. Before granting the request, the Committee must elicit affirmative answers to the following:

- A. Is the employee listed as a current member of the Sick Leave Bank?
- B. Has the employee exhausted his/her personally accumulated sick leave? And personal leave?
- C. Is the absence from work due to a serious illness? (This program would not be used for short-termed illness or maternity leave)

5.2 Holidays

Maintenance Employees and Custodians shall be granted the following paid holidays, should they fall on work days:

*Independence Day

*Labor Day

Columbus Day

Veteran's Day

*Thanksgiving Day

Friday after Thanksgiving Day

*Christmas Eve Day

*Christmas Day

*New Year's Eve Day

*New Year's Day

Martin Luther King's Birthday

President's Day

Friday before Easter (if school is not in session)

Monday after Easter (when school is not in session or Thursday preceding the Friday before Easter if school is in session the Monday after Easter)

*Memorial Day

Juneteenth

Should Christmas Eve, Christmas, New Year's Eve, New Year's Day or Independence Day fall on Saturday, the previous Friday will be a holiday. Should they fall on Sunday, the succeeding Monday will be a holiday.

Cooks and kitchen helpers shall be paid all school holidays which fall within their work year.

5.3 Vacation

Maintenance employees and Custodians shall be entitled to one (1) week of vacation with pay after 90 days of employment and one (1) week after one (1) year of employment. For years two (2) through six (6), employees will receive two (2) week vacation. After completion of six (6) years of employment (during the 7th year) employees shall be entitled to three (3) weeks of vacation.

All vacation days must be approved by the Superintendent or his/her designee. Any request to change previously approved dates must be approved by the Superintendent or his/her designee.

Vacation days may be taken on days of student attendance only with the approval of the Superintendent or his/her designee. Vacation days may be taken during the five (5) work days after the end of the school year and the five (5) work days prior to the start of the next school year only with the approval of the Superintendent or his/her designee. A minimum of two (2) weeks' notice must be given for vacations of more than two (2) days. Vacation requests of no more than two (2) days may be submitted at any time up to two (2) work days prior to the requested first day of vacation. The two (2) work day notice may be waived by the Superintendent or his/her designee. All vacation days must be taken during the contract year earned (July 1) through July 7th of the following year unless approved by the Superintendent or his/her designee. Vacation may not be unreasonably denied, although the District may deny the latest request if coverage for the building is deemed necessary for the District. If coverage is required, notice of two weeks will be given.

5.4 Insurance

The board shall pay up to the amount listed in the table below for family insurance for each full-time employee hired prior to July 1, 2005, who elects to take the group family plan. The board will pay the amount listed below for any employee for each full-time employee hired prior to July 1, 2005 who elects to take single coverage under the group insurance. The board will only provide the amount listed towards single coverage under the group insurance for full-time 12-month employees hired after July 1, 2005.

	2022-23	2023-24	2024-25	2025-26
Family (Hired prior to 7/1/2005)	\$13,800	\$14,400	\$15,000	\$15,600
Single	\$6,600	\$7,200	\$7,800	\$8,400
Hired after 7/1/2005	\$6,600	\$7,200	\$7,800	\$8,400

5.5 Uniforms

The district shall not provide any SCHSSPA member with uniforms. Kitchen Helpers will be granted an annual clothing allowance of \$500 (five-hundred) to be included in the September paycheck. Cooks will be granted an annual clothing allowance of \$600 (six-hundred) to be included in the September paycheck. Custodians and Maintenance will be granted an annual clothing allowance of \$700 (seven-hundred) to be included in the September paycheck. The District reserves the right to approve or reject clothing based on requirements to be agreed upon by both parties.

5.6 Personal Leave

Each employee may be granted three (3) personal leave days without loss of pay each year for personal reasons. An explanation for the use of these days will not be required. A written request must be given at least two (2) days in advance to the Superintendent or his/her designee. Personal leave may not be taken immediately before or after a school holiday nor may they be taken the first or last week of the school year. In case of emergency, these restrictions may be waived by the Superintendent or his/her designee. Personal leave may be taken in one-half (1/2) day increments. Unused personal leave days will be transferred to the employees accumulated unused sick leave.

ARTICLE VI

SENIORITY

6.1 Definition

Seniority shall be measured from the employee's first day of full-time service to the District within his/her category of position. Should two (2) or more employees in a category of position begin service on the same date; ties will be broken by lots. There shall be the following categories: 1. Maintenance, 2. Custodian, 3. Cook, 4. Kitchen Helper.

6.2 List

A seniority list for each category of position will be prepared annually, a copy of which will be given to the Association.

6.3 Layoff

In the event it becomes necessary to lay off employees, said layoffs will be in the reverse order of seniority within the affected category of position(s), provided the employee is competent to fill the remaining job.

6.4 Recall

Should a vacancy within a category of position occur after a layoff, employees will be recalled in reverse order of the layoff. This shall not be interpreted as a right to reassignment to the shift of duty area held prior to layoff.

6.5 Vacancies

The District will post vacancies to maintenance and cook positions for a reasonable time prior to permanently filling the same. Any employee wishing to be considered for a vacancy may apply to the Supervisor. Seniority in the District will be considered as a factor by the Administration in reviewing applications with the final decision remaining at the discretion of the Administration.

ARTICLE VII

SALARY

7.1 Compensation

All current employees will receive:

5.0% increase to their base hourly rate paid in 2022-23 for the contract year July 1, 2022-June 30, 2023.

4.5% increase to their base hourly rate paid in 2023-24 for the contract year July 1, 2023-June 30, 2024.

4.0% increase to their base hourly rate paid in 2024-25 for the contract year July 1, 2024-June 30, 2025.

4.0% increase to their base hourly rate paid in 2025-26 for the contract year July 1, 2025-June 30, 2026.

All new employees hired after July 1, 2018 will be placed for salary according to the table below:

Classification	2022-23	2023-24	2024-25	2025-26
Beginning Maintenance	\$21.00	\$21.50	\$22.00	\$22.50
Beginning Custodian	\$19.00	\$19.25	\$19.50	\$19.75
Cook	\$18.00	\$18.25	\$18.50	\$18.75
Beginning Kitchen Helper	\$14.75	\$15.00	\$15.25	\$15.50

7.2 Substitute Cafeteria Supervisor

At the beginning of each school year, the superintendent shall appoint a cook to act as head cook in the absence of the cafeteria supervisor. The head cook shall act as supervisor during any absence. The appointed head cook will receive \$1.00 more per hour of their base salary rate.

7.3 Overtime

Maintenance and custodian employees normal work week shall consist of 40 hours. Full time cooks normal work week shall consist of 32.5 hours. Cooks shall be paid at regular rate of pay for all hours up to 35.0 hours per week, if necessary. Cooks shall be paid overtime rate for any hours over 35.0 per week. Extra hours or overtime hours shall have prior approval of the Superintendent or his/her designee). Approved overtime beyond 40 hours per week for maintenance and custodian employees and beyond 35.0 hours per week for cooks shall be paid at one and one half (1-1/2) times the regular hourly rate. Pay for time worked on actual holidays shown with an * in paragraph 5.2 will be at two (2) times the hourly rate. Work weeks shall consist of five (5) consecutive days unless a change is agreed to by both the Association and the Board of Education. Every attempt will be made to avoid scheduling school events on days listed in paragraph 5.2. A minimum of two (2) hours will be paid if an employee is called to work for an emergency situation. The employees' supervisor will designate which employees are to be called.

7.4 Retirement Pay

A. Each employee covered under this contract who retires with ten (10) years of service in the district is entitled to retirement compensation under the following formula:

Years

10-14	25% times unused sick leave (not to exceed 160 days times \$25.00)
15 or more	50% times unused sick leave (not to exceed 160 days times \$25.00)

Payment will be made to the employee or his/her beneficiary with the final month's check in the final year of employment. "Retire" means to apply to and be accepted into the Illinois Municipal Retirement Fund.

B. Option – Employees covered under this contract may choose to apply up to 160 days of unused sick leave toward additional credit for retirement in lieu of compensation; however, the employee must choose either A or B, but not both.

7.5 Part-time employees

Employees hired on a part-time basis as a maintenance/custodian or cook will receive no health insurance benefit and will accrue sick leave, personal leave, and vacation days based on the number of hours worked. Example: A part-time custodian that works 4 hours per day will accrue sick, personal, and vacation time in 4-hour increments and will be receive paid compensation for the same number of hours.

ARTICLE VIII

EFFECT OF AGREEMENT

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

The Board shall have printed and delivered to the Association within a reasonable time after adoption by the Board and ratification by the Association, copies of this Agreement for distribution to all employees covered by the Agreement.

Should any part of this Agreement be declared illegal by a body of competent jurisdiction, all the remainder of this Agreement shall remain in full force and effect.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matters during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement.

During the term of this Agreement, the Association will not instigate or encourage a strike or concerted effort to render less than full and complete service in an attempt to coerce a change in working conditions.

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by express language of this Agreement are retained by the Board of Education, provided, however, that no such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

This Agreement shall be in effect beginning July 1, 2022, and ending June 30, 2026.

This Agreement is signed this _____ day of _____, 2022.

For the Board of Education
District #600:

For the Salem Community High
School Support Personnel
Association, IEA-NEA:

President

President

Secretary

Secretary