

**CONTRACT AGREEMENT**

between

**OLYMPIA EDUCATION SUPPORT  
PERSONNEL ASSOCIATION "OESP"  
AN IEA/NEA AFFILIATE**

and

**OLYMPIA COMMUNITY UNIT  
SCHOOL DISTRICT NO. 16  
BOARD OF EDUCATION**

2017-18  
2018-19  
2019-20  
2020-21  
2021-22

## TABLE OF CONTENTS

		Page
ARTICLE 1	RECOGNITION	1
	1.1 Recognition	
	1.2 Definitions	
ARTICLE 2	NEGOTIATIONS	2
	2.1 Procedures	
ARTICLE 3	FACILITIES, COMMUNICATION SYSTEMS AND BULLETIN BOARDS	2
	3.1 OESP Meetings	
	3.2 OESP Business	
	3.3 OESP Literature	
ARTICLE 4	MEMBER INFORMATION	3
	4.1 Member Information	
ARTICLE 5	BOARD RIGHTS	3
	5.1 Board Rights	
ARTICLE 6	NON-DISCRIMINATION	3
	6.1 Non-Discrimination	
ARTICLE 7	HEALTH/SAFETY/COMMUNICATION COMMITTEE	3
	7.1 Health/Safety/Communication Committee	
ARTICLE 8	EVALUATION	4
	8.1 Purpose	
	8.2 Definition of Terms for Employee Evaluation	

		<b>Page</b>
<b>ARTICLE 9</b>	<b>GRIEVANCE PROCEDURE</b>	<b>5</b>
	9.1 Grievance Procedure	
	9.2 Definitions	
	9.3 Conditions	
	9.4 Grievance Prevention Step	
<b>ARTICLE 10</b>	<b>DISCIPLINARY ACTION</b>	<b>7</b>
	10.1 Disciplinary Action	
<b>ARTICLE 11</b>	<b>REDUCTION IN FORCE</b>	<b>8</b>
	11.1 Pre-Reduction in Force Procedures	
	11.2 Category of Position	
	11.3 Reduction in Force	
	11.4 Recall	
	11.5 Recall Pool/Substitution	
<b>ARTICLE 12</b>	<b>SENIORITY</b>	<b>9</b>
	12.1 Definition	
	12.2 Purpose of Seniority	
	12.3 Breaking of Seniority	
	12.4 Seniority List	
<b>ARTICLE 13</b>	<b>VACANCIES</b>	<b>10</b>
	13.1 Vacancies	
<b>ARTICLE 14</b>	<b>TRAVEL REIMBURSEMENT</b>	<b>11</b>
	14.1 Travel Reimbursement	

		<b>Page</b>
<b>ARTICLE 15</b>	<b>EMPLOYMENT</b>	<b>11</b>
	15.1 Administration of Medication	
	15.2 Workweek/Overtime	
	15.3 Contract Period	
	15.4 Holidays	
	15.5 Sick Leave	
	15.6 Bereavement Leave	
	15.7 Personal Leave	
	15.8 Use of Sick Leave for Less Than a Half Day	
	15.9 Jury Duty	
	15.10 Vacation Days (12 Month Employees Only)	
<b>ARTICLE 16</b>	<b>UNPAID LEAVES</b>	<b>15</b>
	16.1 Unpaid Leave	
	16.2 Family Medical Leave	
<b>ARTICLE 17</b>	<b>BENEFITS</b>	<b>16</b>
	17.1 Health and Accident Insurance	
	17.2 Retirement Incentive	
	17.3 Longevity Bonus	
<b>ARTICLE 18</b>	<b>SURVEILLANCE CAMERAS</b>	<b>18</b>
	18.1 Surveillance Cameras	
<b>ARTICLE 19</b>	<b>PERSONNEL FILE</b>	<b>18</b>
	19.1 Personnel File	

		<b>Page</b>
<b>ARTICLE 20</b>	<b>EFFECT OF AGREEMENT</b>	<b>18</b>
	20.1 Complete Agreement	
<b>APPENDIX A</b>	<b>SALARY COMPENSATION</b>	<b>20</b>
<b>APPENDIX B</b>	<b>EVALUATION INSTRUMENT</b>	<b>21</b>

**ARTICLE 1  
RECOGNITION**

**1.1 Recognition**

The Board recognizes the Olympia Education Support Personnel Association (“OESP”), an IEA/NEA Affiliate, as the sole and exclusive bargaining agent for all regularly employed full-time and part-time school building secretaries working more than four (4) hours per day and all regularly employed full-time and part-time custodial staff (hereinafter “Employees”) employed by the Board, excluding supervisory, managerial, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act. The term “school building secretaries” does not include Central Office personnel.

**1.2 Definitions**

**A. School-Year Employee**

An Employee hired to work full-time a minimum of thirty (30) hours per week during a normal work week during the school year. Such Employee shall receive fringe benefits as specifically provided herein, but not paid vacation.

**B. Twelve Month Employee**

An employee hired to work full-time a minimum of thirty (30) hours per week during a normal work week, twelve (12) months per year. Such Employee shall receive fringe benefits as specifically provided herein, including paid vacation.

**C. Part-Time Employee**

An Employee hired to work less than thirty (30) hours per week, or less than six (6) hours consecutively each day, or fewer than one hundred seventy-six (176) pupil attendance days. Such Employee shall receive sick and personal leave benefits on a prorated basis.

**D. Probationary Employee**

1. Each new Employee covered by this Agreement will have a six-month calendar day probationary period.
2. The Association and the Board may mutually agree to extend the probationary period when warranted by individual circumstances.
3. A probationary Employee is not entitled to the protections of Article 11 of this Agreement.

## **ARTICLE 2 NEGOTIATIONS**

### **2.1 Procedures**

Each party shall have control over the selection of the negotiation representatives of their respective bargaining teams. It is recognized that no final agreement between the parties may be executed without ratification by a simple majority of the Board and a simple majority of the membership of the OESP. The parties confer upon their respective representatives the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations and to reach tentative written agreements which shall be presented to the OESP for ratification and to the Board for adoption.

- A. Every effort shall be made to begin negotiations not later than April 15 of the negotiating year. Any extension of this date shall be mutually agreed to prior to April 15.
- B. From time to time during negotiations the parties may agree to negotiate during the regular workday. The chief negotiation spokespersons of each party shall mutually notify the immediate supervisor of the OESP bargaining unit representative. Notification by electronic mail is acceptable.
- C. In the event an impasse is reached and one (1) or both parties declare impasse, the parties will mutually request the mediation services of the Federal Mediation and Conciliation Service. Furthermore, the parties may mutually agree to mediation at any time during negotiations.

## **ARTICLE 3 FACILITIES, COMMUNICATION SYSTEMS AND BULLETIN BOARDS**

- 3.1 The OESP may use school facilities for meetings for the purpose of conducting OESP business. All meetings shall be conducted outside Employee work hours unless said meetings are scheduled otherwise by mutual agreement of the parties. Facilities shall be obtained by completing a facilities request form.
- 3.2 Duly authorized representatives of the OESP and its affiliate will be permitted to transact official OESP business on school property provided it does not interfere with or interrupt school operations. Furthermore, the OESP will be permitted to use the school mail system and other forms of communication such as fax, copier, electronic mail, telephone, or voice mail, provided it does not interfere with or interrupt school operations.
- 3.3 The OESP shall be able to post OESP association literature on bulletin boards within usual employee areas at each building.

**ARTICLE 4  
MEMBER INFORMATION**

- 4.1 The OESP President shall be furnished the following information concerning any newly hired Employee of the bargaining unit within fourteen (14) days after the Board approves said Employee's employment:
- A. Name,
  - B. Assignment,
  - C. Rate of Pay, and
  - D. Date of Employment.

**ARTICLE 5  
BOARD RIGHTS**

- 5.1 It is agreed that all functions, rights, powers and authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such functions, rights, powers or authority shall be exercised so as to violate any of the specific provisions of this Agreement. Nothing herein shall be construed as a waiver by the OESP to negotiate mandatory subjects of bargaining which were not previously fully bargained or to impact bargain certain Board decisions.

**ARTICLE 6  
NON-DISCRIMINATION**

- 6.1 The Board will not discriminate against any Bargaining Unit Employee because of membership or non-membership in the OESP or because the Bargaining Unit Employee is acting as a representative of the OESP pursuant to the provisions of this Agreement.

**ARTICLE 7  
HEALTH/SAFETY/COMMUNICATION COMMITTEE**

- 7.1 A committee composed of the Superintendent and/or his/her designees and the OESP President and/or his/her designees may meet for the purposes of maintaining harmonious relations/communications and discussing safe and healthful work practices and conditions. There will be a minimum of three (3) meetings per year, and more if mutually agreed to by the parties. All approved and published policies, regulations, and rules of the Board will be made available for inspection to help facilitate discussions.

Any proposed modifications, alterations and changes to such policies, regulations and rules which would impact wages, hours, terms and conditions of employment shall be negotiated prior to implementation.



All unsafe workplace conditions shall be reported to the building principal or other pertinent supervisor. All injuries suffered by an Employee as a result of performing work-related duties must be reported to the building principal or other pertinent supervisor in a timely manner.

## **ARTICLE 8 EVALUATION**

8.1 The purpose of staff evaluation is to promote growth in an Employee's job performance and align performance expectations to goals and the educational mission of the District. The evaluation process will be viewed as a continuing process of improvement, and will emphasize outcomes beneficial to the Employee and the District. Furthermore, sufficient resources will be made available to support the evaluation process.

### 8.2 **Definition of Terms for Employee Evaluation**

#### A. **Evaluator**

The evaluator is the administrator or supervisor designed to evaluate an Employee's job performance.

#### B. **Goal Setting**

Goal setting is the process where the Employee and the evaluator establish and review common goals.

#### C. **Observations**

Observations are the day-to-day interactions between the Employee and evaluator while the Employee is performing his/her job. Job performance deficiencies noted during observations will be reduced to writing and provided to the Employee.

#### D. **Evaluation**

Evaluation is the written documentation of cumulative observation information gathered during observations of the Employee's job performance. All Employees, during the first year of employment, shall be evaluated at least once. After the first year of employment, Employees shall be evaluated at least once every two (2) years. The evaluator shall use the mutually agreed to form as found in Appendix B for all evaluations. The Employee and evaluator shall agree to a date for an evaluation conference to review the completed evaluation form. In the event an Employee disagrees with any part of the evaluation, the Employee may attach a written response to the evaluation. Evaluations shall be completed by May 15 of the evaluating year. In the event an Employee, through voluntary or involuntary manner, transfers to a different building site, the Employee may request an evaluation from the current administrator.

**ARTICLE 9  
GRIEVANCE PROCEDURE**

9.1 The Board and the OESP acknowledge the grievance procedure is to implement the process outlined in this Article so that every attempt is made to resolve grievances equitably and at the lowest possible Level. Any Employee who has a concern, as defined herein, is encouraged to discuss the concern informally with his/her immediate supervisor in an attempt to resolve the concern, provided the resolution of the concern is not inconsistent with the terms of this Agreement.

9.2 **Definitions**

- A. A concern is an informal complaint that may or may not ripen into a grievance.
- B. A grievance is a written assertion of an alleged misapplication, misinterpretation or violation of this Agreement.
- C. A grievant is defined as any Employee of the Bargaining Unit and/or the OESP.

9.3 **Conditions**

- A. Employee and/or OESP representatives who participate in these grievance procedures will not be subject to discipline or reprisal because of such participation. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Since it is important that grievances be processed in a timely manner, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The term "days" as used in this procedure shall mean days the Unit Office is open for business.
- C. Every effort shall be made to process grievances outside the work hours of the grievant. Should the investigation or processing occur during regular work hours, the Employee/OESP will work with the immediate supervisor to secure approval to be released from work.
- D. When requested by an Employee, an OESP representative may accompany the Employee to assist at any of the following levels. The OESP maintains the right to attend and participate in any and all grievance meetings. Levels One and Two of the procedure may be by-passed by agreement of the Superintendent and OESP representative.

9.4 **Grievance Prevention Step**

It is agreed that concerns arising between the Employee and the administration/Board (which may or may not develop into a grievance) be resolved through free and informal communications between the parties concerned. When informal discussions fail to satisfy the concern, a formal grievance may be processed according to the following:

A. **Level One: File Grievance/Building Meeting**

If the concern cannot be resolved informally, the aggrieved Employee or the OESP shall file the grievance in writing with the Principal or Supervisor. The written grievance will state the nature of the grievance, specific clause or clauses of the Agreement allegedly violated, and the remedy requested provided, however, the failure to do so correctly will not invalidate the grievance. The filing of the grievance at Level One must be within ninety (90) days from the date of the event giving rise to the concern. Within fifteen (15) days after such written grievance is filed, the Employee, the OESP representative and the Principal or Supervisor shall meet to resolve the grievance. The Principal or Supervisor shall make a decision on the grievance and communicate it in writing to the Employee, the OESP and the Superintendent within fifteen (15) days.

B. **Level Two: Unit Office Meeting**

In the event a grievance has not been satisfactorily resolved at Level One, the aggrieved Employee or the OESP shall file, within fifteen (15) days of the receipt of the Principal's or Supervisor's written decision at Level One, a copy of the grievance with the Superintendent. Within fifteen (15) days after such written grievance is filed, the Employee, the OESP representative, the Principal or Supervisor, and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall make a decision on the grievance and communicate it in writing to the Principal or Supervisor, the Employee and the OESP within fifteen (15) days.

C. **Level Three: Board Meeting**

If a satisfactory resolution is not reached at Level Two, the OESP shall file a copy of the grievance with the Board within fifteen (15) days of the Superintendent's written decision at Level Two. The Employee, the OESP representative, the Superintendent or his/her designee and the Board shall meet at the next regularly scheduled Board meeting to resolve the grievance, provided the grievance was filed seven (7) days prior to the Board meeting. Otherwise, the grievance will be heard at the next regularly scheduled Board meeting. The Board shall make a decision on the grievance and communicate it in writing within fifteen (15) days to the Employee, the OESP, the Principal or Supervisor and the Superintendent.

D. **Level Four: Arbitration**

If a satisfactory resolution is not reached at Level Three, the OESP may submit the grievance to final and binding arbitration to either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date of the Board's written decision, then the grievance shall be deemed withdrawn.

1. The arbitrator shall have no power to alter, amend, modify, nullify, ignore or add to the terms of this Agreement.

2. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA, or FMCS, shall be divided equally between the grievant and the Board.
3. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

## **ARTICLE 10 DISCIPLINARY ACTION**

10.1 Disciplinary action shall be administered pursuant to the following:

**A. Representation**

In the event an Employee is required to attend a meeting, the outcome of which can be anticipated to result in some disciplinary action being taken against the Employee, the Employee shall be informed of his/her right to Association representation.

When an Employee requests representation, the Employee shall be afforded reasonable time as the circumstances dictate to secure such representation.

**B. Disciplinary Procedures**

Discipline is intended to correct misconduct and will be administered in a timely manner and as not to cause unnecessary embarrassment to the Employee. In most cases, progressive discipline shall be used. However, there may be situations involving misconduct where more severe and immediate disciplinary action is required and appropriate.

Steps of progressive discipline are:

1. Verbal warning;
2. Written warning;
3. Suspension without pay; and
4. Dismissal.

**C. Suspension Without Pay and Dismissal**

Prior to a suspension without pay or dismissal of an Employee, the Employee shall have a right to a conference with the Superintendent. At the Employee's request, an Association representative will be present. The specific grounds forming the basis for the suspension or dismissal shall be made available to the Employee and the Association in writing at least forty-eight (48) hours in advance of such conference. Only the Board, after a due process hearing, can dismiss an Employee.

**D. Just Cause**

An Employee shall not be suspended without pay or dismissed without just cause. The

components of just cause are:

1. The Employee has been forewarned, either orally or in writing, of the possible consequences of the Employee's conduct. In circumstances where the Employee's misconduct is so serious that an Employee could be expected to know the conduct is improper, no warning is required;
2. The Board's work rule or the administrative directive is related to the orderly, efficient, and safe operation of the District;
3. The Board/administration has made an effort to discover whether the Employee violated a work rule or administrative directive;
4. The Board/administration's investigation has been conducted fairly and objectively;
5. The Board/administration's investigation has established sufficient evidence that the Employee violated a work rule or administrative directive;
6. The Board/administration has applied its work rules or administrative directives evenhandedly and without discrimination to all Employees similarly situated to the disciplined Employee; and
7. The degree of discipline administered to the Employee is reasonably related to the seriousness of the Employee's misconduct and the Employee's service to the District.

## **ARTICLE 11 REDUCTION IN FORCE**

### **11.1 Pre-Reduction in Force Procedures**

When the Board determines the need for a possible reduction in force (RIF), the administration shall meet with the OESP prior to the proposed RIF to discuss the following:

- A. The nature of the RIF;
- B. The reasons for the RIF;
- C. A review of the seniority list; and
- D. The impact of the RIF.

### **11.2 Category of Position**

For the purpose of this Article, the categories of position are: School Secretaries and Custodians.

Employees affected by a reduction in force may replace an employee in another non-bargaining unit

category of position if the Employee affected by the layoff has more seniority than the employee in the category of position who could be displaced and the Employee was previously in the other non-bargaining unit category of position.

**11.3 Reduction in Force**

- A. Employees shall be laid off in the inverse order of their seniority within the category of position established herein.
- B. If, between two (2) or more Employees, the length of service (i.e. seniority) within the affected category of position is the same, the tie will be broken by the drawing of lots.
- C. Reduction in Force shall be effective at the end of the Employee's contract year.

**11.4 Recall**

Employees on layoff shall retain their rights to recall for twelve (12) months from the beginning of the school term following the year they were laid off.

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within the category of position shall be tendered on the basis of seniority in writing to the Employee(s) honorably dismissed from the category of position. The offer shall be sent by certified mail, return receipt requested, to the Employee's address on file with the Board.

**11.5 Recall Pool/Substitution**

An Employee in the recall pool shall, upon application and at his/her option, be granted priority status on the school secretary/custodian substitute list according to his/her seniority with the District.

**ARTICLE 12  
SENIORITY**

**12.1 Definition**

Seniority shall be defined as the length of continuous service in the District from the Employee's date of hire in a position covered by this Agreement. Seniority shall accrue on an annual basis, beginning with the date of hire. Part-time Employees shall accumulate seniority on a pro-rata basis determined by the number of hours worked per day. An Employee's seniority earned prior to the time this Agreement is signed shall be fully vested.

**12.2 Purpose of Seniority**

The District will use seniority as the criteria for the purpose of Employee layoff and recall.

**12.3 Breaking of Seniority**

Seniority shall be broken by discharge, resignation, retirement, layoff, or movement into a different category of position. If a reduction in force is in effect, the Employee shall retain seniority for recall purposes. However, seniority shall not accrue while an Employee is not working as a result of a reduction in force. When an Employee moves into a different category of position, she/he will not carry her/his seniority to the new category of positions, however, she/he will retain but not accrue seniority in the previous category of position.

#### 12.4 **Seniority List**

An updated seniority list shall be provided annually to the OESP President prior to February 1 of each year and posted in each building. Each Employee shall have thirty (30) days after such posting to file a written objection to his/her placement (i.e., years of seniority) on the seniority list.

### **ARTICLE 13 VACANCIES**

#### 13.1 **Vacancies**

##### A. **Definition**

For the purpose of this Agreement, a vacancy is an open bargaining unit position the Board intends to fill as a result of resignation, termination, death or transfer. In addition, a vacancy can result from the creation of an additional bargaining unit position at a school site. In some cases, a vacancy can occur when an Employee is on an indefinite leave.

##### B. **Procedures**

The following procedures will be used to fill vacancies:

1. The position shall be posted electronically at least five (5) days prior to the Board of Education hiring an applicant. The electronic posting will be via email to all OESP employees at each student attendance center, as well as being posted electronically on the district employment website. Positions posted shall have an anticipated start date listed. The posting period may be waived by mutual agreement of the administration and Association.
2. Employees of the bargaining unit, who have applied for the vacancy in writing during the period indicated above, may be interviewed and, if interviewed, shall be interviewed prior to external candidates. Upon completion of the probationary period, an Employee may apply for any vacancy.
3. Employees of the bargaining unit who are interviewed, but are not selected for a vacancy, may request in writing and shall receive a written list/description of what he or she can do to improve his/her candidacy.

**ARTICLE 14  
TRAVEL REIMBURSEMENT**

- 14.1 An employee who uses his/her own personal automobile when on school business as approved by the immediate supervisor, shall be reimbursed by the Board of Education at a rate equivalent to the IRS mileage allowance in effect. This rate shall be adjusted at such time the IRS adjusts the rate.

**ARTICLE 15  
EMPLOYMENT**

**15.1 Administration of Medication**

While nothing in this section shall prohibit an employee from providing emergency medical assistance to students, an employee will not be required to administer medication to a student. In addition, an Employee shall not be required to conduct head lice inspections of students. However, an Employee may be required to contact parents or guardians when a student has head lice infestation.

**15.2 Workweek/Overtime**

**School Year Employees (Secretaries)**

- A. The full-time normal workweek is forty (40) hours, consisting of five (5) working days of eight (8) hours each. The regular daily hours will be set at the building site by the immediate supervisor. During the employee workday, employees may be allowed to flex time, typically fifteen (15) minutes after the student day, provided that the request has been made at least one day in advance and approved by the building supervisor. Each employee will have a one-half (1/2) hour duty-free lunch period. The workweek will run from 12:01 a.m. Sunday through 12:00 midnight Saturday.
- B. Employees shall work two evenings during Parent-Teacher Conferences in the fall and spring, but will not work one (1) day when the compensation day is taken for teachers and students.
- C. The employee work day may end with the completion of duties and departure of buses the day before Thanksgiving and winter vacation.

**Twelve Month Employees (Custodians)**

The full time normal workweek is forty (40) hours consisting of five (5) working days of eight (8) hours each period. The regular daily hours will be set at the building site by the immediate supervisor. Prior to the first day of school, the administration shall provide each custodian with his/her daily schedule, which shall include two (2) fifteen (15) minute breaks and a one-half (1/2) hour duty free lunch period. Each custodian shall follow his/her daily schedule unless directed otherwise by his/her immediate supervisor. The workweek will run from 12:01 am Sunday through 12:00 midnight Saturday.



## Overtime

Employees will receive additional compensation for pre-scheduled and pre-approved overtime work. Overtime is calculated on hours worked in excess of forty (40) in one (1) workweek. Hours worked exclude paid holidays, vacations, sick leave or other approved leaves. An Employee authorized to work overtime (over 40 hours in a 1-workweek period) will be compensated at the rate of one and one-half (1 ½) times his/her regular rate of pay.

If the need for overtime is approved, the administration shall offer the overtime first to bargaining unit members in the building where the overtime is needed. If those employees are not able to fulfill the overtime, the administration will offer the overtime to bargaining unit members in other buildings. Overtime opportunities for Saturday and Sunday activities will generally be rotated among all employees who perform work of that type. Substitute or temporary employees shall not be hired solely for the purpose of avoiding overtime for regularly employed bargaining unit members.

### 15.3 Contract Period

#### A. School Year Employee Contract Period

School Year employees work on days when school is in session and on additional days as scheduled according to the chart below:

<b>Months Worked</b>	<b>District School Year (days)</b>	<b>Additional Days Worked</b>	<b>Work Days Per Year</b>	<b>Paid Holidays</b>	<b>Days Paid Per Year</b>
10	180	20*	200	7	207

\*The additional days worked will typically consist of eleven (11) days before the start of the school year and nine (9) consecutive days after the end of the school year. Employees who are responsible for closing the books for the previous fiscal year, will work eight (8) consecutive days after the end of the school year and will work the remaining days between July 1 and July 30 to close said books.

Employees do not report to work when an emergency school closing day is used.

In addition to the days aforementioned, Employees may request or be asked to work additional days. In the event that a member of the bargaining unit works additional days, the parties shall follow all terms and conditions of the negotiated agreement and contract language.

#### B. Twelve Month Employee Contract Period

Full time twelve month employees will work a regular schedule consisting of five (5) days of eight (8) hours each with the exception of holidays as listed in this agreement and other approved leaves.

In the event of an emergency school closing, employees are not required to report to work. If an

employee can safely report to work, he/she is allowed to do so. Twelve month employees who do not report to work for an emergency school closing may choose to use vacation or personal days to avoid a loss of pay for an emergency school closing day. Twelve month employees who do not choose to use vacation or personal days will work the additional hours directly following the emergency day at a non-overtime rate. If the employee is unable to provide the work directly after the emergency day, with pre-approval from the administration, he/she will be allowed to provide the non-overtime work on other regular work days during the course of the next six (6) months after there has been a school emergency day in order to maintain his/her normal hours worked.

**15.4 Holidays**

**A. School Year Employee Holidays**

The Board of Education will pay for the following holidays.

Labor Day	New Year's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Christmas Day	

**B. Twelve Month Employee Holidays**

The Board of Education will pay for the following holidays for Twelve Month Employees.

New Year's Eve	Martin Luther King Jr.'s Birthday
New Year's Day	Memorial Day
Day commonly designated as Good Friday	Labor Day
Independence Day	President's Day
Columbus Day	Christmas Eve
Thanksgiving Day	Christmas Day
Day after Thanksgiving	Day after Christmas

If one of the holidays set forth above in 15.4.A or 15.4.B falls on a Saturday or Sunday, or if the Board of Education chooses to hold school on one of the above holidays, the administration will specify a non-student attendance day as a replacement day off with pay.

**15.5 Sick Leave**

A. New employees shall be granted sick leave at the rate of fifteen (15) working days per year commensurate with their position, with total accumulation of unused sick days not to exceed two hundred forty-five (245) days. All other employees shall be credited with the following sick leave days on the first day of their contractual year, provided the district does not incur a penalty from IMRF:

Zero (0) to fifteen (15) years of completed service in the district: 15 days.

Sixteen (16) to twenty-five (25) years of completed service in the district: 17 days.  
Twenty-six (26) years of completed service in the district and beyond: 20 days.

- B. The Board of Education may require a physicians' certificate, or if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such teacher or employees' faith, to substantiate the validity of a claim for sick leave of three (3) or more consecutive days for reasons of personal illness, or as the Board may deem necessary in other cases.
- C. The Board of Education, at its expense, may require employees to be examined by a physician of its choice to verify personal illness.
- D. Employees may use sick leave for personal illness or injury, quarantine at home, or serious illness or death in the household or immediate family. The immediate family for the purpose of this provision shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-children, step-parents, step-brothers/sisters, step-grandchildren, foster children, and legal guardians.

#### 15.6 **Bereavement Leave**

Employees may use up to two (2) days, per incident, for leave connected with the death of an immediate family member or of an aunt, uncle, niece or nephew for such reasons as executing an estate, arranging burial and funeral rites, funeral attendance, travel, selling a decedent's property, etc. These days are not deducted from the employee's sick leave or personal leave and do not accumulate. The building Administrator may approve the use of one (1) bereavement day of leave for non-family members.

#### 15.7 **Personal Leave**

Personal leave means authorized absence with pay for assigned, regular or usual duties which are to be performed in the course of one's employment in and for the District. Two (2) days of personal leave will be granted each year. Personal leave must be requested in advance and is approved by the Building Principal or immediate supervisor. Except in special circumstances, personal leave shall not be granted during the first or last week of the school term and specifically prohibited during any form of work stoppage. The Business Manager must approve this special circumstance.

Unused personal leave days will accumulate and carry over to the following year. At no time will an employee have more than three (3) personal days. Unused personal days in excess of three (3) roll over into sick days.

#### 15.8 **Use of Sick Leave for Less Than a Half Day**

Employees may request sick leave in .25 increments and record such request on-line for approval by the Building Principal or immediate supervisor. Custodians who use sick leave for less than one-half day as provided herein shall endeavor to complete their regular duties for that day during their actual working hours.

#### 15.9 **Jury Duty**

Employees serving on a jury during his/her scheduled working hours shall receive his/her full salary

for a time served on the jury upon surrendering to the School District all payments received for serving as a juror, less any mileage allowance, meal allowance, and parking fees.

If such jury duty is less than the normal workday, the Employee shall return to his/her assigned job.

If such jury duty occurs during the Employee's scheduled time off, he/she shall retain pay for such jury duty.

#### 15.10 **Vacation Days (12 Month Employees Only)**

Twelve Month Employees shall be granted vacation on the basis of two and one-half (2 ½) days per fiscal quarter years worked.

Employees who would normally be granted ten (10) total days of vacation after the end of their eleventh year will be granted one (1) additional day each year as follows:

11 years of service – 11 days of vacation

12 years of service – 12 days of vacation

13 years of service – 13 days of vacation

14 years of service – 14 days of vacation

15 years of service – 15 days of vacation

16 years of service or more – 16 days of vacation

Employees who work year round (12 months) shall have vacation during the summer months of June, July and August, unless otherwise approved by the Superintendent or designee. When an employee reaches the end of a fiscal year, he/she shall receive credit for the vacation earned from the time of employment to the end of the fiscal year in which employment began, at the proper number of days for each complete quarter worked. After an employee has worked one (1) full year, he/she shall receive credit for vacation due at the end of each quarter (October 1, January 1, April 1, and July 1). Vacation time earned in one (1) fiscal year shall be used by the end of the following fiscal year or the employee shall lose it. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been an employee of the School District for one (1) year and the termination has been caused by either Board of Education action or by a two (2) weeks' notice in writing by the employee.

## **ARTICLE 16 UNPAID LEAVES**

### 16.1 **Unpaid Leave**

Leaves of absence without pay may be granted to non-probationary Employees for a period of time not to exceed six (6) months, and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District. Each approved leave of absence shall be of the

shortest possible duration required to meet the purpose for the leave and the needs of the District, but in no case shall the leave of absence exceed one (1) calendar year. Leaves of absence without pay may be granted according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired.
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- C. Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months' notice.
- D. Leaves may be granted for:
  - 1. military service;
  - 2. adoption;
  - 3. extended illness;
  - 4. other reasons acceptable to the Board or administration; or
  - 5. maternity/paternity (Sick Leave may be used for maternity-based disability).
- E. Employees on such leave may continue insurance benefits subject to the insurance carrier's approval if they reimburse the District for any costs of premiums for which they apply.
- F. Leaves of absence shall not be granted immediately prior to or immediately following holidays or vacation except in an extreme emergency.
- G. An employee shall not be eligible for sick leave pay during the period of leave of absence.

## 16.2 **Family Medical Leave**

The District shall provide family leave pursuant to the Family and Medical Leave Policy (5:185). Use of the sick support staff sick leave bank is not a requirement for receiving Family and Medical Leave.

## **ARTICLE 17 BENEFITS**

### 17.1 **Health and Accident Insurance**

All full-time Employees working at least six (6) hours per day each day in the normal course of their work are eligible for the School District's Group Health and Accident Major Medical Insurance Plan which includes term life insurance.

Each full-time Employee shall be granted an amount annually determined by the Board of Education as an allocated sum to be applied toward the purchase of health insurance through the District Group Health Insurance. If such Employee elects not to be in the District Group Health Insurance Plan,

that Employee shall be granted an amount annually determined by the Board of Education as an allocated sum to be applied to other health care costs as defined in the District's Flexible Benefit Plan.

## 17.2 **Retirement Incentive**

Employees who have worked a minimum of fifteen (15) years up to twenty (20) years as IMRF qualified employees in the Olympia School District who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of the irrevocable letter of resignation at the beginning of their final year of employment, shall have Two Thousand and 00/100 Dollars (\$2,000.00) added to their final year's salary. Employees who have worked a minimum of twenty (20) years or more as IMRF qualified employees who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of their irrevocable letter of resignation at the beginning of their final year of employment, shall have Four Thousand and 00/100 Dollars (\$4,000.00) added to their final year's salary. Employees who have worked a minimum of twenty-five (25) years or more as IMRF qualified employees who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of their irrevocable letter of resignation at the beginning of their final year of employment, shall have Eight Thousand and 00/100 Dollars (\$8,000.00) added to their final year's salary.

## 17.3 **Longevity Bonus**

To Qualify: Employees hired prior to July 1, 2000, must work full-time (six or more hours each day) to qualify to earn the longevity bonus:

- For an Employee in their 19<sup>th</sup> through 24<sup>th</sup> year, a \$700 longevity bonus will be paid each fiscal year;
- For an Employee in their 25<sup>th</sup> year or more, a \$800 longevity bonus will be paid each fiscal year.

The years of experience must be continuous employment in District #16 without interruption. For any Employee returning from a one (1) year board-approved leave of absence, said leave will not be included in total years of experience for longevity bonus, but will not be considered as a break in employment.

An employee will be eligible for the bonus if he/she has the years required to qualify for the bonus at any time during the fiscal year. The bonus will be paid each year in two pays, 50% paid on the 1<sup>st</sup> payroll in December and 50% on the 1<sup>st</sup> payroll in June, if an active employee.

An employee is only eligible for one bonus in a fiscal year.

Employees are eligible for only one bonus or retirement incentive, whichever is greater, in the year prior to retirement.

**ARTICLE 18  
SURVEILLANCE CAMERAS**

- 18.1 The primary purpose of the use of surveillance cameras is to secure the buildings and not to evaluate the performance of employees or to monitor their behavior or conduct. Should an incident involving employee misconduct be observed during the review of security camera video, discipline resulting from the incident shall be consistent with any applicable provision of this agreement.

**ARTICLE 19  
PERSONNEL FILE**

- 19.1 Members of the bargaining unit shall have the right, upon request and at a time mutually convenient to the parties but not to be unreasonably delayed, to review the contents of their own personnel file as maintained by the District. A representative of the Association may, at the employee's request, accompany the employee in this review. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A staff member may write a response to any material contained in his/her personnel file, and this response will also be placed in the member's personnel file. The Administration shall provide the employee with a copy of any disciplinary or evaluative material placed in the personnel file within five (5) school days of the date such material is placed in the file. Upon reasonable request, the employer shall reproduce any materials in the employee's personnel file.

**ARTICLE 20  
EFFECT OF AGREEMENT**

20.1 **Complete Agreement**

The parties acknowledge that during the negotiations which resulted in this agreement and its appendixes, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right are fully and completely set forth in this agreement. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written amendment.

Should any Article, Section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall automatically be deleted from this agreement to the extent that it violates the law but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this agreement, if not affected by the deleted Article, Section, or clause.

This agreement shall continue in full force and effect from July 1, 2017 through June 30, 2022. Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of its desire to modify, amend, or terminate this agreement.

**For OESP:**

**For the Board:**

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Audra Lessen

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Dr. Andrew S. Wise

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Date

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Date



**APPENDIX A  
SALARY COMPENSATION**

Each secretary of the OESP will have their rate of pay increased by 2.75% from the previous year rate of pay, for each year the agreement is in place. (Example: if an OESP member was earning a pay rate of \$15.93 in FY 2017, the OESP employee would earn a pay rate of \$16.37 in FY 2018, a pay rate of \$16.82 in FY 2019, a pay rate of \$17.28 in FY 2020, a pay rate of \$17.76 in FY 2021, and a pay rate of \$18.24 in FY 2022).

In addition, the starting rate of pay for new OESP members will be as follows:  
2017-18 through 2021-22 School Years: \$16.01 per hour

Any new secretary that starts with experience as a secretary may be started at a higher rate, by mutual agreement between the Administration and OESP President. The increase shall be limited to a maximum of 2% per year of service and shall not increase their pay beyond that of any current employee with equivalent experience.

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Each custodian of the OESP will have their rate of pay increased by \$1.00 for school year 2017-18, plus 2.75% from the previous year rate of pay, for each year the agreement is in place. (Example: if a custodial member was earning a pay rate of \$13.67 in FY 2017, the OESP employee would earn a pay rate of \$15.07 in FY 2018, a pay rate of \$15.49 in FY 2019, a pay rate of \$15.91 in FY 2020, a pay rate of \$16.35 in FY 2021, and a pay rate of \$16.80 in FY 2022).

*\*please note that 2<sup>nd</sup> shift custodians receive a .30 cent rate increase*

*\*please note that 3<sup>rd</sup> shift custodians receive a .45 cent rate increase*

In addition, the starting rate of pay for a new custodian will be as follows:  
2017-18 School Year: \$13.50 per hour  
2018-19 School Year: \$14.00 per hour  
2019-20 School Year: \$14.50 per hour  
2020-21 School Year: \$15.00 per hour  
2021-22 School Year: \$15.25 per hour

Any new employee that starts with experience in the area of assignment may be started at a higher rate, by mutual agreement between the Administration and OESP President. The increase shall be limited to a maximum of 2% per year of service and shall not increase their pay beyond that of any current employee with equivalent experience.

**Appendix B – Evaluation Instrument**

## Domain 1: *Job Functions*

COMPONENT	INEFFECTIVE <i>Unsatisfactory: 1 - Red</i>	DEVELOPING <i>Needs Improvement: 2 - Yellow</i>	EFFECTIVE <i>Proficient: 3 - Green</i>	ACCOMPLISHED <i>Excellent: 4 - Blue</i>	Score <i>(1-4)</i>
<b>Quality of Work</b>	The employee's work is unclear, inaccurate, and generally incomplete. The employee's work does not improve even after supervisor's requests.	The employee's work is clear and generally complete but the employee may need reminders from their supervisor regarding the overall quality of their work.	The employee's work is done clearly, accurately, and completely. The employee requires minimal guidance from supervisor to complete tasks.	The employee's work is done clearly, accurately, and complete without any assistance from their supervisor.	
<b>Quantity of Work</b>	The employee fails to complete required expectations of their assigned job duties.	The employee completes most of their required job duties but needs consistent encouragement from their supervisor.	The employee completes all of their required job duties assigned by their supervisor.	The employee completes all of their required job duties and takes on additional tasks that benefit students and staff.	
<b>Initiative</b>	The employee shows little to no self-motivation, and does not seek out any opportunities to complete job duties on their own.	The employee shows some motivation but needs encouragement from their supervisor to get their job duties completed.	The employee is self-motivated to complete tasks required in their job description.	The employee is self-motivated and consistently looks for opportunities to complete tasks associated with their job description.	
<b>Job Knowledge</b>	The employee has minimal knowledge of the skills needed to complete their required job duties.	The employee has some knowledge of the skills needed to complete the required job duties, but the employee need's reminders from their supervisor.	The employee has the knowledge and the skills that are needed to complete their required job duties.	The employee has the knowledge and the skills that are needed to complete their required job duties and is able to share their knowledge with students and staff.	
<b>Follow-through</b>	The employee does not complete required job duties on time and rarely seeks out opportunities to assist beyond the scope of their job duties.	The employee completes some of their required job duties on time and will only assist further when they are prompted by their supervisor.	The employee finishes job duties on time with minimal guidance from their supervisor	The employee always completes their assigned duties on time as well as seeks out opportunities to assist others in their work environment.	
<b>Punctuality, Dependability, Attendance</b>	The employee does not arrive to work on time, is not dependable with completing job duties, and misses work on a regular basis.	The employee is sometimes late to work, is not always dependable to complete their assigned tasks, and has inconsistent attendance to work.	The employee is on time, their supervisor can count on them to complete job tasks, and they maintain good attendance.	The employee is always on time to work, their supervisor can always count on them to complete any task assigned, and will even come early or stay late if necessary.	

**Comments/Goals for Next Year:**

## Domain 2: *Safety*

COMPONENT	INEFFECTIVE <i>Unsatisfactory: 1 - Red</i>	DEVELOPING <i>Needs Improvement: 2 - Yellow</i>	EFFECTIVE <i>Proficient: 3 - Green</i>	ACCOMPLISHED <i>Excellent: 4 - Blue</i>	Score <i>(1-4)</i>
<b>Maintains Confidentiality</b>	The employee has difficulty maintaining confidentiality. They are responsible for private or confidential information being shared when it should not be.	The employee generally maintains confidentiality, but may have occasional lapse in judgement about private or confidential information.	The employee maintains privacy and confidentiality very well.	The employee maintains privacy and confidentiality very well, while also advocating to colleagues and reporting instances or threats of breaches in security.	
<b>Clean and Safe Working Environment</b>	The employee does not maintain a clean and safe working environment. Due to the employee's decisions, there are safety hazards in the work environment.	The employee typically maintains a clean and safe working environment, but occasionally has to be reminded by a supervisor to maintain their work environment.	The employee maintains a clean and safe working environment.	The employee maintains a clean and safe working environment and is able to spot and rectify potential safety hazards before they become problematic.	
<b>Fitness for Duties</b>	The employee is not able to perform normal job duties due to lack of fitness.	The employee is able to complete some of their job duties, but struggles to complete some essential duties due to fitness.	The employee is able to complete the majority of their job duties and maintains an appropriate level of fitness.	The employee is able to complete all of their job duties and consistently maintains an appropriate level of fitness.	
<b>Completes Required Paperwork, Forms, and Reports</b>	The employee rarely completes the required paperwork, forms, and reports when expected. The supervisor consistently has to remind the employee to complete the required paperwork, forms, and reports, yet they remain incomplete.	The employee completes some of the required paperwork, forms, and reports when expected. The supervisor consistently has to remind the employee to complete the required paperwork, forms, and reports.	The employee completes the required paperwork, forms, and reports when expected, with minimal reminder from supervisors.	The employee always completes the required paperwork, forms, and reports when expected, and the supervisor never has to remind the employee to do so.	
<b>Supervision of Students</b>	The employee rarely provides appropriate supervision of students, thus resulting in the potential for an accident to occur.	The employee generally provides appropriate supervision of students, but has to be reminded by their supervisor about their supervisory duties to maintain student safety.	The employee appropriately performs their supervisory tasks to maintain student safety.	The employee supervises students appropriately and, when possible, involves student voice in the supervisory process.	
<b>Follows District, State, and Federal Regulations</b>	The employee rarely follows district, state, and federal regulations.	The employee mostly follows district, state, and federal regulations.	The employee consistently follows district, state, and federal regulations.	The employee always follows district, state, and federal regulations, without reminder from the supervisor.	

**Comments/Goals for Next Year:**

## Domain 3: *Relationships*

COMPONENT	INEFFECTIVE <i>Unsatisfactory: 1 - Red</i>	DEVELOPING <i>Needs Improvement: 2 - Yellow</i>	EFFECTIVE <i>Proficient: 3 - Green</i>	ACCOMPLISHED <i>Excellent: 4 - Blue</i>	Score <i>(1-4)</i>
<b>Attitude and Appearance</b>	The employee has consistently failed to maintain a positive attitude and/or appearance, and has to be reminded by their supervisor about proper attitude and appearance.	The employee generally maintains a positive attitude and appearance, but needs reminders from their supervisor about appropriate workplace attitude and appearance.	The employee maintains a positive attitude and appearance and does not need to be reminded by their supervisor.	The employee maintains a positive attitude and appearance, and others around them improve their attitude based on interactions with the employee.	
<b>Accepts Instruction, Coaching, and Change</b>	The employee has consistently failed to accept instruction, coaching, and recommendations for change from their supervisor.	The employee shows some resistance to instructions, coaching, and change, but they generally follow through with their supervisor's recommendations.	The employee responds positively to instructions, coaching, and recommendations for change, and consistently follows through with their supervisors instructions.	The employee consistently responds positively to instructions, coaching, and change, and constantly seeks out ways to better their performance.	
<b>Professionalism</b>	The employee rarely acts professionally in regards to their assigned job duties. The employee also ignores proper chain of command to address situations.	There are instances where the employee needs to be reminded about professional interactions with others within their assigned job duties. The employee has also had to be reminded about appropriate chain of command when necessary.	There are minimal reminders necessary for the employee to act professionally. The employee follows the appropriate chain of command when necessary.	The employee acts professionally at all times and always follows appropriate chain of command.	
<b>Interacts Positively with Co-Workers and Students</b>	The employee rarely interacts positively with co-workers and students.	The employee generally interacts in a positive manner with co-workers and students, but requires occasional prompting from the supervisor.	The employee interacts positively with co-workers and students.	The employee interacts positively with co-workers and students and helps to facilitate positive relationships among other co-workers and students.	
<b>Communication</b>	The employee fails to communicate clearly with students and families, or collaborate effectively with professional colleagues.	The employee uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation, or achieve the intended outcome.	The employee uses effective communication strategies with students and families and works effectively with colleagues.	The employee communicates effectively with students, families, and colleagues, and is extremely positive in their communications.	
<b>Remains Calm Under Adverse Conditions</b>	The employee rarely remains calm in adverse conditions, and can add to the problems that have caused the adverse conditions.	The employee generally remains calm under adverse conditions but occasionally has to be reminded about how to interact with others during adverse conditions.	The employee generally remains calm in adverse conditions.	The employee remains calm in adverse conditions, and helps to maintain a calm presence with others during adverse conditions.	

**Comments/Goals for Next Year:**

<b><i>Domain 1: Job Functions</i></b>	
Quality of Work	0
Quantity of Work	0
Initiative	0
Job Knowledge	0
Follow-through	0
Punctuality, Dependability, Attendance	0
<b>Score for Domain 1</b>	<b>0.00</b>

<b><i>Domain 2: Safety</i></b>	
Maintains Confidentiality	0
Clean and Safe Working Environment	0
Fitness for Duties	0
Completes Required Paperwork, Forms, and Reports	0
Follows District, State, and Federal Regulations	0
<b>Score for Domain 2</b>	<b>0.00</b>

<b><i>Domain 3: Relationships</i></b>	
Attitude and Appearance	0
Accepts Instruction, Coaching, and Change	0
Interacts Positively with Co-Workers and Students	0
Communication	0
Remains Calm Under Adverse Conditions	0
<b>Score for Domain 3</b>	<b>0.00</b>
<b><i>OVERALL AVERAGE - ALL DOMAINS</i></b>	
<b>0.00</b>	

<b>SUMMATIVE RATING</b>	
Excellent = 3.75 and above	
Proficient = 2.75 - 3.74	
Needs Improvement = 1.75 - 2.74	
Unsatisfactory = 1.74 and below	

<b>RECOMMENDATION</b>	
<b>Continued Employment</b>	
<b>Improvement Plan</b>	

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**Staff Member's Signature - Date**

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**Evaluator's Signature - Date**