

2010 - 2012

COLLECTIVE BARGAINING
AGREEMENT

Between

Board of Education of
Springfield School District No. 186

and

The International
Brotherhood of Teamsters
Local 916

AGREEMENT

This Agreement is entered into effective the 17th day of June 2010, by and between the BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186 (hereinafter referred to as the "Board") and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 916 (hereinafter referred to as the "Union") and only applies to said parties. The parties hereby agree as follows:

ARTICLE I
DEFINITIONS

This Agreement shall incorporate the following definitions:

- Board: The terms "Board" or "Board of Education" shall mean the Board of Education of Springfield School District No. 186 as established pursuant to the Illinois School Code and its members and authorized management representatives.
- District: The term "District" shall mean Springfield School District No. 186.
- Employee: Unless otherwise expressly provided, the term "Employee" shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.
- Union: The term "Union" shall mean The International Brotherhood of Teamsters, Local 916 and its members and authorized representatives.
- Administration: The term "Administration" shall mean administrative representatives of the Board duly authorized to implement and administrate the terms of this Agreement.
- Academic Year: The term "Academic Year" shall consist of the fall and spring semesters at all Project SCOPE schools except Graham School and Southern View School. The Academic Year at Graham School and Southern View School shall coincide with the year-round school calendar and shall exclude intersessions.
- Summer Session: The term "Summer Session" shall mean the term during which Project SCOPE operates at various schools during the summer.
- Coordinator: The term "Coordinator" shall mean the Coordinator of Project SCOPE, who shall be the senior administrative officer of Project SCOPE.

ARTICLE II

RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Board recognizes The International Brotherhood of Teamsters, Local 916 as the sole and exclusive bargaining representative for the following full-time SCOPE positions: Lead, Assistant Lead, Associate, and Assistant. For the purposes of this section the term "full-time" shall mean those Employees who work either 20 or more hours per regular week (Leads and Assistant Leads) or from 20 hours to 25 hours per regular work week (Associates and Assistants). Employees excluded from the unit are all others, including, but not limited to, student helpers, managerial, supervisory, and confidential employees of the District.

Section 2.2. Right to Join. The Board and the Union recognize that every Employee shall have the right to join or refrain from joining the Union without discrimination. Membership in the Union shall not be a condition of employment, nor shall the District discriminate in hiring or promotional opportunities or otherwise because of membership and/or participation in activities of the Union.

ARTICLE III

STATUS OF THE AGREEMENT

Section 3.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Union and signed by authorized representatives thereof and may be amended or modified during its term only with the written consent of both parties.

Section 3.2. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules, and regulations which may be in effect from time to time, the written terms of this Agreement, for its duration, shall be controlling.

Section 3.3. External Law. For the protection of the District and bargaining unit members, if there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law, rule or regulation, such legal obligations shall be controlling.

ARTICLE IV

BOARD RIGHTS

Only the Board, on behalf of the residents of the District, possesses the right and responsibility to operate the District and to direct the employees of the District including, but not limited to, all right and authority exercised by the Board prior to the execution of this Agreement except as limited by the terms of this Agreement. The authority and powers of the Board as prescribed by the statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as limited by the provisions of this Agreement. These rights include, but are not limited to, the following:

- A. To determine the District's mission, objectives, policies, and budget and to determine and set all standards of service offered to the public.
- B. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs.
- C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of delivery services and the performance of professional duties according to current Board policy or as the same may from time to time be amended and to introduce new or improved methods, equipment and facilities.
- D. To establish, modify, or eliminate programs and services, to determine whether to provide or purchase goods and services, and to determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board.
- E. To hire all Employees and, subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to evaluate, promote, transfer, assign, and lay off all such employees.
- F. To establish and as necessary modify the duties of each Employee and to assign each Employee so as to fulfill the District's mission and meet District objectives and standards of service.

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

ARTICLE V

UNION-BOARD RELATIONS

Section 5.1. Fair Share

- a. Upon the first anniversary of employment by the District or upon resignation from the Union, all members of the bargaining unit who are not members of the Union shall pay to the Union each month their fair share of the costs of services rendered by the Union that are chargeable to nonmembers under state and federal law.
- b. The District shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union.
- c. The Union shall notify nonmembers of fair-share fee information required or permitted by the Educational Labor Relations Act and Board rules.
- d. Should any Employee object to paying a fair-share fee to the Union based on bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, an amount equal to the Employee's fair share should be paid to a nonreligious charitable organization mutually agreed upon by the Employee and the Union. If the Employee and the Union are unable to agree, then payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Union shall certify to the District the charitable organization to which such payments are to be made, or the Employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.
- e. Upon receipt of formal notice of an objection or unfair labor practice charge to the Educational Labor Relations Board, the Union and the District shall comply with Labor Board Rules. The District shall forward the objector's fee or portion of the objector's fee being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector.
- f. The Union shall indemnify and hold harmless the District, its members, officers, agents, and Employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise), including, but not limited to, attorney fees, court costs, and interest that shall arise out of or by reason of any action taken by the District for the purposes of complying with any of the provisions of this section or in reliance on any list, notice, certification, affidavit, assignment, or other information furnished under this section. If an improper deduction is made, the Union shall refund the amount thereof directly to the affected Employee with notification to the employer.

Section 5.2. Dues Checkoff.

- a. Upon receipt by the District's Assistant Superintendent for the Department of Business Services from an Employee covered by this Agreement of a lawfully written authorization form, which may be revoked in writing at any time, the Board agrees to deduct the monthly Union dues of such Employee from his or her pay and remit such deduction by the first day of the succeeding month to the Treasurer of the Union. The implementation of the deduction shall be in accordance with a schedule of deadlines established from time to time by the District.
- b. In the event that a nonmember Employee who is subject to fair-share payments (pursuant to Section 5.1. hereof) shall not voluntarily sign a fair share checkoff authorization, or in the event any such Employee who has previously signed an authorization objects to a specific deduction or assessment, the Board shall make involuntary payments in the amount previously certified by the Union, provided that the Union shall specify the method used in the calculation of the checkoff amount as the fair-share amount of collective bargaining costs. The District shall implement and maintain such involuntary fair share checkoff so long as and to the extent that it shall be in conformance with applicable law, rule, and regulation. The fair share amount shall not exceed the dues uniformly required by Union members, nor shall such amount include political contributions.
- c. If an employee has no earnings due for a given pay period, the Union shall be responsible for collecting such Employee's dues for that period.
- d. The Union will notify such Assistant Superintendent of the exact amount of the monthly membership dues and fair-share amount to be deducted by June 16 of each year of this Agreement.
- e. The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, orders, or judgments or other forms of liability (monetary or otherwise) brought or issued against the Board and all reasonable legal costs that may arise out of or by reason of any action taken or not taken by the Board under the provisions of this section. If an improper deduction is made and remitted to the Union, then the Union shall promptly refund any excess amount directly to the employee involved.

Section 5.3. Information to Union. Upon reasonable written request to the Coordinator, the Board shall provide the Union with access to available public, non-confidential information which relates directly to the Union's function as the exclusive bargaining representative for the Employees covered by this Agreement and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act, the Illinois Personnel Records Act, or other applicable state or federal law, rule, or regulation. Nothing herein shall require the Board to research, prepare, collate, compile, or copy any information or reports.

Section 5.4. Mail. The Union President or the Union President's designee may cause notices and materials reasonably relating to legitimate Union activities to be distributed to employees covered by this Agreement through the District mail system in the same manner as mail is distributed on behalf of other community groups.

Section 5.5. Union Use of Meeting Rooms. The Union President or Union President's designee may secure use of District meeting rooms subject to the same terms and conditions as the Board may apply to other community groups.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. So long as this Agreement shall remain in effect, a grievance under this section shall mean: (a) a complaint arising under this Agreement in respect to an Employee that there has been as to him or her a violation or misinterpretation or misapplication of the specific terms of this Agreement, or (b) a complaint arising under this Agreement raised by the Union that there has been as to the entire unit a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 6.2. Grievance Initiation. A grievance may be pursued by the following parties: (a) the Employee as to whom there has been an alleged violation or misrepresentation or misapplication of the specific terms of this Agreement, (b) the Union by its President on behalf of an Employee as to whom there has been an alleged violation or misrepresentation or misapplication of the specific terms of this Agreement, if such Employee elects not to initiate such grievance, (c) the Union by its President when there has been as to the entire unit an alleged violation or misrepresentation or misapplication of the specific terms of this Agreement.

Section 6.3. Grievance Steps. The parties are encouraged to resolve through informal discussions any grievances as defined in this article. If informal discussions fail to resolve the grievance, then the parties shall observe the following procedure:

First Step:

- a. A written statement of the grievance shall be prepared, signed by the grievant, and delivered to the Coordinator within the time limits specified in Section 6.5. of this Agreement. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted or misapplied, the facts on which the grievance is based, the manner in which any identified section has allegedly been violated, misinterpreted, or misapplied, and the relief requested. Each written grievance shall be accompanied by any and all statements or documents in support of such grievance and in support of the relief requested.
- b. Within 5 calendar days after the written grievance is submitted, the Coordinator may request any additional information or documentation necessary to respond to the grievance. Within 14 calendar days after the written grievance is submitted or within 14 calendar days after any additional requested information or documentation is received by the Coordinator, a meeting shall be held between the grievant, a Union representative if specifically requested by the grievant, the Coordinator, and other appropriate administrative personnel.
- c. The Coordinator will answer the grievance in writing within 10 calendar days after such meeting.

Second Step:

- a. If the grievant is not satisfied with the First Step decision, the grievance may be referred by the grievant in writing to the Assistant Superintendent for Human Resources within 10 calendar days after the First Step answer is provided.
- b. Within 10 calendar days thereafter a meeting shall be held between the grievant, a Union representative if requested by the grievant, the Assistant Superintendent, and other appropriate administrative personnel.
- c. The Assistant Superintendent shall answer, in writing, the grievant within 10 calendar days after such meeting.

Third Step:

- a. If the grievant is not satisfied with the Second Step decision, the grievance may be referred by the grievant in writing to the District's Superintendent or designee within 10 calendar days after the First Step answer is provided.
- b. Within 10 calendar days thereafter, a meeting shall be held between the grievant, a Union representative if requested by the grievant, the District's Superintendent or designee, and other appropriate administrative personnel.
- c. The District's Superintendent or designee shall answer, in writing, the grievant within 10 calendar days after such meeting.

Fourth Step:

- a. If the grievant and Union, or the Union as the case may be, are not satisfied with the decision at the Third Step, the Union may refer the grievance to arbitration within 10 calendar days after the decision is provided at the Third Step by written notice to the District's Superintendent.
- b. The Union and Board shall attempt to agree upon an arbitrator within 30 calendar days after receipt of the notice of referral. In the event the Union and Board are unable to agree upon an arbitrator within said 30-day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators, and an arbitrator shall be selected in accordance with Federal Mediation and Conciliation Service procedures.
- c. The arbitrator shall be notified of the selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Board representatives and necessary witnesses.
- d. More than one grievance may be submitted to the same arbitrator if all parties agree in writing.

- e. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript.

Section 6.4. Limitation on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and the Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the Board, the Union, and the Employee, and all parties will abide by it.

Section 6.5. Time Limits. No grievance shall be entertained or processed by an Employee unless it is submitted within 20 District work days after the first event giving rise to the grievance or within 20 District work days after the Employee shall have obtained knowledge of the first event giving rise to the grievance. If the Employee elects not to initiate such grievance, then the Union may submit the grievance within 20 District work days after the first event giving rise to the grievance or within 20 District work days after such Employee shall have obtained knowledge of the first event giving rise to the grievance. In the event of a grievance initiated by the Union when there has been as to the entire unit an alleged violation or misinterpretation or misapplication of the specific terms of this Agreement, the grievance shall be submitted within 20 District work days after the first event giving rise to the grievance or within 20 District work days after the Union shall have obtained knowledge of the first event giving rise to the grievance. For purposes of this section "District Work Day" shall be any day the District's central administrative office is open, excluding Saturdays and Sundays. If a grievance is not presented within the time limits set forth herein, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. Failure of any District administrator at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits or an agreed extension thereof shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this article or skip a step in the grievance procedure or refer the matter to grievance mediation through the Federal Mediation and Conciliation Service prior to arbitration.

ARTICLE VII

DISCIPLINARY PROCEDURES

As members of the District's staff, Employees shall conduct themselves on and off the job in a manner that shall bring credit to the District. Illegal conduct or misconduct on the job shall subject employees to progressive disciplinary action by the Administration, provided that a probationary Employee (an Employee who has not completed 90 consecutive days of employment) shall not be subject to progressive disciplinary action. Except as otherwise provided herein, disciplinary sanctions shall range from verbal reprimand through dismissal according to the following schedule:

- a. Verbal Reprimand by the Administration. Each verbal reprimand shall be documented.
- b. Written Reprimand by the Administration. Any written reprimand shall be provided to the employee, and a copy of such reprimand shall be placed in the Employee's personnel file and provided to the President of the Union. Written reprimands for tardiness and/or absenteeism shall be of no further force nor affect after one year from the date of such reprimand, provided that there has been no further tardiness/absenteeism by the Employee during such year. In connection with any other written reprimand, an Employee may petition SCOPE's Coordinator (or designee) for the removal of such reprimand from the personnel file after a reasonable period of time. The Administration shall not act arbitrarily or capriciously in its determination to maintain documentation of any written reprimand, provided, however, that the parties acknowledge that reprimands arising from serious misconduct (such as offensive physical contact by the Employee in respect to any student, staff member, or parent) shall not be removed from the personnel file.
- c. Suspension by the Administration. The Coordinator (or designee) may impose suspension without pay for no more than five work days, provided that the Employee shall be given the opportunity to first meet with the Coordinator (or designee) regarding the cause or causes for such suspension. The President of the Union shall be given reasonable written notice of any proposed suspension and may accompany the Employee at any disciplinary meeting.
- d. Dismissal. Dismissal proceedings shall be conducted by the Coordinator (or designee) provided that the Employee shall be given an opportunity to first meet with the Coordinator (or designee) regarding the cause or causes of such dismissal. The President of the Union shall be given reasonable written notice of any proposed dismissal and may accompany the employee at the disciplinary meeting.

The Union and Board acknowledge that reasonable disciplinary sanctions for any Employee misconduct shall be determined by the Administration based on the repetitive nature of such misconduct and or the magnitude or severity thereof. The initial disciplinary steps shall depend on the severity of the offense, the parties hereby acknowledging that routine disciplinary matters shall be subject to each progressive disciplinary step, while cases of serious misconduct shall justify a more severe disciplinary sanction.

Notwithstanding the foregoing disciplinary procedure, any employee who shall be absent from work for three continuous work days without reporting the reason for such absence to a SCOPE supervisor shall be subject to automatic termination by the Coordinator (or designee), such termination to take effect as of the Employee's last day of attendance on the job.

In connection with any allegation of misconduct, the Coordinator (or designee) may grant administrative leave with pay pending the investigation of such allegation.

ARTICLE VIII

GENERAL CONDITIONS OF EMPLOYMENT

Section 8.1. Probationary Employment. Any employee who has not completed 90 consecutive days of employment shall be considered a probationary employee. A probationary employee shall be subject to immediate termination of employment upon demonstration of deficient performance and/or illegal conduct or misconduct on the job as determined by the Director.

Section 8.2. Examination by Healthcare Professional. If the Board shall require an Employee to undergo examination by a licensed healthcare professional (such as an M.D., D.O., Dentist, Physical Therapist, or Psychologist) selected by the District, then the District shall allow release time for such examination and bear the costs of such examination. The results of any such examination shall be provided to the District and to the Employee.

Section 8.3. Secondary Employment. Employees may accept secondary employment provided such employment does not interfere with the performance of their job duties for the District.

Section 8.4. Resigning/Returning to Project SCOPE. Employees who resign and then seek re-employment with Project SCOPE must return to Step I–Year 1 on the salary scale if they are not rehired within a one year period. Those employees who resign and are rehired within a year’s time will return at the same salary Step and Year they were on when they resigned.

ARTICLE IX

EVALUATION PROCEDURE

Section 9.1. Purpose. The purpose of this evaluation procedure is to acknowledge and reinforce commendable performance, apprise Employees of their strengths and weaknesses, and assist the Administration in making employment recommendations concerning promotion and retention of employees.

Section 9.2 Evaluations. Each Lead and Assistant Lead shall be evaluated in writing at least once every two years by the Coordinator or the appropriate Assistant Coordinator. Each Associate and Assistant shall be evaluated in writing at least once every two years by the Lead or Assistant Lead in the Associate's or Assistant's school.

Section 9.3. Response to Evaluations. Following any evaluation the Employee shall meet with the evaluator to review the content of the evaluation. A copy of each evaluation shall be provided to the Employee, and any Employee may submit a written response to any evaluation. The acceptance of a response from an Employee without further comment or action by the Administration shall not imply or create any presumption that the Administration agrees with the contents of the Employee's response. All evaluations and any responses thereto shall be placed in the Employee's personnel file.

Section 9.4. Supplemental Evaluations. In addition to the written evaluations set forth above, the Coordinator (or designee) may elect to conduct such additional evaluations as the Coordinator (or designee) shall deem necessary and appropriate if performance and/or conduct deficiencies appear evident to the Coordinator

Section 9.5. Evaluation Instruments. Any evaluation or review instruments used in connection with the administration of this article shall be established or revised by mutual agreement of the Union and the Administration.

Section 9.6. Application of Grievance Article. The content of any evaluation shall not be subject to the grievance procedure set forth in Article VI hereof, provided that the procedures contained herein shall be subject to such Article VI.

ARTICLE X

LEAVES

Section 10.1. Personal Leave. Each Employee shall be eligible for 5 days of paid leave for personal business during each Academic Year, such 5 days or any portion thereof to be deducted from the Employee's accumulated sick leave. Unused personal leave days at the end of any year of this Agreement shall convert to sick leave days. Except in emergency circumstances, an Employee must obtain oral permission for use of a personal leave day (or 1/2 day as the case may be). Written permission from the Coordinator (or designee) must be obtained when an Employee is requesting use of a personal leave day on a day that falls immediately before or after a holiday or on days when students are subject to early dismissal from school or days that are 1/2 day or full day Project SCOPE days. When an Employee is seeking written permission for personal leave from the Coordinator (or designee), the Employee must state the reason for the requested leave. Otherwise, an Employee may use available personal leave days without stating the reason for the leave. Personal leave may be used in 1/2 day increments. In order to promote program consistency and to provide adequate time to arrange for substitutes, all Employees shall endeavor to give as much advance notice of intended personal leave use as possible. Personal leave days may not be used during a strike, work stoppage, or any other concerted interruption of SCOPE operations.

Section 10.2. Sick Leave. Each Employee shall be allotted 12 sick leave days per Academic Year, 5 of which may be used as personal leave days in accordance with Section 10.1 hereof. Sick leave days are awarded to employees pursuant to their date of hire as follows

<u>Month of Hire</u>	<u>Number of Sick Leave Days Awarded for Academic Year</u>
August/September	12
October	10
November	9
December	8
January	6
February	5
March	4
April	3
May	2
June	1

Unless otherwise approved by the Coordinator (or designee), Employees hired during the first semester of any Academic Year of this Agreement may use up to 5 of the accumulated sick leave days as personal leave days. Any employee hired during the second semester may use up to 2-1/2 of the accumulated sick leave days for personal leave days. Sick leave may be accumulated to the maximum number of days authorized by Illinois Municipal Retirement Fund rules and regulations.

Sick leave may be used for reasons of personal illness or injury or illness or injury in the Employee's immediate family. For the purposes of this section, immediate family shall mean husband, wife, son, daughter, mother, father, brother, sister, or corresponding in-law or step-relation, or any person for whom the Employee is the legal guardian. Further, sick leave may be used for temporary disability, including, but not limited to, pregnancy and/or child birth, the extension of bereavement leave and for appointments with health care professionals. If pursuant to this section an Employee misses any part of a work day but less than the entire work day, then the Employee shall be deemed to have used 1/2 day of available sick leave. If an Employee misses an entire work day, then the Employee shall be deemed to have used 1 day of available sick leave.

Employees must work a full day of the fall program or the first day after being employed to qualify for the sick days awarded during the then current year. The Coordinator may require a physician's certificate in circumstances where the Coordinator suspects abuse of sick leave. A physician's certificate may, at the direction of the Coordinator, be required for sick days used on the day before or after a holiday or on 1/2 day or full-day Project SCOPE days.

Employees, after exhausting their sick leave, shall be notified that a doctor's certificate will be required for any further absences. Failure to provide a doctor's certificate shall be grounds for disciplinary action.

Section 10.3. Legal Leave. Employees summoned to appear as jurors or witnesses will notify their immediate supervisor as soon as possible after being summoned. Any Employee who as a result cannot fulfill his or her assigned duties and responsibilities will suffer no loss in compensation, provided that the Employee must remit any compensation or fees received as a juror or witness. Fees designated as reimbursement for travel expenses, meals, or parking may be retained by the employee.

Section 10.4. Leave Without Pay. Except as provided by law, the Administration may, at its sole discretion, grant an Employee a leave of absence without pay under such conditions as the Administration may specify. Any request for a leave of absence without pay shall include a summary of the reasons why the Employee seeks the leave and shall identify a proposed beginning and ending date. Such leave shall not exceed two consecutive semesters, provided that any Employee on such leave may request an extension. Such request must be made at least 60 days prior to the ending date of the leave. The Administration may, in its sole discretion, grant an extension. An Employee on leave shall be eligible to participate in the District's insurance program provided that such Employee shall be responsible for payment of the entire cost of any insurance coverage.

Section 10.5. Bereavement Leave. Employees shall be eligible for up to three bereavement leave days for each death of a member of the Employee's immediate family. For the purposes of this section, immediate family shall mean the Employee's spouse, son, daughter, mother, father, brother, sister, aunt, uncle, grandparent, grandchild, corresponding in-law, or step-relation, or any person for whom the Employee is the legal guardian. Bereavement leave shall not accumulate from year to year under this agreement.

Section 10.6. Holiday Leave. Each Employee shall be eligible for five paid holidays per year: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day and Memorial Day. Holiday pay shall be calculated on the basis of the number of hours typically worked by an Employee during the regular Academic Year.

ARTICLE XI

COMPENSATION AND WORKLOAD

Section 11.1. Employee Workload. Leads and Assistant Leads shall typically work 35 hours during each regular work week, and Associates and Assistants shall typically work 25 hours during each regular work week, notwithstanding, fewer or more hours as required.

Section 11.2. Salaries. During the term of this Agreement Employees shall receive compensation at the rates set forth on the SCOPE Salary Schedule attached hereto and made a part hereof.

Section 11.3. Summer Pay/Intersession Pay. Any Employee who shall be assigned to work during any summer session or intersession shall be compensated at the rate of pay that applies to the position occupied by such Employee during the summer or intersession. The applicable rate of pay for the summer of 2011 shall be based on the 2010-2011 salary schedule. The applicable rate of pay for the summer of 2012 shall be based on the 2011-2012 salary schedule. Intersession pay shall be based on the rate of pay that applied during the immediately preceding academic term at Graham School and Southern View School.

Section 11.4. Direct Deposit. All Project SCOPE Employees are required to sign up for direct deposit with the District 186 payroll department. The direct deposit requirement is a condition of employment with Project SCOPE.

ARTICLE XII

BENEFITS

Section 12.1. Insurance Benefits. During the term of this Agreement Employees shall receive group health insurance and life insurance benefits. Employees shall be eligible for the same group health insurance and life insurance benefits as are available to other full-time classified Employees of the District pursuant to the same terms and conditions as shall apply from time to time to such classified Employees.

Section 12.2. Retirement Program. Employees shall be entitled to the retirement benefits available through the Illinois Municipal Retirement Fund and shall be subject to the rules and regulations thereof.

ARTICLE XIII

NON-INTERRUPTION OF SERVICES AND WORK

Section 13.1. No Strike. During the term of this Agreement neither the Union nor any of the Employees covered by this Agreement will authorize or engage in any strike, stoppage of work, or any other concerted interruption of the operations of the District and/or Project SCOPE. Any Employees who violate this provision may be disciplined by the Administration and/or the Board as the Administration and/or the Board shall deem appropriate.

Section 13.2. Union Responsibility. In the event of any violation of any provisions of this article, the Union shall, upon notice from the Administration, immediately direct such Employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 13.3. Judicial Restraint. Nothing contained herein shall preclude or in any way limit the Board from seeking an injunction, damages, and/or other judicial relief in the event of a violation of this article.

ARTICLE XIV

ENTIRE AGREEMENT

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 from 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 Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter expressly covered by this Agreement.

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall take effect as of July 1, 2010 and shall remain in full force and effect through June 30, 2012. This Agreement shall automatically be renewed from year to year after June 30, 2012, unless either party shall notify the other party in writing no earlier than 120 days but no later than 60 days prior to June 30, 2012 or June 30 in any succeeding year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives:

SPRINGFIELD SCHOOL DISTRICT
NO. 186

GENERAL TEAMSTERS/PROFESSIONAL
& TECHNICAL EMPLOYEES LOCAL 916
Affiliated with the International Brotherhood of
Teamsters

Tentative Agreement

Leo Casey 6/17/10

Robert Lansing 6/17/2010

Julie & Duke 6/17/2010

Agnes Xums 6/17/2010

Janey McVey 6/17/2010

Paul Joyner 6/17/10

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall take effect as of July 1, 2010 and shall remain in full force and effect through June 30, 2012. This Agreement shall automatically be renewed from year to year after June 30, 2012, unless either party shall notify the other party in writing no earlier than 120 days but no later than 60 days prior to June 30, 2012 or June 30 in any succeeding year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives:

SPRINGFIELD SCHOOL DISTRICT
NO. 186

GENERAL TEAMSTERS/PROFFSSIONAL
& TECHNICAL EMPLOYEES LOCAL 916
Affiliated with the International Brotherhood of
Teamsters.

By: _____
Robert Leming

By: _____
Leo Carroll

Date: _____, 2010

Date: _____, 2010

By: _____
Agnes Nunn

By: _____
Michael Tozer

Date: _____, 2010

Date: _____, 2010

By: _____
Queen Drake

By: _____
Steffany Benedict

Date: _____, 2010

Date: _____, 2010

By: _____
Larry McVey

By: _____
Crystal Bauer

Date: _____, 2010

Date: _____, 2010

*Teamsters Agreement for 2010-2011 and 2011-2012
 2 year only contract,
 2.5% raise in hourly rate for 2010-2011 and a 3% raise in hourly rate for 2011-2012,
 2 added Holidays for 2010-2011, abolish Step IV (Step V will become Step IV),
 and those that are scheduled to move a step - move a step each year.*

2010-2011 Salary Schedule

Paid Holidays: Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day

Position	Step I	Step II	Step III	Step IV	
Leads	Years 1-4 \$12.74	Years 5-7 \$15.21	Years 8-9 \$16.59	Years 10+ \$17.93	
Assistant Leads	Years 1-4 \$11.35	Years 5-7 \$13.12	Years 8+ \$16.15		
Associate II's	Years 1-7 \$10.35	Years 8+ \$12.79			
Assistants	Years 1-7 \$9.09	Years 8+ \$10.35			

2011-2012 Salary Schedule

Paid Holidays: Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day

Position	Step I	Step II	Step III	Step IV	
Leads	Years 1-4 \$13.12	Years 5-7 \$15.67	Years 8-9 \$17.09	Years 10+ \$18.47	
Assistant Leads	Years 1-4 \$11.69	Years 5-7 \$13.51	Years 8+ \$16.63		
Associate II's	Years 1-7 \$10.66	Years 8+ \$13.17			
Assistants	Years 1-7 \$9.36	Years 8+ \$10.66			

Teamsters Agreement for 2013-2014

1-year only contract

*1.35% raise in hourly rate for 2013-2014 (retroactive to the start of 2013-2014 school year),
and those that are scheduled to move a step – move a step*

2013-2014 Salary Schedule

Paid Holidays: Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Good Friday, Memorial Day

Position	Step I	Step II	Step III	Step IV
Leads	Years 1-4 \$13.44	Years 5-7 \$16.05	Years 8-9 \$17.50	Years 10+ \$18.92
Assistant Leads	Years 1-4 \$11.97	Years 5-7 \$13.84	Years 8+ \$17.03	
Associate II's	Years 1-7 \$10.91	Years 8+ \$13.49		
Assistants	Years 1-7 \$9.59	Years 8+ \$10.91		

Teamsters Agreement for 2014-2015

- 1-year only contract on Economics, 3-year contract on Language
- 1.25% raise in hourly rate for 2014-2015 (retroactive to the start of 2014-2015 school year)
- 1 added Holiday: New Year's Eve
- Employees that are scheduled to move a step – move a step
- Appropriate Attire addition: Jeans are appropriate attire for SCOPE employees
- SCOPE Program Student to Adult Ratio addition: SCOPE works to maintain a 20 to 1 student to adult ratio. The ratio will be determined by an average daily attendance, which will be taken on a daily basis and reported to the SCOPE coordinator. The average attendance will be checked monthly.

Paid Holidays

Labor Day
 Veterans Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve
 Christmas Day
 New Year's Eve
 New Year's Day
 Martin Luther King Day
 President's Day
 Good Friday
 Memorial Day

2014-2015 Salary Schedule

	Step I	Step II	Step III	Step IV
Leads	Years 1-4 \$13.61	Years 5-7 \$16.25	Years 8-9 \$17.72	Years 10+ \$19.16
Assistant Leads	Years 1-4 \$12.12	Years 5-7 \$14.02	Years 8+ \$17.25	
Associate II's	Years 1-7 \$11.05	Years 8+ \$13.66		
Assistants	Years 1-7 \$9.71	Years 8+ \$11.05		

Teamsters Agreement for 2015-2016

1-year only contract on Economics

1.7% raise in hourly rate for 2015-2016 (retroactive to the start of 2015-2016 school year)

Employees that are scheduled to move a step - move a step

.5% cost shift insurance premium from district to employee
(95.5 % district, 4.5% employee)

Tentative Agreement

Jim Schum
For #186

12/18/15
Date

CW Coe
For Teamsters

12.18.15
Date