AGREEMENT BETWEEN ADLAI E. STEVENSON HIGH SCHOOL DISTRICT 125 BOARD OF EDUCATION AND THE STEVENSON SUPPORT STAFF ASSOCIATION, IEA-NEA

2008-09, 2009-10, 2010-11, 2011-12, 2012-13

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PREAMBLE

A shared vision of the Stevenson High School Support Staff Association and the Board of Education is to ensure that the school becomes an exemplary learning community. The Association and the Board seek to create an environment where success for every student is the primary mission of the organization. The Association and the Board will seek to achieve the mission of the District through active collaboration. Building an exemplary learning community depends upon the people in the organization. Therefore, the Board and the Association are committed to recruiting, developing and retaining individuals with exceptional expertise in their respective fields and a passionate commitment to the school as a professional learning community.

The following values guide the Association and Board's pursuit of this shared vision:

We share responsibility for common goals
We collaborate to build positive working relationships
We support each other as team members
We communicate with each other and ensure that all voices are heard
We recognize and value each other's strengths
We work to develop an environment that promotes trust

In order to implement these beliefs, we embrace the concept of ongoing dialogue. Recognizing the importance of communication in maintaining position working relationships, the Association, the Assistant Superintendent for Business (or designee) and the Director of Human Resources shall meet quarterly (or as needed) to discuss mutual concerns and to verify evidence of action toward these shared values.

ARTICLE I

Recognition and Definitions

1.1 Recognition

The Board of Education of Adlai E. Stevenson High School District 125, Lake County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Stevenson Support Staff Association, IEA-NEA. (Hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regularly employed, non-certified Employees including all certified paraprofessionals; but specifically excluding all other certified Employees, the Superintendent's secretary, the Assistant Superintendent for Business's secretary, the Human Resource Director's secretary, Accounting Supervisor, P.R.E.P. Employees, students, and all other supervisory, managerial, confidential, or short-term Employees as defined by Section 2 of the Illinois Educational Labor Relations Act.

1.2 Definitions

A. Employee

The "Employee" or "Association member" may include an Employee or a group of Employees who are similarly affected by this Agreement. For purposes of this Agreement, Association Employees shall be defined as follows:

- 1. All Employees represented by the Association.
- 2. Full-Time Calendar Year: Regularly employed at least seven and one half (7.5) or more hours a day and thirty-seven and one-half (37.5) hours per week for a twelve (12) month work year.
- **3. Full-Time School Year:** Regularly employed at least seven and one half (7.5) or more hours a day and thirty-seven and one-half (37.5) hours per week for each month of scheduled student attendance but less than a twelve (12) month work year.
- **4. Part-Time Calendar Year:** Regularly employed at least three (3) hours but less than seven and one-half (7.5) hours per day and at least fifteen (15) hours but less than thirty-seven and one-half (37.5) hours per week for a twelve (12) month work year.
- **5.** Part-Time School Year: Regularly employed at least three (3) hours but less than seven and one-half (7.5) hours per day and at least fifteen (15) hours but less than thirty-seven and one-half (37.5) hours per week for

each month of scheduled student attendance, but less than a twelve (12) month work year.

B. Days

The term "days" shall mean days in which the District Office is open, except where otherwise indicated.

C. <u>Superintendent</u>

The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

D. Employer

The term "Employer" or "Board" shall indicate the Board of Education of Adlai E. Stevenson High School District 125 or its administrative designee.

E. Association

The term "Association" shall indicate the Stevenson Support Staff Association, IEA-NEA.

ARTICLE II

Grievance Procedure

2.1 **Definition**

Any claim by the Association or an Employee or a group of Employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

2.2 <u>Informal Procedure</u>

If the Employee or the Association believes the Contract has been violated, the Employee or the Association shall meet with the immediately involved Supervisor to seek to resolve problems through free and informal communication. If the informal process fails to satisfy the Employee or the Association, a grievance may be processed as follows:

2.3 Formal Procedure

2.3.1 <u>Step One</u>: The Employee or the Association may present the grievance in writing to the immediately involved Supervisor within ten (10) days of the

occurrence of the grievance or when such occurrence should reasonably have been known. Within seven (7) days after receipt of the grievance, the immediately involved Supervisor shall arrange for a meeting to take place. Within seven (7) days of the meeting, the Employee or the Association shall be provided with the Supervisor's written response.

- **2.3.2 Step Two:** If the grievance is not resolved at <u>Step One</u>, or the time limits expire without the issuance of the Supervisor's written reply, then the grievant may refer the grievance in writing to the Superintendent or designee within five (5) days after receipt of the <u>Step One</u> answer. The Superintendent or designee shall arrange for a meeting to take place within seven (7) days of receipt of the appeal. Within seven (7) days of the meeting, the Employee or the Association shall be provided with the written response of the Superintendent or designee with reason(s).
- 2.3.3 Step Three: If the Association is not satisfied with the disposition of the grievance at Step Two, or the time limits expire without the issuance of the Superintendent or designee's written reply, the Association may submit the grievance to binding arbitration within fifteen days. If the parties cannot mutually agree on the selection of an arbitrator, the American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within thirty (30) days of the date from the Step Two answer, then the grievance shall be deemed withdrawn. Each party shall have the right to present in the arbitration hearing, such witnesses and documents as deemed necessary to develop facts pertinent to the grievance. Both parties shall share the fees and expenses of the arbitrator equally. If only one party requests the postponement of arbitration, that party shall bear the cost of such postponement.

2.4 General Provision

- 2.4.1 If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
- 2.4.2 If an Employee is required to attend any grievance step meeting or arbitration hearing during scheduled work hours, he/she shall be excused for such purpose without loss of pay and/or benefits. When an Employee is not represented by the Association, the Association may be present as an observer in all hearings and shall, upon request, receive copies of the grievance and decision.
- **2.4.3** The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

- **2.4.4** A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
- **2.4.5** The failure of the Employee or Association to act within the time limit set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this procedure, the grievance shall be advanced to the next highest level.
- **2.4.6** If the Association and Superintendent agree, any step of the grievance procedure may be bypassed and the grievance may be brought directly to any successive level.
- **2.4.7** The Association has the right to be present at any level of the formal grievance process.
- **2.4.8** The Association shall be notified of decisions at every level of the formal grievance process.
- **2.4.9** No reprisal shall be taken by the Employer or by the Association because of the Employee's participation or refusal to participate in a grievance.
- **2.4.10** All records related to a grievance shall be filed separately from the personnel files of the Employees.

ARTICLE III

Association and Employee Rights

3.1 Access to Information

At the request of the Association, the Board agrees to furnish within five days, to a designated member of the Association, a copy of the Board agenda (if any), approved Board minutes excluding Executive Session minutes that are deemed confidential until released by Board action, and the District budget and financial report.

3.2 Association Views - Student Presence

The Association's view on matters relating to the Supervisor-Employee or Board-Employee relationships shall not be discussed in the presence of students.

3.3 New Employee Information

Names, addresses, starting wages, and job classifications of newly- hired Employees shall be provided to the Association within fourteen (14) days after the date they begin work.

3.4 Association - Administrative Meeting

Meetings between the Superintendent or his/her designee and President of the Association shall be held at the request of either party. The requesting party shall present an agenda in advance of the meeting. These shall not exceed one (1) per calendar quarter unless mutually agreed upon.

3.5 Payroll Deductions for Dues

A. <u>Dues Deductions</u>

The Board agrees to deduct from each Employee's pay the dues of the Association provided that the Employee has previously executed an authorization for such deduction or has not revoked such authorization, and provided further that such deductions shall not vary in amount from paycheck to paycheck during any single school year. The Association agrees to hold harmless from any claims the Board of Education of District #125, its Employees, and/or agents from any errors or omission or commission in deducting or transmitting monies to the Association. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability, which may arise as a result of any type of willful misconduct by the Board, or the Board's negligent execution of the obligations imposed upon it by this Section.

B. Fair Share

Each Association member, as a condition of employment, within thirty (30) days of employment, shall join the Association or pay a fee to the Association for services rendered as per Section XI of the IELRA. If such fee is not paid within the above-mentioned time, said fee shall be deducted from the unit member's wage as per the "dues deduction" procedure listed above.

C. Procedures for Dues Authorization

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorized form prepared by the Association and submitted to the Superintendent or his/her designee. If provided by the authorization form, such authorization shall remain effective from year to year unless, the Employee cancels such authorization by notice in writing to the Superintendent and the Association.

D. Payment to the Association

Authorization submitted to the Superintendent or his/her designee by the first of any month shall become effective by the first pay period of the following

month. Such payroll deductions shall be equally deducted over the remaining pay period and remitted to the Association within ten (10) working days following each pay period.

3.6 Printing of Contract

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed by the employer and sufficient copies presented to the Association for distribution to each Association Employee.

3.7 Rules and Regulations

Copies of building policies, regulations, and rules - as well as changes in existing building policies, regulations, and rules -- shall be distributed to each Employee on a timely basis.

3.8 Association Use of District Facilities and Equipment

The Employer will allow the Association to use District facilities for committee, general, or building meetings during non-duty time if such meetings do not interfere with District activities. The Association may post notices on the bulletin board in the Employee lounge(s), use staff mailboxes to distribute Association materials, and permit the use of school telephones and email to conduct Association business subject to charges for the cost of the calls.

3.9 Business by Association Representative

Representatives of the Association shall be permitted to transact Association business on school property provided that they make their presence known to the proper official upon entering the building and provided further that any Association meetings be conducted during duty-free time periods.

3.10 Mediation

If both parties agree, the Board and the Association will promptly submit a joint written request to the Federal Mediation and Conciliation Service (FMCS) for appointment of a mediator to assist the parties during negotiations. If one party requests mediation within forty-five (45) days prior to the scheduled expiration date of this Agreement in accordance with IELRB Rules governing mediation requests, the parties will submit a joint request to FMCS for appointment of a mediator. If a mediator is unavailable through FMCS, the parties shall immediately commence discussion as to a mutually acceptable replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board (IELRB) will be notified.

3.11 Employee Notification of Assignment

An Employee shall be given written notice of his/her assignment for the forthcoming year no later than June 1st.

3.12 Association Leave

The Association will be granted up to three (3) days per year to allow representatives of the Association to engage in activities directly tied to initiatives of the state, and local affiliates of the Illinois Education Association, or affiliates of the National Education Association.

The schedule for use of Association leave shall be arranged by the Employee with his/her immediate Supervisor at least one week prior to the proposed leave. Association leave shall be approved by the immediate Supervisor and the Assistant Superintendent for Business.

ARTICLE IV

Work Year, Holidays, Vacations

4.1 Work Day/Work Week

The normal work week for all full-time Employees covered by this Agreement shall be at least thirty-seven and one-half (37½) hours a week, including at least one (1) fifteen (15) minute paid break every four (4) hours and a non-paid, duty-free lunch period of no less than thirty (30) minutes except as unusual or extraordinary circumstances would preclude. One, 15-minute break per day may be used to extend the lunch period. Employees may leave the campus during lunch periods and breaks.

Employees who work less than the standard workday shall receive a duty free lunch for six (6) consecutive hours worked.

4.2 Vacation Days

Each full-time calendar year employee shall be entitled to an annual vacation with pay on the following basis:

One (1) year through five (5) years	Ten (10) workdays
Six (6) years through ten (10) years	Fifteen (15) workdays
Eleven (11) or more years	Twenty (20) workdays

Vacation days shall be earned on a daily basis, (i.e. for those who earn ten (10) working days per year, the full-time daily rate of vacation accrual shall be .04; for those who earn fifteen (15) workdays, the rate shall be .06; and for those who earn twenty (20) days, the rate shall be .08. Vacation may only be taken in half (.50) or full day increments.

Vacation shall not be earned for overtime work or for other regularly assigned days of employment actually worked (i.e., no day of paid or unpaid leaves of absence) and is not to exceed two hundred sixty-one (261) per fiscal year.

Earned vacation time shall not accumulate for more than fourteen (14) calendar months. Vacation time not utilized within fourteen (14) calendar months of when earned shall be lost. The Superintendent or designee may waive such deadline for good cause shown by the Employee and any such waiver shall not set precedence. The vacation day request shall be arranged by the Employee with the approval of the Employee's immediate Supervisor and the Superintendent or designee and submitted two (2) school days prior.

Employees shall not take vacation during the first five (5) or last five (5) days of the school term unless approved by the Employee's immediate Supervisor and the Superintendent or designee for good cause shown.

4.3 Paid Holidays

Legal school holidays shall be considered paid holidays for full-time calendar year Employees. These include: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day, Lincoln's Day or President's Day, Pulaski Day, Memorial Day, Independence Day, Christmas Day, and New Year's Day. If Christmas Day, New Year's Day or Independence Day falls on a Saturday or Sunday, they will be observed as a holiday on either the preceding Friday or following Monday. The workday for full-time calendar year Employees on Christmas Eve and New Year's Eve will end at noon (12:00 pm). Lincoln's Day or President's Day, and Veteran's Day will be paid holidays only if they fall on a Monday through Friday. All full-time calendar year Employees will be given one (1) "floating" holiday, which may be taken on any day subject to the advanced approval of their Supervisor. A Support Staff member who wishes to observe Rosh Hashanah, Yom Kippur or Good Friday may use: 1) the "floating" holiday; 2) a personal day; or 3) compensatory time.

All full-time school year Employees shall be paid for all legal holidays during the time school is in session (excluding summer school). Lincoln's or Presidents' Day and Veteran's Day will be paid holidays only if they fall on a Monday through Friday. If a full-time school year Employee works five (5) consecutive workdays before and after Independence Day, he/she shall be paid for Independence Day (only applies to 8 hour day employees).

Any Employee who is absent the day preceding or following a legal school holiday will not be paid for the holiday, unless his/her absence is approved by the immediate Supervisor and Assistant Superintendent for Business.

4.4 School Closing

When the Superintendent officially closes the school and district office, no leave days previously arranged by an Employee will be deducted for such emergency days. All full-time calendar year employees should report to work, unless the employee deems the situation to pose a significant threat to his/her personal safety, then the employee may choose to exercise vacation, floating holiday, personal, or compensatory time. All full-time school year employees and part-time school year employees will be rescheduled as school is rescheduled. If the Employee is directed to report for work he/she shall be paid at the regular rate for hours worked. All full-time calendar year employees who are directed not to report to work by the Superintendent or designee, shall be paid at their regular rate of pay.

4.5 Overtime/Undertime

All work over and above forty (40) hours per week shall be compensated at the rate of one-and-one-half (1-1/2) times the Employee's normal rate of pay. Holidays, sick-days, and personal days are not counted as work time towards overtime calculations. At the Employee's choosing, the Employee may receive compensatory time in lieu of overtime pay, at the rate of one-and-one-half (1-1/2) times the number of overtime hours worked. If an Employee works less than his/her normally scheduled hours per day or week for reasons other than paid leave (sick leave, personal leave, or holiday), the Employee at his/her choosing, may utilize compensatory time to make up the lost time or to be docked pay at the next pay period. The Employee, with the approval of the Employee's immediate Supervisor, shall arrange the scheduled use for compensatory time in accordance with the Overtime/Compensatory Time Guidelines provided below:

Earning/Accruing Extra Time:

- Compensatory time can be accrued for hours worked beyond an employee's normal workday. Compensatory time, like overtime, is available only for time-sensitive projects or other urgencies that cannot be completed during normal working hours.
- Employees must obtain their supervisor's explicit approval before working hours in excess of their normal work day/work week. No compensatory time or overtime hours will be accrued without advance supervisor approval.
- All work over and above forty (40) hours per week shall be compensated at the rate of one and one-half (1.5x) times the employee's normal rate of pay (holiday, sick, and personal hours do not count toward 40 hours).

- Approved work hours in excess of an employee's normal schedule should be claimed/reported during the week the hours are earned.
- No more than two days of earned compensatory time should be rolled forward into the next fiscal year. Earned compensatory time in excess of two days should be submitted to the District Office and paid out as overtime by the end of each fiscal year.

Exercising Compensatory Time:

- Employees must seek their supervisor's approval to exercise compensatory time days off. Requests to exercise a comp time day off must be submitted to the supervisor two school days in advance of the proposed day off.
- Compensatory time days off may not be exercised during the first five or last five days of the school year, unless approved by the employee's immediate supervisor and the Superintendent or designee. Compensatory time days off may not be used on days immediately preceding or following a legal holiday, school vacation or recess, personal day or sick day.
- Employees should recognize that the exercise/use of compensatory time days off during peak times may be refused as such absences may disrupt their department's efficient operation.

ARTICLE V

Sick Leave

- 5.1 Calendar year Employees shall be credited with thirteen (13) days of sick leave per year. After completing two (2) consecutive fiscal years of employment, he/she will be credited with sixteen (16) days of sick leave per year.
- 5.2 School year Employees shall be credited with eleven (11) days of sick leave per year. After completing two (2) consecutive fiscal years of employment, he/she will be credited with thirteen (13) days of sick leave per year.
- 5.3 Sick leave may accumulate to two hundred-forty (240) days. Once an Employee has reached the maximum, the District will maintain a record of his/her sick days in excess of 240 days. The Employee's sick leave balance in excess of 240 days shall appear on each pay stub. In the year of retirement the Employee may utilize these excess days if his/her accumulated days are less than the totaled days allowed for IMRF service credit.
- 5.4 Sick leave shall mean personal illness, quarantine at home, serious illness or death in the immediate family or household, birth, adoption, or placement for adoption, as defined by law. Special consideration will be given for bereavement of individuals, other than immediate family members, as long as it does not negatively effect the district operation

- 5.5 The Employee shall notify his/her immediate Supervisor before the Employee's scheduled shift of the intended absence due to illness. Upon the Employee's return to work, he or she must complete the Employee Absence Claim Report.
- **5.6** Sick leave can be used in increments of one (1) hour or more.

ARTICLE VI

Personal Leave and Non - Paid Leave of Absence

6.1 Personal Leave

Full-time calendar and school year Employees shall receive two (2) days of personal leave per year. Personal leave days will be accumulated to a total of four (4). Personal leave days in excess of four (4) will be rolled over into sick day accumulation. Personal leave of more than two (2) consecutive days will require the submission of a written explanation to the immediate Supervisor and the Assistant Superintendent for Business for their approval.

6.2 Use of Personal Leave

Personal leave shall be used for personal matters. A personal leave request shall be submitted at least two (2) school days prior to the day of the proposed absences to the immediate Supervisor. In case of an emergency, a personal leave request shall be submitted to the Supervisor within two (2) days upon return to school. The first five (5) and last five (5) days of the school term and the day immediately preceding or following a legal holiday, vacation, or school recess shall not be available for personal leave except non-student attendance school calendar days or in the case of emergency. Personal leave may be used in increments of one (1) hour or more.

6.3 Non-Paid Leave of Absence

The Board may, in its discretion, grant Employees upon written request unpaid leaves of absence to a maximum of one (1) year in duration. An Employee may request an extension of an approved leave of absence. Requests shall include the reason for leave and specify the beginning and ending dates of the leave. The Board shall determine the length and terms of the leave, including any deadline for notification of return from leave. Employees shall be entitled to continue health insurance benefits at their own expense during the term of any approved leave. Employees on leave shall notify the Superintendent in writing, before February 1, of their intention to return to employment. Employees shall not accrue additional seniority during the leave but shall retain all previously accumulated seniority upon return from leave.

Article VII

Maternity/Paternity Child Rearing Leave

An Employee shall be eligible for maternity/child rearing leave without pay or other benefits, subject to the following conditions:

- 7.1 The Employee shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery. Application for a maternity/child rearing leave shall be made in writing to the Superintendent or designee at least one hundred-twenty (120) calendar days prior to the anticipated birth of the child.
- 7.2 After consultation with the Employee, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration the maintenance and continuity of service and medical factors to the maximum possible degree, and pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences. Such leave shall commence upon.
 - A. The date agreed upon by the Superintendent or designee, or
 - B. The actual date of delivery, or
 - C. The day on which the Employee has requested to leave or cease employment because she is unable to perform her duties, whichever shall first occur, or
 - **D.** The date following the conclusion of a leave provided under the provisions of the Family and Medical Leave Act.
- 7.3 In the event an Employee is required to leave or cease employment because she is unable to perform her duties due to disability related to pregnancy, she may elect to commence the agreed upon leave immediately, or alternatively to use any accumulated sick leave until said sick leave is exhausted, or until the commencement date of the agreed upon leave, whichever first occurs. Such leaves for school year Employees, which commence during the summer recess, shall begin no later than July 1.
- 7.4 In all instances where an Employee is granted a maternity/child rearing leave of eight (8) calendar months or more, as a condition thereof, he/she shall advise the Superintendent or designee in writing no later than March 1st of the termination of such leave and that he/she intends to return to employment. Failure to advise the

Superintendent or designee of intent to return in a timely manner as required by the preceding sentence shall be treated as an election not to return to employment and a resignation from the District.

- 7.5 A male Employee shall be entitled to a child rearing leave of absence. If the Employee has elected not to use available sick leave, the maternity/child rearing leave of absence shall be unpaid and shall be subject to all of the applicable notices and other requirements as set forth in this section. Eligibility for such leave shall arise upon the anticipated birth of a child, which the Employee has fathered or upon his planned adoption of a child.
- 7.6 Any Employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. It shall be the responsibility of the applying Employee to keep the Superintendent or designee informed of the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.
- 7.7 During the use of unpaid leave for the purposes of birth, childrearing, adoption or placement for adoption, with the consent of the carrier, the Employee may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's Business Office or elsewhere according to its direction.
- 7.8 If the pregnancy does not result in a live birth, the Employee may apply in writing to the Superintendent or designee for the cancellation of the balance of the leave and the Board shall seek to affect the return of such Employee to employment if a vacant position is available for which the Employee is qualified.

ARTICLE VIII

Employee Evaluation

8.1 Purpose of Evaluations

The primary purpose of Employee evaluation shall be the improvement of the Employee's job performance. The Association acknowledges that the Board has the inherent managerial right to establish performance standards to evaluate Employee performance and to determine whether Employees shall be retained or dismissed based upon such evaluations.

8.2 Notification of Evaluation Process

The Employer shall inform each new Employee in the department of the evaluation process within the first six weeks of employment.

8.3 Frequency

All Employees shall receive a formal evaluation annually. Employees shall be given feedback regarding concerns about job performance, regardless of the evaluation cycle. If applicable, feedback shall include recommendations for improvement with a follow-up conference.

8.4 Evaluation Process

A. Annual Pre-Evaluation Conference

Each evaluation shall be initiated by a pre-conference, between the Supervisor and the Employee to be evaluated that shall include a review of the expectations of both parties and the district evaluation form. The pre-conference shall be a collaborative review of the Employee's performance.

B. Post-Evaluation Conference and Procedure

The annual evaluation shall be written and a copy given to the Employee before the end of the school year, with the exception of calendar Employees, the annual evaluation shall be done before the start of the new fiscal year. The Employee and the Supervisor shall mutually agree to a date and time for a post-evaluation conference in which to discuss the evaluation. If applicable, the evaluation will specify areas of deficient performance and conduct which are not consistent with the expected performance standards and shall identify areas in which the Employee is required to improve.

8.5 Uniformity of Evaluations

Prior to any substantive changes in the evaluation process or document, collaborative discussion with the Association and Administration will take place.

8.6 Employee's Right to Respond

The Employee may include a statement in response to the evaluation provided such response is received within 10 days of the evaluation. Such response will be attached to the evaluation, and the final copy shall be signed by both parties and filed in the personnel file of the Employee.

A. Appeal of Evaluation

An Employee may request a review of his/her evaluation component of the annual wage increase by the Superintendent or designee prior to the final determination of the annual wage increase.

8.7 Exclusions

The content of an Employee's evaluation, including performance ratings, shall not be subject to the grievance arbitration procedure set forth in Article II, Section 2.3.3 of this agreement.

ARTICLE IX

Personnel File

9.1 Single Official File

Only one official personnel file shall be maintained. An Employee's name will be placed as a "copy to" on any item which is placed in his/her file. The Employer is responsible for providing the Employee with a copy of the item.

9.2 Right to Respond to Materials

Employees will be permitted to have dissenting or explanatory material attached to any document on file within thirty (30) calendar days of receipt of the material.

9.3 Right to Examine File

Within one day of request, an Employee may examine the information contained in his/her personnel file. The review of an Employee's personnel file must be conducted in the presence of a personnel or payroll Employee. A representative selected by the Employee may also be present. An Employee may receive a copy of all non-confidential materials in his/her personnel file as per compliance with the Illinois Personnel Records Review Act.

ARTICLE X

Job Description and Classification

10.1 Job Descriptions

Official job descriptions for each position shall be maintained at the District office and shall be available for inspection by the Association upon request. Copies of all job descriptions and revisions thereto shall be given to the Association President or designee.

The descriptions shall be distributed to all current Employees and to all new Employees when hired by the District. The descriptions will include at a minimum:

- A. Job title and description
- B. Minimum requirements
- C. A statement of required tasks and responsibilities

A written job description for a newly created or modified position shall be given to the Association President or designee no later than thirty (30) days after such position is filled or changed. The Association will provide input to the District for reviewing and updating existing job descriptions when inconsistencies arise.

10.2 Job Classification

If an Employee believes that he/she has been misclassified or that his/her job responsibilities have significantly changed, the Employee and the Association President will request a review by the Assistant Superintendent for Business. Sufficient documentation must be presented to initiate a review. The final decision will be presented to the Employee within thirty (30) working days.

ARTICLE XI

Seniority

11.1 Seniority shall be defined as the length of service with the District. Accumulation of seniority shall begin from the Employee's first working day. In the event that more than one (1) individual Employee has the same starting date of work, position on the seniority list shall be determined by blind lottery supervised by a representative of the Association and a district representative.

11.2 Loss of Seniority

Loss of seniority occurs with resignation, dismissal for cause, or retirement.

11.3 Maintaining and Posting of Seniority Lists

The Board shall prepare, maintain and post the seniority list. An updated seniority list shall be prepared and posted conspicuously in the building of the District no later than February 1st. A copy of the seniority list shall be furnished to the Association. Any Employee disagreeing with his/her seniority placement shall respond, in writing, to the Assistant Superintendent for Business and Association President within thirty (30) workdays after the effective date of the posting.

ARTICLE XII

Reduction in Personnel, Layoffs, and Recall

12.1 Procedure for Reduction In Force

If an Employee is removed or dismissed or receives a reduction in hours as a result of the decision of the School Board to decrease the number of Educational Support Personnel employed by the Board or to discontinue some particular type of educational support service, notice shall be given to such Employee as provided by law. Reduction shall be within each job classification enumerated in Section 11.3 above, provided the seniority to be applied within each such classification shall be the Employee's total district seniority as defined in Section 11.3. (Example: There is a need to RIF a security person. The Employee to be laid off is the Employee in the Security category with the least amount of District seniority. Length of service in the Security classification is not relevant.)

12.2 Recall Rights and Procedures

An Employee who has been dismissed pursuant to the preceding section shall have recall rights as provided by law. A recall shall be within the job classification in reverse order of total District seniority within the job classification of the Employee who is laid off. Notices of offer of recall shall be sent by personal delivery or by certified mail to the last known address as shown on the employer's record.

It shall be the Association member's responsibility to keep the employer notified as to his/her current mailing address. A recalled Employee shall report to work within five (5) calendar days from receipt of notice, or ten (10) calendar days from date of mailing, whichever shall be the shorter, and in each instance, excluding Saturdays, Sundays, and school holidays. A laid-off Employee who declines recall to full-time work shall forfeit his/her recall rights.

ARTICLE XIII

Vacancies and Transfers

13.1 <u>Vacancy – Defined</u>

A "vacancy" shall be defined as a position within the Association presently unfilled including newly created positions. Open positions created because of a leave of absence shall not be considered a vacancy unless the leave of absence exceeds one year.

13.2 Transfer - Defined

A "transfer" shall be defined as either a voluntary or involuntary move from one position to another within the Association-

13.3 <u>Vacancies – Notices</u>

Notices of a vacancy shall be posted by e-mail and forwarded to the Association President promptly following the determination by the Human Resource Office that such exists. Any Employee may make timely application to the Human Resource Office for appointment to such vacancy. Notification shall be given to current Employees for a period of five (5) business days before external applications are solicited, unless otherwise waived by the Association President.

13.4 Internal Application Procedures

Interested internal applicants may apply in writing to the Director of Human Resources or designee, within the posting period. Receipt of application shall be acknowledged by the Employer within five (5) working days.

All internal applications shall be afforded consideration and provided with a timely written response as to their application status.

13.5 <u>Involuntary Transfers</u>

In the event of an involuntary transfer, the dignity and professionalism of the Employee should always be considered. Unless Employee is transferred for poor performance, payroll status and wage status will not be reduced due to involuntary transfer. Whenever possible, the individual to be transferred should be notified with all reasonable speed, but this notice shall not be less than ten (10) working days.

The Employer shall provide written notice to the involuntarily transferred Employee, as well as notify the Association President.

ARTICLE XIV

Fringe Benefits and Compensation

Unless otherwise provided, only full-time employees are eligible for fringe benefits.

14.1 Insurance Benefits

During the term of this agreement, the Board shall assure the continual availability of group (medical, dental, vision) insurance. At Board expense, \$50,000 life insurance and disability insurance policies will be provided.

New Employees hired after July 1, 2004 may select from any PPO or HMO plans offered by the district; however, the flexible benefit for such Employees will be limited to 100% of the cost of HMO Health and Dental. Dependent coverage shall include spouse, children or domestic partner. An eligible domestic partner may be considered as a dependent.

Eligible domestic partner means an individual who is not related to the Employee by blood or marriage, with who the Employee:

- 1. has cohabited for at least twelve (12) consecutive months.
- 2. shares a close monogamous relationship similar to the relationship between married individuals.
- 3. has shared financial obligations and responsibilities, as indicated by at least two of the following:
 - a. a joint mortgage or lease;
 - designation of the eligible domestic partner as the primary beneficiary of a will; or
 - c. joint ownership of a car or bank account.

An Employee may have only one domestic partner at one time.

14.2 Flexible Benefits/Cafeteria Plan

The Board shall maintain a "flexible benefits/cafeteria plan" which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 plan or its underlying regulation shall be amended, the parties shall promptly amend the plan.

An Employee may annually contribute any amount to the plan not to exceed the IRS maximum allowable deduction per twelve-month (12) period. Such contributions will be deducted from the Employee's compensation after payment of any required contribution to the Illinois Municipal Retirement Fund (IMRF). Employees shall allocate the amounts they desire to be deducted from among the following benefits:

- Life insurance premiums up to \$50,000 of coverage.
- Premiums for single or family health, dental, vision, and/or disability insurance whether such is provided on a group basis by the Board or otherwise.
- Reimbursement for the cost of medical care, as defined in Section 213(d) of the Internal Revenue Code, to the extent not covered by insurance,

and incurred by the Employee, the Employee's spouse, and/or the Employee's dependents.

 Employee dependent childcare maximum allowable amount as per IRS regulation of the Internal Revenue Code.

The amounts so allocated shall accrue prorated during the twelve-month (12) period and be payable monthly upon submission by the Employee of receipts demonstrating the payments of such amounts. Any amounts so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the Employee or carried over to the following year.

NIHIP "PPO", and "HMO" PLANS FLEXIBLE BENEFIT TABLE

The following table will be used to determine the annual flexible benefit. There will be two methods for determining the annual flexible benefit. The first method uses the dollar amounts on the table, which will be added to the insurance cost to compute the flexible benefit (for the no coverage option there is no cost so the flexible benefit is equal to the whole dollar value). Secondly, when the Flexible Benefit is stated as a percentage of the insurance cost, the percentage value will be applied to the cost of the insurance to determine the value of the flexible benefit. All values include health and dental coverage under the various plans.

	0000 00	0000 40	0040 44		
	2008-09	2009-10	2010-11	2011-12	2012-13
No Coverage	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Single PPO300	95% of Cost				
Single PPO500	95% of Cost				
Single PPO750	100% of Cost plus				
	\$600.00	\$750.00	\$900.00	\$900.00	\$900.00
Single PPO HD2500	100% of Cost plus				
	\$2,000.00**	\$2,000.00**	\$2,000.00**	\$2,000.00**	\$2,000.00**
Single PPO2500	100% of Cost plus				
	\$825.00	\$1,125.00	\$1,325.00	\$1,325.00	\$1,325.00
Single HMO	100% of Cost plus				
	\$1,250.00	\$1,500.00	\$1,750.00	\$1,750.00	\$1,750.00
Dependent PPO300	90% of Cost				
Dependent PPO500	90% of Cost				
Dependent PPO750	100% of Cost plus				
	\$750.00	\$600.00	\$450.00	\$450.00	\$450.00
Dependent PPO HD2500	100% of Cost plus				
	\$2,000.00**	\$2,000.00**	\$2,000.00**	\$2,000.00**	\$2,000.00**
Dependent PPO2500	100% of Cost plus				
	\$1,125.00	\$800.00	\$600.00	\$400.00	\$400.00
Dependent HMO	100% of Cost plus				
	\$1,500.00	\$1,250.00	\$1,000.00	\$750.00	\$750.00

^{**\$2,000} TO HRA account

Under the "No Coverage" option, the Employee may participate in the dental and/or vision programs, but their flexible benefit would still be considered as being "No Coverage".

14.4 Preventive Health Care

Preventive health care will be made available to all Employees covered by this Agreement when such benefits are offered to other District staff. Preventative health care includes, but is not limited to, flu shots, health and wellness screening and other services offered by the NIHIP Insurance Pool.

14.5 Credit Union

Employees may participate in a District authorized Credit Union on a payroll deduction basis.

14.6 Tax Sheltered Annuities

The District shall provide the opportunity to all Employees to participate in a tax-sheltered annuity through payroll deductions that comply with Section 403(b) of the Internal Revenue Code.

14.7 Employee Benefits

Stevenson Support Staff members will continue to be represented on the Employee Benefits Committee.

14.8 Compensation

Starting wages will be established at the discretion of the Board, taking into consideration qualifications, prior experience, prior job performance and special skills. The Association President and the Assistant Superintendent for Business will meet to review proposed wages for promotions and starting wages that exceed the levels determined by the years of service and placement in existing categories.

All 10 month salaries under the Salary Plan Program will spread over 26 pays.

Section A - Wages and Longevity

Wages for the upcoming year will be determined by using the following table. The starting point for the annual increase will be the prior year's hourly wage.

	2008-09	2009-10	2010-11	2011-12	2012-13
CPI (2.5 floor-4.0 Ceiling)	2.5-4.0%	2.5-4.0%	2.5-4.0%	2.5-4.0%	2.5-4.0%
Longevity					
1-5 years completed	1.0%	1.0%	1.0%	1.0%	1.0%
6-10 years completed	0.9%	0.9%	0.9%	0.9%	0.9%
11-15 years completed	0.8%	0.8%	0.8%	0.8%	0.8%
16-20 years completed	0.7%	0.7%	0.7%	0.7%	0.7%
21+ years completed	0.6%	0.6%	0.6%	0.6%	0.6%
Staff Development	0.5%	0.5%	0.5%	0.5%	0.5%
Evaluations					
Exceeds		1.0%	1.0%	1.0%	1.0%
Meets	0.5%	0.5%	0.5%	0.5%	0.5%
Does Not Meet		0.0%	0.0%	0.0%	0.0%

The December 31st All-Urban Consumer Price Index will be used as the CPI index for the upcoming year. The CPI is the same statistic as used by the District to determine it's annual levy increase.

September 30th of each year will be used as the anniversary cut-off date when determining the longevity component of the salary increase.

The wage enhancement, upon completion of 15 hours of professional development, will be added to the hourly rate after the annual increase has been completed.

Partial year employees (those hired after September 30th) will receive a prorated increase the following June 30th.

Section B - Starting Wages

In 2008/09, all starting wages will remain at the current 2007/08 wages, with the exception of "Technical" which will go up 5% for 2008/09, 3% for 2009/10, and 3% for 2010/11; "Resource Paraprofessional" will go up 2% for 2008/09 and 2% for 2009/10. Starting wages for all other categories will be determined on an annual review basis. The amount of increase will be no less than the CPI for the preceding year nor more than 2%.

14.9 Retirement Benefits

The Board of Education will allow Employees to continue under the District health, dental and life insurance programs, if they are a retired/disabled Employee, who has 15 years experience in the District and is eligible for pension benefits pursuant to the Illinois Pension Code, and who was covered under these plans on the date of retirement. The life insurance policy provides for \$10,000 term life insurance from the date of retirement to age 65. Participation in the health and dental program is voluntary and premiums will be paid monthly or quarterly in advance by the retiree. If a health insurance program becomes available through IMRF or the State of Illinois, retirees after that effective date must participate in the state or IMRF program. The Board will contribute an amount equal to 100 percent of the cost of single HMO insurance coverage up to the age of Medicare eligibility or the Employee may choose to be paid an amount equal to the cost of the current HMO single insurance plan times the number of years from the date of retirement to the age of Medicare eligibility.

- a. The Employee may elect to either apply this stipend over his/her final two years or may elect to apply those funds to the ERI contribution should he/she retire during an ERI window.
- b. To have these funds included in salary over the course of the Employee's final two years, he/she must sign a letter of mutual understanding that the Healthcare Stipend is remuneration for healthcare benefits from the date of retirement to the age of Medicare eligibility.
- c. To begin this process the Employee must notify the District of his/her intent to retire two years prior to the date of retirement.

14.10 Early Retirement Incentives

The Board will offer an early retirement incentive during the term of this Agreement. Timing will be determined with the Association.

ARTICLE XV

Professional Growth and Staff Development

15.1 <u>Professional Growth and Staff Development Committee</u>

The Board and Association will create a Professional Growth and Staff Development Committee composed equally of administrators and Association members. The Professional Growth and Staff Development Committee shall plan district in-service programs, and submit them to the Superintendent or designee for approval.

The Professional Growth and Staff Development Committee will be governed by majority rule. In the event of an impasse, the Superintendent will cast the deciding vote.

15.2 Staff Development

15.2.1 Staff Development - Training

During the term of this contract, the Board will provide training opportunities as recommended by the Professional Growth and Staff Development Committee through a variety of options including: programs during institute days and late arrival days; individual and small group training during the work day; individual and small group training delivered after or before school hours and during summer.

15.2.2 <u>Tuition Waiver</u>

The Board agrees to waive tuition charges for any courses offered through the University of Stevenson that have been specifically developed to help staff fulfill the Staff Development proficiency requirement(s).

15.2.3 Mentoring/Training Program

The Administration, in cooperation with the Association, will implement and utilize an Employee mentoring/training program. A mentor training program will be implemented annually for new mentors, as needed. The Mentor program will be outlined in the Support Staff Handbook.

15.2.4 <u>Initial Staff Development Proficiencies</u>

All new support staff Employees of the District will demonstrate proficiencies identified by the District's Professional Growth and Staff Development Committee. Newly-hired Employees will have until the end of the second school year after their hire date in which to demonstrate the proficiencies.

Any staff member, other than newly-hired employees, unable to demonstrate these prerequisite knowledge and skills by June 20th will have the staff development portion of his/her wages frozen for the following school year. An Employee shall be restored to his/her appropriate wage in the school year following his/her completion of this requirement.

15.2.5 Ongoing Technology Proficiency

Ongoing technology proficiencies may be added, deleted or substituted as deemed appropriate by the Professional Growth and Staff Development Committee.

Support staff will be able to meet or exceed identified technology proficiencies through any of the following methods:

- a. individually developed technology plans and training
- b. district-wide in-services and seminars offered during normal working hours
- c. departmentally-developed seminars and in-services
- d. before and after school and summer seminars and courses
- e. successfully demonstrating proficiency by assessment tool, if appropriate.

15.3 Professional Growth

15.3.1 Professional Growth Plan

It is the intention of the Board of Education to support Employees' pursuit of work – related continuing education and advanced training. Each Employee may, at his/her election, develop an individual professional growth plan in cooperation with his/her director or designee. Completion of activities specified in the plan will allow the Employee to earn an hourly wage increase (see table below) in addition to any annual wage increase specified in this contract.

The Professional Growth Plan must be mutually agreeable to the Director and the Employee in order to be in effect. The plan will set out a minimum of two work-related goals that the Employee wishes to achieve, a timeline for achievement of the goals and the activities and training necessary to reach these goals. Upon mutual acceptance, each Professional Growth Plan will be submitted to the Director of Human Resources to be reviewed for consistency across departments. Plans deemed inconsistent will be returned for revision. In the event that the Employee and the director cannot reach agreement on the

Professional Growth Plan, the Employee may appeal to the Director of Human Resources for a final decision.

Professional Growth opportunities will be part of a degreed, certificated or certification endorsement program. Professional Growth will also consist of collegiate courses, approved by the Superintendent or designee, which directly pertain to the employee's job responsibilities and performance. Activities in the Professional Growth Plan will be denominated in collegiate semester hour credits. Sixteen classroom hours, or the equivalent, in a certificated program will equate to one semester hour.

15.3.2 Professional Growth – Wage Enhancement

Completion of Fifteen Semester Hours

Hourly Adjustment \$1.25

- wage adjustments will be made once annually at the beginning of the fiscal year
- an employee may participate in the Professional Growth Wage Enhancement program up to 10 times over his/her employment with the district.

15.3.3 Tuition Reimbursement

Certificated programs and Associate Degree programs will be reimbursed at the current tuition rate established by the College of Lake County. Post Associate degree courses will be reimbursed at the rate as defined by the current Board/Faculty Agreement. Reimbursement will be made upon demonstrated successful completion of the course.

Reimbursement will be limited to 12 semester hours annually.

ARTICLE XVI

Continuity of Operations

16.1 No Strike

Neither the Association nor any Employee will sponsor, aid, sanction, direct, authorize, or participate in any strike, work slowdown, work stoppage, sympathy strike or other interruption of contract or services during the term of this Agreement.

ARTICLE XVII

Effect of Agreement

17.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

17.2 Contractual Amendment

This Agreement shall constitute a binding obligation of both the employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

17.3 Savings Clause

If any provision of this Agreement or any application of this Agreement to any Association member or Employee or group of Association members or Employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid in subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force in effect.

17.4 Waiver of Additional Bargaining

The parties each voluntarily and unqualifiedly waive any rights, which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement. Subject matters not referred to in this Agreement or statutes applicable to matters covered by the Agreement shall not be considered as part of the Agreement and remains exclusive Board and/or Administration prerogatives.

17.5 Subcontracting - Notice and Opportunity to Bargain

The parties recognize and incorporate Section 5/10 - 22.3(c) of the Illinois Code such that no work customarily performed by members of the Association, or to which members of the Association have reasonable expectation of employment, shall be subcontracted during the term of this Agreement, pursuant to state statute.

ARTICLE XVIII

Duration

This Agreement shall be effective the first day of the 2008 work year and shall terminate at 11:59 p.m. on June 30, 2013 except as may otherwise be provided by the express terms of this Agreement.

Executed this ______ in the year 2008.

Adlai E. Stevenson High School Support Staff Association, IEA-NEA Adlai E. Stevenson High School District #125, Board of Education

President

Pagratam.

Secretary

APPENDIX A

Stevenson High School Support Staff Categories

I. Accounting

Internal Accounts Payable Payroll Insurance General Accounting Facilities Assistant Bookstore

II. Administrative Office

Principal's Assistant
Director's Assistant
Registrars
Asst. Principal's Assistant
PREP Office Assistant

III. General Office - 12 month

Office Assistant
Main Switchboard Operator
Receptionist
Mailroom Coordinator

IV. General Office - 10 month

Office Assistant
Assistant Registrar
Attendance Office
Substitute Caller
Copy Center
PM Switchboard Operator
PM PREP Office Assistant
Equipment Manager

V. Security/Supervisors

Security/Bus Driver Personnel Study Hall Supervisor ADA Supervisor Aquatic Specialist Locker-room Personnel

VI. Technical

Data Processing Specialist Audio-Visual Specialist Technology Trainer Computer Repair Technician Computer Lab Coordinator Internet Consortium Specialist

VII. Theater

Theatrical Specialist Odyssey Staff Special Events

VIII. Resource Paraprofessionals

Learning Center Teacher Guided Study Teacher Science Lab Coordinator

IX. Special Ed Instructional Aides

X. Non-Instructional Paraprofessional

Testing Center Library ESL

XI. Adaptive Education Specialist

Transliterator Cued Speech

XII. Community Service

Business Liaison

XIII. Little Patriots Child Care

Assistant Director Lead Teachers

XIV. Nurse

XV. PAC Employees

Aguatic Coach

APPENDIX B

SUPPORT STAFF STARTING SALARIES

In 2008/09, all starting wages will remain at the current 2007/08 wages, with the exception of "Technical" which will go up 5% for 2008/09, 3% for 2009/10, and 3% for 2010/11; "Resource Paraprofessional" will go up 2% for 2008/09 and 2% for 2009/10. Starting wages for all other categories will be determined on an annual review basis. The amount of increase will be no less than the CPI for the preceding year nor more than 2%.

CATEGORY	2008-09 Starting Wages	2009-10 Starting Wages	2010-11 Starting Wages
Category I Accounting	\$14.60	TBD	TBD
Category II Administrative Office	\$15.98	TBD	TBD
Category III General Office – 12 Month	\$14.12	TBD	TBD
Category IV General Office – 10 Month	\$13.69	TBD	TBD
Category V Security/Supervisors	\$13.39	TBD	TBD
Category VI Technical	\$16.92	\$17.43	\$17.95
Category VII Theater	\$14.60	TBD	TBD
Category VIII Resource Paraprofessionals	\$16.43	\$16.76	TBD
Category IX Special Ed Instructional Aides	\$15.21	TBD	TBD
Category X Non-Instructional Paraprofessionals	\$14.60	TBD	TBD
Category XI Adaptive Education Specialist	\$18.00	TBD	TBD
Category XII Community Service	\$15.00	TBD	TBD
Category XIII Little Patriots Child Care	\$13.39	TBD	TBD
Category XIV Nurse	\$20.00	TBD	TBD
Category XV PAC Employees	\$15.00	TBD	TBD