### **BARGAINING AGREEMENT**

### Between the

# Seneca Township High School District #160

&

The Seneca High Staff Union, IEA/NEA

Effective: 7/01/2016

Expires: 6/30/2021

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# Article 1 Recognition & Definitions

#### 1.1 Recognition

The Board of Education of Seneca Township High School District #160, LaSalle County, Illinois (hereinafter referred to as the "Board") recognizes the Seneca High Staff Union, IEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all full-time and part-time regularly employed non-certificated personnel including the positions of aides, secretaries, building services and cafeteria personnel. Excluded are all supervisors, managers, confidential and short-term employees, as defined in the Illinois Educational Labor Relations Act.

#### 1.2 Definitions

Employee — The term employee when used hereinafter in this Agreement shall refer to all Employees covered by this Agreement, except as otherwise specified in this Agreement or as provided below.

**Full-time** — An Employee shall be considered full-time if he/she is regularly employed for a minimum of forty (40) hours per week and 220 or more days per year

Part-time—An Employee shall be considered part-time if he/she is regularly employed for less than forty (40) hours per week and less than 220 days per year.

**Business Days** – Business Days are days in which school is in session or during summer vacation, days in which the district office is open.

# Article 2 Employee & Association Rights

#### 2.1 Right to Organize

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other activities for the purpose of establishing, maintaining, protecting or improving conditions of employment and the quality of the educational environment.

#### 2.2 Right to Representation

An employee shall have the right to request an Association representative when an employee is required to appear before a supervisor, administrator, or the Board of

Education concerning any matter which is disciplinary in nature or which could adversely affect the employee's terms and conditions of employment.

#### 2.3 Rules and Regulations Governing Employees

Board policies, regulations and rules of the Employer shall be published and distributed to employees. Rules and regulations governing employee conduct shall be reasonable, and enforcement of discipline shall be fair and exercised for just cause. No employee, except for those classified as probationary, shall be given a suspension without pay or dismissed without just cause.

#### 2.4 Personnel Files

An employee shall have the right, upon reasonable notice, to examine his/her personnel file and if requested have an Association representative present. Such review shall be during normal business hours and in the presence of a designated employee of the Board. No employee shall remove any material from a personnel file. Such review shall not be applicable to confidential material, such as recommendations for employment. Upon written request, the Board shall reproduce for the employee one (1) copy of any materials in his/her personnel file, except for any confidential material. The employee shall bear the cost of duplication established at the rate established by the Board.

The employee shall have the right to respond to any material that is put in the personnel file and have his/her response attached.

#### 2.5 <u>Dues Deductions</u>

Proper authorization for membership payroll deductions shall be the signature of the employee on an authorization form provided by the Association to the Board. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization between September 1 and September 15 of any year. The Board shall deduct from each employee's pay the current dues of the Association provided the Board has received an authorization form. Pursuant to such authorization, the Board shall equally deduct such dues from the regular monthly pay check of the bargaining unit member beginning with the October 15<sup>th</sup> pay period ending with the April 15<sup>th</sup> pay period.

The Board shall remit said deducted dues to the Association Treasurer within fifteen (15) business days following the pay period deduction.

#### 2.6 Board Meetings and Minutes

The Association President shall be given written notice of all regular and non-emergency special meetings of the Board together with a copy of the agenda of each meeting. A copy of the approved Board of Education minutes shall be placed in the Association's President's mailbox or delivered via District e-mail.

#### 2.7 Use of School Facilities

The Association and its representatives have the right to use school buildings, facilities and equipment for Association business provided prior authorization has been given by the Superintendent or his/her designee and Association pays for extraordinary associated costs for the above items.

#### 2.8 Communication to Members

The Association shall have the right to post notices of activities and matters of Association business on the Association bulletin board located in the maintenance lunchroom, teacher workroom and kitchen work area. The Association may use the District e-mail and employee mail boxes for communication to bargaining unit members.

#### 2.9 Names and Addresses of New Employees

Names and addresses of newly hired bargaining unit employees shall be provided to the Association President within fourteen (14) calendar days of Board action to employ.

#### 2.10 Printing of Agreement

Within thirty (30) calendar days after the Agreement is signed by the Board and the Association, the Board shall have one signed copy of this Agreement prepared for the Association for distribution as the Association deems appropriate. In addition, the Board shall post the Agreement on the school Intranet for employee access and printing if desired.

#### 2.11 Probationary Period for New Employees

A newly hired employee shall serve a probationary period of one (1) year. All new employees will be evaluated after 90 days. If after 90 days, the highest overall evaluation rating is obtained, the probationary period will end. Upon completion of the probationary period the employee shall become a regular employee entitling the employee to notice of termination with reason and disciplinary dismissal only for just cause.

# Article 3 Working Conditions

#### 3.1 Work Day/Work Week

The standard work week for full-time employees shall be forty (40) hours per week and eight (8) hours a day. Each full-time employee shall be entitled to a duty-free lunch of no less than thirty (30) consecutive minutes in length. Employees shall be permitted to leave the building and grounds during any break period including lunch.

Category	Work Day	Work Year
Aides – Classroom	7 hours	180 school days as assigned
Media Director P.T. Media Clerk	7 hours 5 hours	
Building Services Building Technician General Maintenance Groundskeeper Housekeeping	8 hours	260 days
Cafeteria – Cashier Cook Dishwasher Assistant Manager Manager	2.5-7 hours	164 - 185 days
Secretaries- 220	8 hours	220 days
200 day	8 hours	200 days
Part Time Employees	As Assigned	As Assigned
Substitute Workers	As needed	As needed

Hours may be adjusted due to early dismissal, institute days, or other early release days as scheduled.

In the event an employee needs to adjust the work day due to a medical appointment, legal obligation or family emergency, the employee shall secure prior approval from their immediate supervisor. Such requests shall be for no longer than one (1) hour and the time shall be made up within the work week with approval of the immediate supervisor.

#### 3.2 Overtime

Overtime may only be worked upon pre-approval of an employee's immediate supervisor. The Management has the right to assign individuals to work events outside their regularly scheduled work hours. Such scheduling shall be offered first on a voluntary basis. Failing to fill the required positions, the District shall assign employees to work using a rotating schedule of all Employees kept by the Superintendent or Designee.

All work over and above forty (40) hours of work per week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. For the purposes of calculating the forty (40) hours required before an employee is eligible for overtime, any paid leave, with the exception of sick leave, shall be included.

Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked.

• Overtime will be rotated among employees based on departments.

Overtime hours shall be assigned so that employees have equal access.

Compensation for emergency callouts and building checks shall consist of a minimum of two (2) hours at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

#### 3.3 Subcontracting

The District maintains the right to subcontract in accordance with the applicable law regarding the outsourcing of services.

#### 3.4 Emergency School Closing

When school is closed due to inclement weather, the following expectations shall prevail:

- Building Services shall be expected to report to work. However, if weather conditions make travel impossible or unusually hazardous, employees may use a day of accumulated personal leave or vacation leave or upon approval of the immediate supervisor make up the time lost due to hazardous driving conditions.
- Aides and Cafeteria personnel shall not be expected to work but their regular
  work year may be extended to make up for days missed due to emergency school
  closing. Such make up days will not include additional pay. Previously scheduled
  leave days (sick or personal) shall not be charged to the employee during an
  emergency school closing.
- The Secretaries will be expected to report to work in the event two or more consecutive emergency days occur unless prior arrangements have been made with the immediate supervisor to make up the work by extending the work year.
- Building Services and Secretaries will be charged leave days (personal or vacation) if they do not report to work. If no personal or vacation leave is available the day will be unpaid.

#### 3.5 Fair Share

Each bargaining unit member, as a condition of his or her employment, on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association, including local, state and national dues.

In the event that the employee does not pay his/her fair share fee directly to the Association within thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) calendar days following deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided

- (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonfire religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board

#### 3.6 Labor Relations Committee

For the purpose of maintaining communications and allowing for discussions of issues of mutual concern, the parties shall formally establish and maintain a Labor Relations Committee, which shall meet on a mutually determined basis. The Committee shall be comprised of the Association President, Association Vice-President, Principal and Superintendent, who shall discuss and prepare, prior to each meeting, the Committee agenda. The parties may involve other District employees or SHSU officers as deemed necessary.

#### 3.7 <u>Job Descriptions</u>

The employer shall maintain job descriptions for all bargaining unit positions. Each employee shall be provided with a copy of the job description for their respective position. All new employees shall receive a copy of the current job description as a part of the employment orientation process. When a job description is revised, a copy of the revision shall be sent to the Association President. A copy shall also be sent to the employees so affected by the revision. The job description shall form the primary basis for performance evaluations.

#### 3.8 Performance Evaluation

Employees will be formally evaluated a minimum of one (1) time per fiscal year by the supervisor/administrator designated in the job description. The job description and employee's job performance shall form the primary basis for the performance evaluation. The results of the completed evaluation shall be signed by the employee and filed with the Superintendent. Copies of the evaluation shall be given to the employee and supervisor/administrator. The employee shall have the right to attach a written response to the performance evaluation within five (5) business days immediately following the post-evaluation conference.

# Article 4 Leaves

#### 4.1 Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household or birth, adoption or placement for adoption. Following three (3) consecutive days absence for personal illness, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's, spiritual advisor or practitioner's certificate of treatment as a basis for pay. Immediate family or household includes: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews and legal guardians.

Building Services and Secretaries (220), day shall be provided thirteen (13) paid sick leave days per fiscal year. Aides, Cafeteria, and Secretaries (200), shall be provided ten (10) sick leave days. Sick leave days shall be proportionate to the employee's regular work day. Unused sick leave may accumulate up to a total of 250 days.

The Board shall maintain an accounting of the employee's sick leave and shall notify the employee of such accounting at the beginning of each fiscal year.

Additional sick leave days shall not be accrued by any employee after he/she qualifies for benefits under Worker's Compensation, Illinois Municipal Retirement Fund Disability or is on unpaid leave.

#### 4.2 Personal Leave

All employees covered under this agreement shall be provided two (2) paid personal leave days per fiscal year. Personal leave shall be proportionate to the employee's regular work day. A maximum of four personal days may be accumulated. All personal leave over the maximum allowed will be added to accumulated sick leave

Except in case of emergency, requests for personal leave shall be submitted to the immediate supervisor at least two (2) weeks prior to the requested date. Personal leave may not be used in increments of less than one half day.

#### 4.3 Bereavement Leave

Employees shall be provided up to three (3) days per incident for leave in connection with the death of members of the immediate family. Should additional days be needed, employees may use other leave as needed. Immediate family is defined as parents, spouse, civil union, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. One bereavement day will be provided for aunts, uncles, nieces, and nephews. Employees shall be able to use one (1) sick day per incident for leave in connection with the death of a close friend. All bereavement leave shall be used as intended and any misuse will be addressed.

#### 4.4 Jury Duty Leave

Any employee required to report for jury duty will continue to receive their pay with no loss of any leave, seniority, or loss of any other benefits. The employee will be paid their regular salary, provided the Employee shall promptly remit to the Board any fees paid as a consequence of such service (other than reimbursement for expenses).

#### 4.5 <u>Vacation Leave</u>

Building Services shall be eligible for paid vacation leave days according to the following schedule:

Length of	Days per year	Maximum
Employment		accumulation
Year 2 -5	10 days	15 days
Year 6-15	15 days	20 days
Year 16+	20 days	25 days

All vacation will be determined from July 1 to June 30 of each contract year ("fiscal year").

New employees in their first fiscal year of employment will have vacation leave prorated at the rate of 5/6 day per complete month and will be eligible to use such accrued

vacation leave beginning with the following fiscal year. New employees will not be allowed to use vacation leave before the vacation leave has been earned.

Employees shall submit a written vacation request to the immediate supervisor for approval three (3) weeks in advance, except in case of emergency. During summer break, employees will be limited to no more than ten (10) consecutive work days of vacation leave at one time with consent of supervisor.

A day of vacation leave will not be charged should a paid holiday fall during the vacation leave.

Vacation leave days earned in one fiscal year must be used by the end of the following fiscal year. (See maximum accumulation above).

- Vacation days shall not accrue when an employee qualifies for benefits under Worker's Compensation, IMRF Disability or is on unpaid leave.
- Upon separation from the District, the employee will receive any unused vacation leave in salary at the employee's regular daily rate of pay.

#### 4.6 Workers' Compensation Leave

Employees receiving worker's compensation temporary total disability paychecks from the School District's worker's compensation insurer may retain such checks and receive payment from the School District for one-third of a day of available sick, vacation, personal or other paid leave, less applicable deductions. Upon payment to the employee for any such leave, one-third of a day of the leave will be subtracted from the employee's corresponding accumulated leave. If no sick, vacation, personal or other paid leave is available; the employee will not receive any supplemental payment from the School District beyond the worker's compensation check.

Days on workers' compensation leave shall count as days worked for seniority and advancement on the salary schedule. Employees on workers' compensation leave shall not accrue sick leave days, personal days and vacation days.

#### 4.7 Association Leave

The Association shall be allowed to send a maximum of two (2) representatives per day to attend to Association business and such employees shall be excused without loss of pay providing the Association reimburse the District for the cost of the substitute. A written request for Association leave shall be submitted to the Superintendent by the President of the Association at least one (1) week in advance for approval. Such release time shall not exceed four (4) Association leave days per fiscal year.

# Article 5 Grievance Procedure

#### 5.1 Grievance Procedure

Definition - A grievance shall be any claim by an employee, group of employees, or the Association, that there has been a violation, misinterpretation or misapplication of the term of this agreement, a violation of Board Policy or a violation of fair and equitable treatment of an employee.

The written grievance shall contain a

- description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance;
- 2) listing of the provisions of this agreement which are alleged to have been violated, misinterpreted or misapplied;
- 3) listing of specific actions requested of the administration which will remedy the grievance.

As used in this Article the term "days" will mean days in which school is in session or during summer vacation, days on which the district office is open.

#### 5.2 Procedure

Before any grievance is filed, an attempt may be made to resolve the problem through free and informal communication with the immediate supervisor. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- A. STEP 1 Within twenty (20) days of the occurrence of the event giving rise to the grievance, the grievant or the Association shall present the grievance in writing to the principal or designee. The principal or designee will arrange for a meeting to take place within ten (10) days following receipt of the grievance. Within ten (10) days of the meeting, the grievant and the Association President shall be provided with the principal's or designee's written response, including the reasons for the decision.
- B. STEP 2 If the grievance is not resolved at Step 1, then the grievant or Association designee may refer the grievance to the Superintendent or designee within ten (10) days after the receipt of the Step 1 response. The Superintendent or designee will arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the Superintendent or designee will provide the written response including the reasons for the decision to the grievant and the Association President.
- C. STEP 3 If the Association is not satisfied with the Step 2 response, the Association may submit the grievance to final and binding arbitration through the

American Arbitration Association ("AAA"), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 2 response, then the grievance shall be deemed withdrawn.

#### 5.3 Other Conditions

#### A. Bypass

If the Association and the Superintendent mutually agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

#### B. Association Participation – Employee Represented

The Association has the right to participate in the processing of a grievance at any formal step of the grievance procedure.

#### C. Release Time

Investigation or processing of any grievance shall normally be carried out on the employee's own time, after school hours. However, with prior written approval of the Superintendent, affected personnel may investigate or process a grievance on school time without loss of salary.

#### D. Filing of Materials

Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.

#### E. Grievance Withdrawal

A grievance may be withdrawn at any level without prejudice.

#### F. <u>Time Limits</u>

The failure of the grievant or the Association to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the grievant or Association to proceed to the next step. Time limits may be extended only by mutual agreement.

# Article 6 Vacancies & Transfers

#### 6.1 Definition of Vacancies

A vacancy shall be defined as a position within the bargaining unit that is presently unfilled including newly created positions as well as positions currently filled but anticipated to be open in the future. Open positions created due to leave of absence shall not be considered a vacancy unless the leave of absence exceeds one year.

#### 6.2 Posting of Vacancies

If a vacancy occurs in a position covered by this Agreement as a result of a resignation, termination, promotion, or new position, such vacancy shall be posted on the Association bulletin board located in the maintenance lunchroom, teacher workroom, and kitchen work area for at least five (5) business days and shall be e-mailed to the Association President.

#### 6.3 Voluntary Transfer

Any employee may apply for transfer to another position when a vacancy occurs. Such applications shall be in writing to the Superintendent. If the Superintendent denies an employee's transfer request, the employee will be given an opportunity to meet with the Superintendent or designee to discuss the reasons for the denial of the transfer, upon the employee's request.

#### 6.4 Involuntary Transfer

The Superintendent or his/her designee may, in his/her sole discretion, can permanently reassign or promote an employee to a different bargaining unit position. The employee will be given written notification within five (5) working days prior to the date the transfer is to become effective.

# Article 7 Seniority & Reduction in Force

#### 7.1 <u>Seniority</u>

Seniority shall be defined as the total length of continuous service as either a part-time or full-time employee within a category of position as set forth in 7.4 of this Article. Seniority shall not be interrupted by approved Board leave, but time on unpaid leave of absence of ninety (90) consecutive days or more shall not count toward the accrual of seniority. Seniority shall be earned and maintained within each category of position and shall begin with the first working day in such category of position. Part-time employees shall accrue seniority on a pro rata basis. If an employee transfers from a part-time to a full-time position (or vice versa) within the same category, the employee shall be able to utilize the seniority accrued in his/her prior position in his/her new position. Continuous service shall be interrupted by resignation, retirement or termination.

#### 7.2 Resolving Identical Seniority

1. If total years of continuous service referred to in 7.1 of this Article are equal between two (2) or more employees, then seniority shall be determined by total continuous service with the District in any capacity.

2. If total years of continuous service referred to above are equal between two (2) or more employees, then a lot drawing witnessed by the Association President and a representative from the Administration shall determine seniority.

#### 7.3 Seniority Lists

A copy of the annual seniority list shall be furnished to the Association President and posted in all buildings on the Association bulletin board by February 1. Any employee disagreeing with his or her seniority shall respond, in writing, to the Superintendent and the Association President within thirty (30) calendar days following the date of the posting. After expiration of the posting period, the seniority lists shall be considered final as of that date and for all prior years.

#### 7.4 <u>Categories of Positions</u>

Employees shall be ranked by their seniority as either full-time (as determined by full-time for their particular category) or part-time within the following categories of positions:

- 1) Instructional Aides
- 2) Media (Media Director, Media Clerk)
- 3) Housekeeping
- 4) Maintenance (Groundskeeper, General Maintenance, Building Technician)
- 5) Secretaries 200, 220 day
- 6) Cafeteria (Dishwasher/Cashier, Cook, Assistant Manager

#### 7.5 Reduction-in-Force

If an employee is removed or dismissed as a result of a decision of the school board to decrease the number of employees or to discontinue a particular type of service, written notice shall be mailed to the employee at least thirty (30) calendar days before the employee is dismissed, together with a statement of honorable dismissal. Reduction in force shall be made on the basis of seniority accrued. Employees with the least seniority in the affected category of position shall be removed in such sequence (i.e. least to most senior) until the necessary reduction has been made, provided more senior employees are qualified to hold the positions of the less senior employees. In determining an employee's qualifications for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment pre-requisites, and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.

#### 7.6 Recall

To be eligible for recall, the honorably dismissed employee must provide the Board, prior to the last day of employment, with written notification of the address where the employee may be reached. The employee must notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the

offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period.

Any employee recalled during the recall period shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal and prior to recall during which the employee did not work shall not be counted towards seniority.

# Article 8 Compensation & Related Provisions

#### 8.1 Pay Periods

Employees covered by this agreement shall be paid on an hourly basis on the 15<sup>th</sup> and the last day of each month for the previous hours worked.

#### 8.2 Salary Schedule

The salary schedule shall be as set forth in Appendix A which is attached to and incorporated in this Agreement. All employees hired after the 2015-16 school year will be placed on the salary schedule as determined by the Administration, but no such employee shall be eligible to obtain Level 6. No employee currently employed during the 2015-16 school year will make less per hour in 2016-17 than was earned in 2015-16. All movement on the salary schedule will be determined solely by the Administration. Part Time employees will earn longevity raises based on the raise applied to Level 6.

#### 8.3 Paid Holidays

The following paid holidays apply to twelve-month 260 day employees only unless the school district is in receipt of a waiver authorizing non-observance. Accordingly, in this section, the term employee shall only refer to twelve-month employees.

New Year's Eve	New Year's Day	Good Friday/Easter*
Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Eve
Christmas Day		0

<sup>\*</sup>Employees whose regular scheduled day is Sunday may choose between Good Friday or Easter as a paid holiday.

In the event that a paid holiday falls on a weekend or non-work day, the holiday shall be treated as a "floating" holiday which may be used at the employee's request and approval of the supervisor.

The Board may require employees to work on these holidays during an emergency or for the continued operation or maintenance of its facilities. Employees required to work on a holiday will be paid double time.

#### 8.4 Insurance

Employees shall receive health, dental, vision, and life insurance as established in Appendix B.

# Article 9 Effect of Agreement

#### 9.1 Severability

If any provision of this Agreement should be found contrary to law or by a court of competent jurisdiction, such provision or application will be deemed invalid but all other provisions hereof not affected by such invalidation will continue in full force and effect.

#### 9.2 No Strike

The Association, its officers, agents and the employees shall not engage in a strike, work stoppage, slow-down, picketing, or refuse to fully and faithfully perform job functions and responsibilities or otherwise interfere with the operations of the District during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The employer agrees that, for the duration of this Agreement, it will not engage in a lockout of the employees of this unit provided they do not engage in any of the above activities.

#### 9.3 Duration of Agreement

This Agreement shall be in effect as of July 1, 2016 and shall continue in full force and effect through June 30, 2021.

### Appendix A School Year 2016-17

		sekeeping		Grounds		neral Maint		ding Tech
Level 1	\$	12.65	\$	15.90	\$	17.95	\$	. 19.10
Level 2	\$	13.65	\$	16.90	\$	18.95	\$	20.10
Level 3	\$	14.65	\$	17.90	\$	19.95	\$	21.10
Level 4	\$	15.65	\$	18.90	\$	20.95	\$	22.10
Level 5	\$	16.65	\$	19.90	\$	21.95	\$	23.10
Level 6	\$	18.65	\$	20.90	\$	22.95	\$	24.10
\$1 hour shift p	remiun	n for afternoo	ons					
	Dis	shwasher		Cashier		Cook	Ass't	Manager
Level 1	\$	11.25	\$	11.25	\$	15.20	\$	16.35
Level 2	\$	11.75	\$	11.75		15.70	\$	16.85
Level 3	\$ \$ \$	12.25	\$	12.25	\$ \$ \$	16.20	\$	17.35
Level 4	\$	12.75	\$	12.75	\$	16.70	\$	17.85
Level 5	\$	13.25	\$	13.25	\$	17.20	\$	18.35
Level 6	\$	13.75	\$	13.75	\$	17.70	\$	18.85
	<b>.</b>	.1 . 411	<b>*</b>					
Laurald		cher Aide		ledia Clerk		dia Director		
Level 1 Level 2	\$	13.85	\$	11.80	\$	12.35		
Level 2 Level 3	\$ \$	14.85	\$	12.80	\$	13.35		
Level 3	э \$	15.85 16.85	\$	13.80	\$ \$	14.35		
Level 5	э \$	17.85	\$ \$	14.80	\$ \$	15.35		
Level 6	э \$	17.85 18.85	э \$	15.80	\$ \$	16.35		
\$1 hour for BA				16.80	Ф	17.35		
φ i floui for ΒΑ	Degre	e or LTA Dei	gree					
	200	Secretary	22	0 Secretary				
Level 1	\$	11.50	\$	13.90				
Level 2	\$	12.50	\$	14.90				
Level 3	\$	13.50	\$	15.90				
Level 4	\$	14.50	\$	16.90				
Level 5	\$	15.50	\$	17.90				
Level 6	\$	16.50	\$	18.90				

Part Time Employ	ees	Substitutes	
Maintenance	\$14.00	Teacher Aide	\$ 11.50
Aides	\$13.00	<b>Building Services</b>	\$ 10.50
Housekeeping	\$12.00	Cafeteria	\$ 9.50
Media	\$11.00		
Secretary	\$10.00	Saturday School	\$ 60.00

\$250 per month substitute call stipend

# Appendix A School Year 2017-18

		sekeeping		Grounds		neral Maint		ding Tech
Level 1	\$ \$	13.00	\$ \$ \$	16.30	\$	18.40	\$	19.60
Level 2	\$	14.00	\$	17.30	\$	19.40	\$	20.60
Level 3	\$	15.00	\$	18.30	\$	20.40	\$	21.60
Level 4	\$	16.00	\$	19.30	\$	21.40	\$ \$	22.60
Level 5	\$	17.00	\$	20.30	\$	22.40	\$	23.60
Level 6	\$	19.00	\$	21.30	\$	23.40	\$	24.60
\$1 hour shift p	remiun	n for afternoo	ns					
	Di-	hwasher		Caabian		Cook	A 14	. B.A
Level 1		11.55	φ	Cashier	φ	Cook		Manager
	\$		\$	11.55	\$	15.55	\$	16.75
Level 2	\$ \$ \$	12.05	\$	12.05	\$	16.05	\$	17.25
Level 3	Þ	12.55	\$ \$	12.55	\$ \$	16.55	\$	17.75
Level 4	Þ	13.05	Ф	13.05	<b>\$</b>	17.05	\$	18.25
Level 5	<b>\$</b>	13.55	\$	13.55	\$	17.55	\$	18.75
Level 6	\$	14.05	\$	14.05	\$	18.05	\$	19.25
	Tea	cher Aide	Λ	/ledia Clerk	Me	dia Director		
Level 1	\$	14.25	\$	12.15	\$	12.70		
Level 2		15.25	\$	13.15	\$	13.70		
Level 3	\$ \$	16.25	\$	14.15	\$	14.70		
Level 4	\$	17.25	\$	15.15	\$	15.70		
Level 5	\$	18.25	\$	16.15	\$	16.70		
Level 6	\$	19.25	\$	17.15	\$	17.70		
\$1 hour for BA	Degre	e or LTA De	gree		·			
			_					
	200	Secretary	22	20 Secretary				
Level 1	\$	11.85	\$	14.30				
Level 2	\$	12.85	\$	15.30				
Level 3	\$	13.85	\$	16.30				
Level 4	\$ \$	14.85	\$	17.30				
Level 5	\$	15.85	\$	18.30				
Lovel 6	ው	10.05	ው	10.20				

Level 6	\$	16.85	\$
\$250 per month	substitute	call stipe	end

Part Time Employe	es	Substitutes	
Maintenance	\$14.00	Teacher Aide	\$ 11.50
Aides	\$13.00	Building Services	\$ 10.50
Housekeeping	\$12.00	Cafeteria	\$ 9.50
Media	\$11.00		
Secretary	\$10.00	Saturday School	\$ 60.00

18.30 19.30

### Appendix A School Year 2018-19

				J. 104. 2010				
	Hous	sekeeping	(	Grounds	Gen	eral Maint	Buile	ding Tech
Level 1	\$	13.40	\$	16.75	\$	18.90	\$	20.10
Level 2	\$	14.40	\$	17.75	\$	19.90	\$	21.10
Level 3	\$	15.40	\$	18.75	\$	20.90	\$	22.10
Level 4	\$	16.40	\$	19.75	\$	21.90	\$	23.10
Level 5	\$	17.40	\$	20.75	\$	22.90	\$	24.10
Level 6	\$	19.40	\$	21.75	\$	23.90	\$	25.10
\$1 hour shift p	remium	for afternoo	ons					
	D: 1							
1		hwasher		Cashier		Cook		t Manager
Level 1	\$	11.85	\$	11.85	\$	15.90	\$	17.15
Level 2	\$ \$	12.35	\$	12.35	\$	16.40	\$	17.65
Level 3	\$	12.85	\$	12.85	\$	16.90	\$	18.15
Level 4	\$	13.35	\$	13.35	\$	17.40	\$	18.65
Level 5	\$	13.85	\$	13.85	\$	17.90	\$	19.15
Level 6	\$	14.35	\$	14.35	\$	18.40	\$	19.65
	Tead	her Aide	Me	edia Clerk	Medi	a Director		
Level 1	\$	14.65	\$	12.50	\$	13.05		
Level 2		15.65	\$	13.50	\$	14.05		
Level 3	\$	16.65	\$	14.50	\$	15.05		
Level 4	\$ \$ \$	17.65	\$ \$	15.50	\$ \$	16.05		
Level 5	\$	18.65	\$	16.50	\$	17.05		
Level 6	\$	19.65	\$	17.50	\$	18.05		
\$1 hour for BA	\ Degre	e or LTA De	gree					
	200 9	Secretary	220	Secretary				
Level 1	\$	12.20	\$	14.70				
Level 2	\$	13.20	\$	15.70				
Level 3	\$	14.20	\$	16.70				
Level 4	\$	15.20	\$	17.70				
	Ψ	10.20	Ψ	17.70				

\$250 per month substitute call stipend

\$

\$

Level 5

Level 6

Part Time Employe	es	Substitutes	
Maintenance	\$14.00	Teacher Aide	\$ 11.50
Aides	\$13.00	Building Services	\$ 10.50
Housekeeping	\$12.00	Cafeteria	\$ 9.50
Media	\$11.00		
Secretary	\$10.00	Saturday School	\$ 60.00

18.70

19.70

\$

\$

16.20

17.20

### Appendix A School Year 2019-20

	Hous	sekeeping	(	Grounds	Ge	neral Maint	Bui	lding Tech
Level 1	\$	13.80	\$	17.20	\$	19.40	\$	20.60
Level 2	\$	14.80	\$	18.20	\$	20.40	\$	21.60
Level 3	\$	15.80	\$	19.20	\$	21.40	\$	22.60
Level 4	\$	16.80	\$	20.20	\$	22.40	\$	23.60
Level 5	\$	17.80	\$	21.20	\$	23.40	\$	24.60
Level 6	\$	19.80	\$	22.20	\$	24.40	\$	25.60
\$1 hour shift premium for afternoons								
	Dishwasher		Cashier		Cook		Ass't Manager	
Level 1	\$	12.15	\$	12.15	\$	16.30		17.55
Level 2	\$ \$	12.15	φ \$	12.15	э \$	16.80	\$ \$	17.55
Level 3	\$	13.15	\$	13.15	\$ \$	17.30	э \$	18.55
Level 4	\$	13.65	\$	13.15	φ \$	17.80	\$ \$	19.05
Level 5	\$ \$	14.15	\$	14.15	\$	18.30	э \$	19.05
Level 6	\$	14.65	\$	14.15	φ \$	18.80	Ф \$	20.05
Levelo	Ψ	14.00	Ψ	14.05	Ψ	10.00	Ψ	20.03
		her Aide	Ме	edia Clerk	Med	dia Director		
Level 1	\$	15.05	\$	edia Clerk 12.85	Med \$	dia Director 13.40		
Level 2	\$ \$	15.05 16.05	\$ \$		\$			
Level 2 Level 3	\$ \$ \$	15.05 16.05 17.05	\$ \$ \$	12.85 13.85 14.85	\$	13.40		
Level 2 Level 3 Level 4	\$ \$ \$ \$	15.05 16.05 17.05 18.05	\$ \$ \$ \$ \$	12.85 13.85 14.85 15.85	\$	13.40 14.40		
Level 2 Level 3 Level 4 Level 5	\$ \$ \$ \$ \$	15.05 16.05 17.05 18.05 19.05	\$ \$ \$ \$ \$ \$	12.85 13.85 14.85	\$ \$ \$ \$	13.40 14.40 15.40		
Level 2 Level 3 Level 4 Level 5 Level 6	\$ \$ \$ \$ \$ \$	15.05 16.05 17.05 18.05 19.05 20.05	\$ \$ \$ \$ \$ \$	12.85 13.85 14.85 15.85	\$	13.40 14.40 15.40 16.40		
Level 2 Level 3 Level 4 Level 5	\$ \$ \$ \$ \$ \$	15.05 16.05 17.05 18.05 19.05 20.05	\$ \$ \$ \$ \$ \$	12.85 13.85 14.85 15.85 16.85	\$ \$ \$ \$	13.40 14.40 15.40 16.40 17.40		
Level 2 Level 3 Level 4 Level 5 Level 6	\$ \$ \$ \$ . Degree	15.05 16.05 17.05 18.05 19.05 20.05	\$ \$ \$ \$ \$ gree	12.85 13.85 14.85 15.85 16.85 17.85	\$ \$ \$ \$	13.40 14.40 15.40 16.40 17.40		
Level 2 Level 3 Level 4 Level 5 Level 6	\$ \$ \$ \$ Degree	15.05 16.05 17.05 18.05 19.05 20.05 e or LTA Deg	\$ \$ \$ \$ gree	12.85 13.85 14.85 15.85 16.85	\$ \$ \$ \$	13.40 14.40 15.40 16.40 17.40		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA	\$ \$ \$ \$ Degree	15.05 16.05 17.05 18.05 19.05 20.05 e or LTA Deg	\$ \$ \$ \$ gree <b>220</b>	12.85 13.85 14.85 15.85 16.85 17.85	\$ \$ \$ \$	13.40 14.40 15.40 16.40 17.40		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA	\$ \$ \$ \$ Degree	15.05 16.05 17.05 18.05 19.05 20.05 e or LTA Deg Secretary 12.55	\$ \$ \$ \$ gree	12.85 13.85 14.85 15.85 16.85 17.85 Secretary 15.10	\$ \$ \$ \$	13.40 14.40 15.40 16.40 17.40		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA  Level 1 Level 2	\$ \$ \$ Degree <b>200</b> \$ \$ \$	15.05 16.05 17.05 18.05 19.05 20.05 e or LTA Deg Secretary 12.55 13.55	\$ \$ \$ \$ gree <b>220</b> \$ \$	12.85 13.85 14.85 15.85 16.85 17.85 Secretary 15.10 16.10	\$ \$ \$ \$	13.40 14.40 15.40 16.40 17.40		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA  Level 1 Level 2 Level 3	\$ \$ \$ Degree <b>200</b> \$ \$ \$ \$	15.05 16.05 17.05 18.05 19.05 20.05 e or LTA Des <b>Secretary</b> 12.55 13.55 14.55	\$ \$ \$ \$ gree <b>220</b> \$ \$ \$	12.85 13.85 14.85 15.85 16.85 17.85 Secretary 15.10 16.10 17.10	\$ \$ \$ \$	13.40 14.40 15.40 16.40 17.40		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA  Level 1 Level 2 Level 3 Level 4	\$ \$ \$ Degree <b>200</b> \$ \$ \$	15.05 16.05 17.05 18.05 19.05 20.05 e or LTA Deg 12.55 13.55 14.55 15.55	\$ \$ \$ \$ gree <b>220</b> \$ \$	12.85 13.85 14.85 15.85 16.85 17.85 Secretary 15.10 16.10 17.10 18.10	\$ \$ \$ \$	13.40 14.40 15.40 16.40 17.40		

\$	11.50
es \$	10.50
\$	9.50
ol \$	60.00
	es \$ \$

### Appendix A School Year 2020-21

	Housek	eepina	(	Grounds	Gen	eral Maint	Ruila	ding Tech
Level 1	\$	14.20	\$	17.65	\$	19.90	\$	21.10
Level 2	\$	15.20	\$	18.65	\$	20.90	\$	22.10
Level 3	\$	16.20	\$	19.65	\$	21.90	\$	23.10
Level 4	\$	17.20	\$	20.65	\$	22.90	\$	24.10
Level 5	\$	18.20	\$	21.65	\$	23.90	\$	25.10
Level 6	\$	20.20	\$	22.65	\$	24.90	\$	26.10
\$1 hour shift premium for afternoons								
	<b>-</b>	_				_		
	Dishw			Cashier		Cook		Manager
Level 1	\$	12.45	\$	12.45	\$	16.70	\$	17.95
Level 2	\$	12.95	\$	12.95	\$	17.20	\$	18.45
Level 3	\$	13.45	\$	13.45	\$	17.70	\$	18.95
Level 4	\$	13.95	\$	13.95	\$	18.20	\$	19.45
Level 5	\$	14.45	\$	14.45	\$	18.70	\$	19.95
Level 6	\$	14.95	\$	14.95	\$	19.20	\$	20.45
	Teache	r Aide	Me	edia Clerk	Medi	a Director		
Level 1	\$	r <b>Aide</b> 15.45	\$	edia Clerk 13.20	Media \$	a Director 13.80		
Level 1 Level 2	\$ \$		\$ \$					
	\$ \$ \$	15.45	\$ \$ \$	13.20	\$ \$ \$	13.80		
Level 2	\$ \$ \$	15.45 16.45	\$ \$ \$	13.20 14.20	\$ \$ \$	13.80 14.80		
Level 2 Level 3 Level 4 Level 5	\$ \$ \$ \$ \$	15.45 16.45 17.45	\$ \$ \$ \$	13.20 14.20 15.20	\$ \$ \$ \$ \$	13.80 14.80 15.80		
Level 2 Level 3 Level 4 Level 5 Level 6	\$ \$ \$ \$ \$ \$	15.45 16.45 17.45 18.45 19.45 20.45	\$ \$ \$ \$ \$ \$	13.20 14.20 15.20 16.20	\$ \$ \$	13.80 14.80 15.80 16.80		
Level 2 Level 3 Level 4 Level 5	\$ \$ \$ \$ \$ \$	15.45 16.45 17.45 18.45 19.45 20.45	\$ \$ \$ \$ \$ \$	13.20 14.20 15.20 16.20 17.20	\$ \$ \$ \$ \$	13.80 14.80 15.80 16.80 17.80		
Level 2 Level 3 Level 4 Level 5 Level 6	\$ \$ \$ \$ Degree o	15.45 16.45 17.45 18.45 19.45 20.45 LTA Deg	\$ \$ \$ \$ gree	13.20 14.20 15.20 16.20 17.20 18.20	\$ \$ \$ \$ \$	13.80 14.80 15.80 16.80 17.80		
Level 2 Level 3 Level 4 Level 5 Level 6	\$ \$ \$ \$ Degree of	15.45 16.45 17.45 18.45 19.45 20.45 LTA Deg	\$ \$ \$ \$ gree	13.20 14.20 15.20 16.20 17.20 18.20	\$ \$ \$ \$ \$	13.80 14.80 15.80 16.80 17.80		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA	\$ \$ \$ \$ Degree of	15.45 16.45 17.45 18.45 19.45 20.45 LTA Deg	\$ \$ \$ gree <b>220</b>	13.20 14.20 15.20 16.20 17.20 18.20	\$ \$ \$ \$ \$	13.80 14.80 15.80 16.80 17.80		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA	\$ \$ \$ \$ Degree of <b>200 Sec</b> \$	15.45 16.45 17.45 18.45 19.45 20.45 LTA Deg	\$ \$ \$ gree <b>220</b> \$	13.20 14.20 15.20 16.20 17.20 18.20 Secretary 15.50	\$ \$ \$ \$ \$	13.80 14.80 15.80 16.80 17.80		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA I Level 1 Level 2	\$ \$ \$ \$ Degree of <b>200 Sec</b> \$	15.45 16.45 17.45 18.45 19.45 20.45 LTA Deg	\$ \$ \$ \$ gree <b>220</b> \$ \$ \$	13.20 14.20 15.20 16.20 17.20 18.20 Secretary 15.50 16.50	\$ \$ \$ \$ \$	13.80 14.80 15.80 16.80 17.80		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA I Level 1 Level 2 Level 3	\$ \$ \$ \$ Degree of	15.45 16.45 17.45 18.45 19.45 20.45 LTA Deg retary 12.90 13.90 14.90	\$ \$ \$ gree <b>220</b>	13.20 14.20 15.20 16.20 17.20 18.20 Secretary 15.50 16.50 17.50	\$ \$ \$ \$ \$	13.80 14.80 15.80 16.80 17.80		
Level 2 Level 3 Level 4 Level 5 Level 6 \$1 hour for BA 1 Level 1 Level 2 Level 3 Level 4	\$ \$ \$ \$ Degree of <b>200 Sec</b> \$	15.45 16.45 17.45 18.45 19.45 20.45 LTA Deg retary 12.90 13.90 14.90 15.90	\$ \$ \$ \$ gree <b>220</b> \$ \$ \$	13.20 14.20 15.20 16.20 17.20 18.20 Secretary 15.50 16.50 17.50 18.50	\$ \$ \$ \$ \$	13.80 14.80 15.80 16.80 17.80		

es		Substitutes		
\$14.00		Teacher Aide	\$	11.50
\$13.00		<b>Building Services</b>	\$	10.50
\$12.00		Cafeteria	\$	9.50
\$11.00				
\$10.00		Saturday School	\$	60.00
	\$14.00 \$13.00 \$12.00 \$11.00	\$14.00 \$13.00 \$12.00 \$11.00	\$14.00 Teacher Aide \$13.00 Building Services \$12.00 Cafeteria \$11.00	\$14.00 Teacher Aide \$ \$13.00 Building Services \$ \$12.00 Cafeteria \$ \$11.00

#### APPENDIX B

Insurance plan will be the same as the Seneca Education Association (SEA) Collective Bargaining Contract.

Current Benefits as of adoption of contract.

Board-Paid Benefits—Full-Time 260- and 220-Day Employees Only Family Insurance to include medical, dental, vision, and life Insurance Flex Fund if coverage is waived will be \$2,500 per fiscal year

Health/Medical/Prescription Insurance Blue Cross/Blue Shield

Single and Family Coverage

Dental Insurance Delta Dental

Single and Family Coverage

Vision Insurance VSP

Single and Family Coverage

Life Insurance Lincoln Financial \$10,000.00

Term Life Employee Only

Insurance Flex Fund if coverage is waived \$2,500 per fiscal year

Flex Fund \$500 per fiscal year with a \$750

Maximum Accumulation

### PART TIME EMPLOYEES WHO WORK MORE THAN 1,059 HOURS PER FISCAL YEAR

Single Medical Insurance Only

Insurance Flex Fund if coverage is waived will be \$1,500 per fiscal year.

#### Acceptance

This agreement has been ratified and is add	opted by the parties hereto.
In witness thereof:	
For the	For the
BOARD OF EDUCATION OF DISTRICT NO. 160	SENECA HIGH STAFF UNION-IEA/NEA
President 2 Ray	Husten Castelle President
ATTEST:	ATTEST:
Rul Lametter Secretary	Secretary Cleck

Ratified: 6-15-16 (Date) Ratified 5-27-16