

**Agreement Between the  
Capital Area Career Center  
And the  
Career Education Association IEA - NEA  
2019-2023**

8/12/2019

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# **ALL EMPLOYEES**

## **Section A**

### **ARTICLE 1 INTRODUCTION**

#### **1.1 RECOGNITION**

The Capital Area Career Center hereby recognizes the Career Education Association IEA - as the sole and exclusive bargaining agent for all full-time and regularly scheduled part-time ESP, non-licensed and licensed employees including counselors, nurses, dental assistants, social workers and psychologists. Excluded from the bargaining unit are the Director, Principal and any administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, or discipline employees or having the responsibility of authoritatively recommending such action. Also excluded are temporary employees who work less than a full school year, substitutes, confidential managerial and short-term employees as defined by the Act.

The term employee refers to both teachers and support staff. The term support staff or Education Support Personnel (ESP) refers to ESP personnel. The term teacher refers to employees who possess a teaching or vocational license.

For the purpose of this Agreement, regularly scheduled shall mean an employee who works five (5) days per week and at least thirty-six (36) weeks per school year.

#### **1.2 GOOD FAITH BARGAINING**

Both parties agree to negotiate in good faith. "Good faith" shall mean that the parties shall confer at reasonable times and at reasonable places with the purpose of making proposals and counter-proposals to reach a collectively bargained agreement.

### **ARTICLE 2 GRIEVANCE PROCEDURE**

#### **2.1 SCOPE**

A grievance shall be defined as a claim by a member of the bargaining unit of a violation of any provision of this Agreement.

#### **2.2 PROCEDURES**

##### Stage One

The employee shall attempt to resolve any potential grievance in an informal discussion with his or her supervisor prior to filing a formal written grievance.

##### Stage Two

If the grievance cannot be resolved at Stage One, the employee shall file a written statement of the grievance with the supervisor. Such written statement of grievance shall be filed within ten (10) calendar days from the event giving rise to the grievance and shall contain a statement of the factual basis of the grievance and the section, or sections, of the Agreement which is alleged to have been violated. The supervisor shall respond in writing within ten (10) calendar days of receipt of the written grievance.

### Stage Three

If the grievance is not resolved at Stage Two, the employee may appeal the decision of the supervisor in writing to the Director of the Center within ten (10) calendar days of receipt of the written decision of the supervisor. The Director of the Center shall respond in writing within ten (10) calendar days of the receipt of the written appeal.

### Stage Four

If the grievance is not satisfactorily resolved at Stage Three, the Association, in its discretion, shall submit to the Director of the Center within twenty (20) calendar days of receipt of the answer in Stage Three a written request on behalf of the grievance to enter into binding arbitration.

Arbitration proceedings shall be conducted by an arbitrator to be selected from a roster of arbitrators provided by the Illinois Educational Labor Relations Board (IELRB). Expenses for the arbitrator's services will be borne equally by the Center and the Association.

The arbitrator's decision shall be binding on all parties. The arbitrator shall not amend or modify any of the provisions of the Agreement. The arbitrator's authority shall be limited to deciding on the issue, or issues, presented to him in writing by the Center and the Association and shall be based solely on the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of the Agreement.

The Center acknowledges the right of the employee to request the Association's Grievance representative to be present at any level of the grievance.

In the event the parties mutually agree, the proceedings may be conducted under expedited arbitration rules.

## **ARTICLE 3 ASSOCIATION RIGHTS**

### **3.1 DUES**

Upon request, an employee may have deducted from his or her paycheck dues for membership in the CEA-IEA-NEA.

### **3.2 PERSONNEL FILE**

An employee may examine the contents of his or her personnel file except pre-employment personnel recommendations after first giving two (2) workday's written notice. An employee shall be provided copies of the contents of such file upon request. A charge of ten cents shall be made for each page copied. Any employee may place written comments in their own personnel file.

### **3.3 REIMBURSEMENT FOR LOSS**

All employees shall be reimbursed for vandalism to automobiles parked on Center property and for damage to personal property due to student assault up to \$500.00 per incident. Proof of such loss shall be presented to the Executive Council of the Center who shall grant or deny the request.

### **3.4 USE OF SCHOOL BUSINESS EQUIPMENT**

With the approval of the Center's Director, or his/her designee, local Association shall be allowed use of school business equipment (i.e., computers, copying machines) except for central office equipment, provided that the use of said equipment does not interfere with the instructional program. The Association shall reimburse CACC for all supplies and materials used in the business of the Association. No business equipment shall leave the Center premise unless prior written approval of the Director is given.

### **3.5 USE OF BUILDING**

The local Association shall have the right, upon approval of the Center's Director or his/her designee, to use the Center's building for meetings at a time outside the regular workday, provided the meetings do not interfere with the instructional programs.

Use of all meeting areas shall be approved by the Center's Director or his/her designee. When special custodial services are requested, the Center may make a reasonable charge for the service.

### **3.6 CEA REPRESENTATIVE AT CACC EXECUTIVE COUNCIL MEETINGS**

During the months of September through May, the center shall enable a representative of the CEA to attend Executive Council meetings and provide a substitute for the representative, if needed, when meetings are held during the workday. The CEA representative shall attend these meetings without the loss of pay and without use of Association Leave.

### **3.7 ASSOCIATION LEAVE**

The Association shall be given eight (8) days per school year for the Association presidents, or their designees, to use for Association business. The Association shall give at least three (3) workday's notice of intent to use such days. No more than two (2) employees may use Association Leave on the same day. The Association shall pay the cost of any substitute which the Center hires to replace a teacher during the days of absence.

The Center shall allow one (1) Association paid partner-teacher approved by the Director for a member elected to a release time Illinois Education Association or National Education Association office. Any such leave will be inclusive of the above eight (8). All expenses incurred by such partner-teacher arrangement shall be paid by the Association.

### **3.8 CALENDAR / CACC and CASPN**

The Center will seek advisory input from the Association concerning the calendar for the forthcoming school year prior to the final adoption by the Executive Council in May. No more than three (3) members of the Administration/Executive Committee and no more than three (3) members of the Association will meet no later than May of each year to discuss the following year's school calendar. Any end of the year schedule changes to the current calendar shall be communicated in writing to the Union immediately following approval by the Executive Council. It is noted that such input is advisory. The final

decision regarding the school calendar rests with the Executive Council. The Association shall be consulted by the administration in developing in-service agendas.

### **3.9 RIGHT OF REPRESENTATION**

When an employee is required to appear before the administration or the Executive Council concerning a disciplinary conference in which an oral or written reprimand may be issued or a conference in which suspension with pay or dismissal may occur, the employee shall be entitled to have an Association representative present, if one is requested. Prior to such a conference, the administration of Executive Council will inform the employee that the conference is being held to consider possible disciplinary action. It shall be the responsibility of the employee to obtain a representative of his/her choice. If the requested Association representative is a Center employee, they shall be granted leave with pay from their duties to attend any such meetings.

### **3.10 NOTIFICATION OF VACANCIES**

All vacancies shall be emailed to the CEA Presidents prior to posting. No positions covered by this bargaining agreement shall be filled prior to email notification to the CEA president and posting.

## **ARTICLE 4 LEAVES**

### **4.1 LEAVES OF ABSENCE**

Each employee may request a leave of absence from duties without pay upon first making the written request for such leave to the Director. The Executive Council shall consider such request and grant or deny the request in its sole discretion and in accordance with its determination of the best interests of the Center.

### **4.2 DISSOLUTION OF SICK BANK**

The Center and Association agree that the sick bank will be dissolved according to the following provisions:

- 1) Sick days that have been contributed by current employees will be returned to the employee.
- 2) In the case of a staff member using all of his/her paid time off (sick, vacation) due to a catastrophic illness/ injury of thirty (30) or more school days, another staff member may voluntarily donate up to two (2) of his/her sick or vacation days to that staff member. Such transfer will be made in writing, will be dated and will be signed by all staff members involved, the Association president, and the director or his/her designee. No staff member can receive more than twenty (20) donated days per year. The recipient cannot be eligible for any other paid leave or disability benefits.
- 3) CACC and CASPN teachers will receive \$200 per year for each year of the contract. CACC and CASPN ESP personnel shall receive \$.10 per hour per year for each year of the contract. Less than full time employees will be paid on a prorated basis. This stipend will terminate on June 30, 2023.

### **4.3 FAMILY AND MEDICAL LEAVE**

Upon written request, the employer shall grant up to twelve (12) work weeks of unpaid leave during any twelve (12) months to employees who have worked at least 1250 hours

in the preceding twelve (12) month period. All such leaves shall be governed by the Family Medical Leave Act of 1993. Family Medical Leave shall run concurrent with all other paid or unpaid leave available to the employee, without loss of tenure or seniority.

#### **4.4 BEREAVEMENT LEAVE**

Full-time employees may use up to three (3) days per incident as bereavement days upon the death of any member of any employee's immediate family or household. Such leave shall not accumulate from year-to-year. For the purpose of this Agreement "immediate family" shall include the employee's spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, legal guardians, step-parents, step-children and step-siblings.

In the event an employee requests additional bereavement days, the employee may use up to four (4) additional days which shall be deducted from the employee's sick days, or vacation days for ESPs.

#### **4.5 MILITARY LEAVE**

An employee who has been called into military service from a position in the Center shall upon the completion of service, be reinstated as a regular employee in the same position which was formerly held if he or she applies for reinstatement within sixty (60) calendar days after release from active duty or honorable discharge. The employee shall receive the benefit of such experience increments and salary adjustments (if applicable) as was made during military service. Upon return from such leave, an employee shall be placed at the same position on the salary schedule (if applicable) he or she would have been, had he or she been an employee at the Center during such period.

An employee ordered to Reserve or National Guard Active Duty for training shall be granted up to thirty (30) days in a school year with pay for such purpose provided that the teacher shall reimburse the Center for any base pay received from the Reserve or National Guard for such training.

An employee ordered to Active Military Duty shall be granted Military Leave. The Center shall allow the employee to choose to keep their Center salary and remit their Base Military Pay, less other allowances and pays, to the Center, or forgo their Center salary and keep their Military base pay. The Center will continue to provide health insurance as provided at the time orders are received for Active Duty.

#### **4.6 DISASTER LEAVE**

Staff members suffering damage to their personal property, due to a natural or man-made disaster, shall be granted personal leave day(s) if available with less than the 24-hour notice requirement.

#### **4.7 PROFESSIONAL MEETINGS**

Any employee may apply for approval to attend a professional conference or workshop. Application for such approval shall be submitted to the Director/CASPN Nurse Administrator at least fifteen (15) days prior to the workshop or conference. The Director/CASPN Nurse Administrator, in his/her sole discretion, shall grant or deny such a request.

#### **4.8 SICK AND PERSONAL LEAVE**

##### **4.8.1 IMMEDIATE FAMILY**

For purposes of this Agreement, “immediate family” shall include parents, spouse, brother, sister, children, grandparent, grandchildren, parents-in-law, brother-in-law, sister-in-law, legal guardian, step-parents, step-children and step-siblings.

### **ARTICLE 5 SALARY**

**REFER TO SECTION B, C AND D**

### **ARTICLE 6 FRINGE BENEFITS**

#### **6.1 LIFE INSURANCE**

Each full-time and half-time employee shall receive a Center paid life insurance policy in the amount of \$25,000.

#### **6.2 HEALTH INSURANCE**

An ongoing Insurance Monitoring committee consisting of five (5) members shall be established to monitor the operation of the medical plan and to offer suggested changes to benefit components and/or operating procedures. The committee shall be composed of three (3) bargaining unit members chosen by the Association and two (2) members chosen by the Director. The committee shall be responsible for suggesting adjustments in existing components of the health plan. The committee shall meet as necessary but at least once a year. Such a meeting may be scheduled during the workday and Association members shall be released to attend.

Beginning July 1, 2019, the Center shall pay \$600 towards a single premium PPO or HMO, if offered for all full-time employees. Beginning July 1, 2020 through June 30, 2023, the Center shall pay a minimum of \$610, plus 50% of an increase in premium, up to \$650. For part-time employees hired after June 30, 2008, the Center’s contribution toward the insurance premium shall be prorated to equivalent to the employee’s part-time status. This does not include part-time as needed or substitute teachers.

If a National Health Insurance plan is required by the federal government, or the State of Illinois mandates or allows a plan of health insurance for schools, the Center agrees to bargain the implementation of such a plan.

## **ARTICLE 7 WORKING CONDITIONS**

### **7.1 CURRICULUM – REFER TO SECTION B AND C**

### **7.3 WORKDAY – REFER TO SECTION B, C AND D**

### **7.6 TRAVEL REIMBURSEMENT**

Employees required by the administration to use their personal vehicle for Center business shall be reimbursed at the current mileage rate allowed by the Internal Revenue Service. Travel reimbursement is not applicable for driving from home to the first place of work or from the last place of work to home. An accurate daily record of mileage claimed must be kept and a report for payment submitted to the Director each quarter, no later than the fifteenth (15<sup>th</sup>) day of the month following the end of each calendar quarter. Mileage for travel (other than specified above) shall be approved by the Director prior to such travel.

## **ARTICLE 8 DISCIPLINE**

### **8.1 JUST CAUSE SUSPENSION WITHOUT PAY AND TERMINATION**

Except for probationary employees, no employee will be suspended without pay or discharged without just cause. Verbal warnings, written warnings and suspension with pay are not subject to the just cause standard.

### **8.2 DISCIPLINARY PROCEDURES**

Except for probationary employees, remediable offenses or remediable violations of work rules, disciplinary action will be progressive and except for gross misconduct, in accordance with the following schedule. The sequence and necessity for the following steps will be determined by the Executive Council/ Director depending upon the circumstances of each case:

1. Verbal Warning - A record of each verbal reprimand shall be documented and placed in the employee's file. The employee shall be provided with a copy of such documentation.
2. Written Warning.
3. One (1) to Thirty (30) days suspension without pay.
4. Discharge.

The above steps in the progressive disciplinary procedure may not be strictly followed depending on the severity of the employee's conduct. Any employee may be suspended with pay pending investigation of any matter.

## **ARTICLE 9 CONDITIONS OF AGREEMENT**

### **9.1 NO STRIKE**

During the term of this Agreement and any extension thereof, no employee covered by the Agreement, nor the Association, nor any person acting on behalf of the Association shall ever at any time engage in, or authorize, any recognition of any picket line at the Center's premises, any strike, slowdown or other refusal to render full and complete services to the Center.

In the event of any violation or violations of any provision of the Article by the Association, its members, or representatives, or by any employee, the Association shall, upon notice from the Center, immediately direct such employees both orally and in writing to resume

normal operations immediately and take every other reasonable effect to end any violations.

## **9.2 COPIES OF AGREEMENT**

The Center shall email the Agreement to all teachers and Educational Support Personnel (ESP's) employed by the Center.

## **9.3 NEGOTIATIONS PROCEDURES**

1. Spokesperson. There shall be one (1) Spokesperson for each party, except that he/she may, on occasion, request a team member or other resource person to address a specific issue. Only one (1) person at a time shall have speaking privileges. It is understood that no tentative agreement on any Article is effective unless specifically agreed to in writing by the Spokespersons for each party.

2. Composition of Bargaining Team. Each side shall be limited to four (4) persons and one (1) counsel/professional staff (IEA Staff, attorney) at the Bargaining Table in the Bargaining Session at any given time who may be eligible to speak. Witnesses not at the table shall remain silent or will be dismissed from all current and future sessions. Each Negotiations Committee may consist of more members. Each party reserves the right to determine who will serve on their respective bargaining team.

3. Experts/Authorities. Both sides may employ experts or authorities at the table who may present information or clarification necessary for negotiations. These persons shall not count against the five (5), shall not negotiate, and may appear only with joint approval.

4. Location. Bargaining sessions will be held in the CACC Conference Room. The location may be altered only by mutual agreement.

5. Dates and Times. Bargaining sessions will be scheduled by mutual agreement as necessary. All sessions will end with a set date and time for the next meeting and with a mutually written press release to be placed on the school website. The meeting date and time may be altered by mutual agreement only. Meetings shall not last longer than two (2) hours without the mutual agreement of both Spokespersons.

6. Proposals and Counter Proposals. All proposals and counter-proposals shall be written, dated and time-stamped.

7. Tentative Agreements. When a tentative agreement is reached both Spokespersons will sign and date two copies of the mutually agreed upon language. It is understood that no tentative agreement on any Article is effective unless specifically agreed to in writing by the Spokesperson for each party.

8. Caucus. A caucus may be called at any time during negotiations by the Spokespersons. The caucuses will be part of the regular negotiations meeting. No caucus should be longer than one hour. If either side needs a prolonged time to consider language or a financial offer, the session shall be adjourned to the next mutually satisfactory meeting time.

9. Sidebars. Both sides agree that sidebars may be held, but only with the full approval of both committees, and only during joint sessions unless otherwise approved.

10. Current Contract. Both sides agree that the terms of the current contract will remain in effect should negotiations continue beyond the expiration date of June 30, 2023, at midnight; any retroactive features of the successor agreement are to be part of the settlement.

11. Media and Communications. Prior to impasse, neither party shall discuss any proposal or share any topics discussed during negotiation sessions with any person not recognized to be a member of each Negotiations Committee unless a specific item(s) has been agreed upon to share with the CEA membership or Board of Control/Executive Council members until the complete contract is tentatively agreed upon and set for presentation.

12. Chair. Each party may appoint a member of its Bargaining Team to serve as Chair, as desired.

13. Meeting Type. All negotiating sessions shall be closed meetings.

14. Future Negotiations. Negotiations shall begin no later than May 1st of the year the contract terminates.

## **ARTICLE 10 TECHNICAL CLAUSES**

### **Duration**

This Agreement shall become effective on the 1<sup>st</sup> day of July 2019 and continue until the 30<sup>th</sup> day of June 2023.

### **10.1 Individual Contracts**

The terms and conditions of this Agreement shall be the terms and conditions of individual contracts of members of the bargaining unit.

### **10.2 Memorandum of Agreement**

The Agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

### **10.3 Waiver of Additional Bargaining**

The parties acknowledge that during the course of the negotiations which resulted in this Agreement, each had the right to make demands, proposals and counter-proposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not referred to or covered by this Agreement during the term of this Agreement. With regard to any subject

or matter not referred to or covered by this Agreement which affect terms or conditions of employment of Association members, the Board shall provide notice and, upon request, discuss the matter with the Association prior to implementation of any changes.

#### **10.4 Supersedes Prior Agreements**

This Agreement supersedes and nullifies all previous written agreements between the Board and the Association.

#### **10.5 Validity**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted to the extent that it violates the law and the remaining articles, sections and clauses shall remain in effect.

**CACC LICENSED STAFF (TEACHERS)**  
**Section B**

**ARTICLE 4 LEAVES**

**4.8 SICK AND PERSONAL LEAVE**

**4.8.2 CACC LICENSED TEACHING STAFF**

**FULL-TIME TEACHERS**

Each full-time teacher whose contract runs not less than nine (9) full calendar months, shall receive fourteen (14) sick days per year of which two (2) days can be used for personal leave. Each full-time teacher with twenty-five (25) years of service to CACC and with one hundred twenty-five (125) accumulated sick days shall be granted nineteen (19) sick days per year, of which two (2) days can be used for personal leave.

**HALF-TIME TEACHERS**

Half-time teachers employed for a full school year shall be granted fourteen (14) sick leave periods equivalent in time to their regular teaching assignment of which two (2) periods per year equivalent in time to their regular teaching assignment may be used for personal leave.

Planned sick day(s) shall not be used before or after a school holiday or to extend a vacation period.

Sick leave may accumulate to a maximum of three hundred forty (340) days. If the maximum number of accumulated sick leave days is reached by the employee on the first day of the school year, the Center will reimburse the employee \$40.00 per day for any unused sick leave day(s) not used in the year. The teacher shall be reimbursed for unused sick leave prior to the June 30th paycheck.

Sick leave must be taken in full or half day increments.

Personal days may be used for any purpose by the teacher. No such day shall be used before or after a school holiday or to extend a vacation period. Personal days may not be accumulated. Unused personal days will be added to the accumulated sick leave days at the end of the teaching term.

Teachers shall give at least a twenty-four (24) hour notice of intent to use such days. Personal days may be used by no more than three (3) teachers on the same day. Personal leave may be used in full or half day increments.

Nothing in this section shall be construed to apply to temporary or substitute teachers or other employees.

**ARTICLE 5 SALARY PROVISIONS**

**5.1 LICENSED TEACHER SALARIES**

A) Full-time teacher salaries shall be increased according to the schedule below:

2019-2020	\$1,200
2020-2021	\$1,200
2021-2022	\$1,200
2022-2023	\$1,200

CACC full-time teachers will receive an additional \$200 per year for each year of the contract per dissolution of the sick bank.

Salary and raises for less than full-time teachers will be prorated according to hours and days worked.

The Licensed CACC High School staff shall have a 180 day contract. Additional days are paid on a daily prorated basis.

New hires shall not receive a salary increase until the next fiscal year after employment.

B) In order to dissolve the TRS salary schedule, the one remaining position on the schedule will be given an additional 2% salary bonus for the 2019-2020 school year in addition to the yearly salary increase.

C) Full-time teachers shall have their initial salary determined by the Executive Committee within the following parameters:

- 1) The minimum starting salary shall be no less than \$37,000 plus Board paid TRS.
- 2) Placement is dependent on education, teaching experience and work experience.

D) Instructors are eligible to receive salary increases as a result of educational attainment.

For degreed licensed teachers, \$1,500 shall be paid after the instructor has earned educational credit such that he or she would have advanced to the each of the following increments: Bachelors+15, Bachelors+30, Master’s, Master’s+30.

For non-degreed licensed teachers, salary increases will be based on the table below:

30 college hours or comparable coursework toward industry certification	\$ 700
Associate’s Degree	\$ 900
Associate’s Degree + 30	\$1,100
Bachelor’s Degree	\$1,300

Courses to be used for educational attainment must have the Director’s written approval prior to registering for the class. Director in his/her sole educational judgement, shall determine whether or not such courses are suitable and of sufficient educational merit, applicability, and value to the Center for approval for advancement to the next increment.

Such judgement shall not be subject to the grievance procedures of this Agreement and the grant or denial of such request shall not constitute a precedent. Licensed staff may move one increment in a given year having completed the required educational credit. All official transcripts must be submitted by August 15th to receive the salary increase for the school year.

### **5.1.1 CLUBS, EXTRACURRICULAR AND EXTRA DUTY COMPENSATION**

Stipend positions will be reviewed at the end of each school year. The stipend employee may be released at the end of the school year at the sole discretion of the Director. Being released from a stipend position in no way affects a teacher's teaching position with CACC and also cannot have a negative effect of a teacher's evaluation. Non-renewal of stipend positions shall not be subject to grievance under Article II. Open positions will be posted internally.

### **LICENSED STAFF EXTRACURRICULAR COMPENSATION SCHEDULE**

ACTIVITY: HOSA Sponsor, FFA Sponsor, FCCLA Sponsor, National Technical Honor Society Sponsor, SkillsUSA Sponsor on the following schedule:

- Year 1 \$1,575
- Year 2 \$1,850
- Year 3 \$2,000
- Year 4 + \$2,050

### **SKILLS USA SPONSOR ADDITIONAL COMPENSATION**

- Local member as a State Representative add 100.00.
- National State Qualifier(s) add 250.00.
- The teacher who has a State Winner will receive 250.00 dollars (if there is more than one teacher in the program the money will be divided equally).

### **LICENSED STAFF EXTRA DUTY COMPENSATION SCHEDULE**

- WQNA General Manager \$1,500
- Web Site Coordinator \$2,700
- C.N.A Coordinator \$1,900

## **ARTICLE 6 FRINGE BENEFITS**

### **6.3 RETIREMENT BENEFITS**

#### **6.3.1 TEACHER RETIREMENT SYSTEM CONTRIBUTIONS**

As provided by law, the Board agrees to pay to the Teacher's Retirement System (TRS) on behalf of each CACC teacher under the "salary add-on method" up to 9% of the teacher's creditable earnings for each fiscal year during the term of this Agreement. The Board will continue making TRS contributions of 9% as long as the 9% level is allowed by law. If during the term of this Agreement the 9% level of contribution is reduced by law, the Association acknowledges that employees are not entitled to the excess between a lesser contribution percentage and the 9% level, but retains the right to engage in good faith negotiations on the subject as provided hereinafter. In the event the law is changed or modified after July 1, 2019, concerning the obligation of teachers and/or the Board in making pension contributions, either party may serve upon the other party a written

notice to reopen bargaining pertaining only to 6.3.1. If such a notice to bargain is served and received, the parties agree to promptly meet and negotiate any modifications in good faith.

### **6.3.2 RETIREMENT INCENTIVE – TRS ELIGIBLE EMPLOYEES**

#### **Retirement Incentive Award Payment**

An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive for up to each of his or her final two (2) years of teaching service, subject to the following conditions:

1. The teacher shall have a minimum of twenty (20) years of continuous full-time service at the Capital Area Career Center by the intended date of retirement.
2. A teacher may receive this ERI if he or she retires at the end of any school year (July 1 – June 30) during the following window period:
  - A. Starting with the end of the school year (July 1 – June 30) in which the teacher becomes eligible to receive any retirement pension from TRS; and
  - B. Ending at the first of the following to occur:
    - (1) The end of the school year in which he or she first accumulates at least thirty-five (35) years of creditable service in the Teachers Retirement System (TRS);  
or
    - (2) at the end of the school year in which the teacher reaches age 60.

The incentive is not available unless the teacher can retire without obligating the teacher or the District to pay a penalty or any other payment to TRS. In determining these dates, teachers must consider and utilize all of their available sick leave for creditable service purposes in TRS as well as any available service credit obtained from other pension systems.

3. The teacher shall have tendered to the Board a binding, irrevocable resignation and application for the award. The teacher's notice may be given up to two (2) years prior to retirement or by September 1<sup>st</sup> of the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to two (2) years in length, depending upon the date the letter of resignation and award application is received by the Board and the specified date of retirement. The letter of resignation must be accompanied by the TRS member requested "Personal Statement of Benefits" and a "Benefit Estimate" indicating total years of service.

In exchange for the teacher's binding, irrevocable resignation, CACC agrees to remove the teacher from the salary schedule and for each year of eligibility the teacher's creditable earnings will be increased by 3% over the teacher's reportable creditable earnings for the prior year of employment. For purposes of this calculation, the previous year's creditable earning shall include the District's TRS contributions made on behalf of the teacher, and the calculation each year may be rounded down to the nearest \$5.00 to avoid possible TRS penalties. In the first year of this Agreement, CACC may, in its sole

discretion, limit the number of teachers who retire under this plan to eight (8) teachers. In the event of any limitation in the program, the teacher with the greatest CACC seniority shall have the participation option. The CACC and the teacher agree to execute a Retirement Award Agreement that governs the payment of the retirement award.

Examples:

A teacher applies for the award one (1) year before retirement. The teacher's creditable earnings for the 2016-2017 school year were \$60,000. The teacher's final year creditable earnings will be \$61,800 ( $\$61,800 \times 1.03 = \$61,800$ ).

A teacher applies for the award two (2) years before retirement. The teacher's creditable earnings for the 2016-2017 school year were \$60,000. The teacher's first year creditable earnings will be \$61,800 ( $\$60,000 \times 1.03 = \$61,800$ ). The teacher's second and final year creditable earnings will be \$63,654 ( $\$61,800 \times 1.03 = \$63,654$ ).

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's 3% increase shall be reduced by the amount of extra duty compensation.

Example:

A teacher applies for the award two (2) years before retirement. The teacher's creditable earnings for the 2016-2017 school year were \$60,000. The teacher's first year creditable earnings will be \$61,800 ( $\$60,000 \times 1.03 = \$61,800$ ). The teacher's second year creditable earnings will be \$63,654 ( $\$61,800 \times 1.03 = \$63,654$ ). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000. The teacher's final creditable earnings will be \$63,503.62 ( $\$63,654 - \$2,000 \times 1.03 = \$63,503.62$ ).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the employee.

If a teacher fails to complete the pre-retirement period, leaves the CACC prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option, causing the CACC to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the CACC shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period.

In the event the retirement award provided for this Article would cause the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, or would conflict with any state statute or final rule or regulation

promulgated by the Teachers' Retirement System, the provisions of this section shall become void and the parties agree to reopen this Agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.

Teachers should not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements. Unless the parties agree to continue this section in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who have not applied for such benefits prior to the expiration of this Agreement.

## **ARTICLE 7 WORKING CONDITIONS**

### **7.1.1 CURRICULUM**

Center instructors shall put into operation the courses of study approved by the Center with input from the Business and Advisory Committees.

### **7.2 PROFESSIONAL DEVELOPMENT**

All non-tenured teachers shall participate in a "New Teachers' Orientation" and all professional development as directed by the CACC Principal or Administration. All teachers shall attend up to two (2) required professional development sessions per month, as directed by the CACC Principal or Administration.

### **7.3.1 WORKDAY**

For instructors/teachers at the Center, the regular workday shall begin at 8:00 a.m. and end at 3:30 p.m. seven and one-half (7 ½) hours, except the following:

- 1) Scheduled meetings by the administration (limited to one (1) day per calendar month of no more than one (1) hour in length)
- 2) Up to three (3) two (2) hour events may be scheduled during the school year.

Half-time (½ time) instructors shall work three and one half (3.5) consecutive hours which includes the entire class period except for the following:

- 1) Scheduled meetings by the administration (limited to one (1) day per calendar month of no more than one (1) hour in length).
- 2) Up to three (3) two (2) hour events may be scheduled during the school year.

## **ARTICLE 8 DISCIPLINE**

### **8.3 CACC LICENSED STAFF DISCIPLINE**

The Career Center shall have the authority to establish work rules. Teacher discipline does not include the non-renewal of non-tenured teachers.

**CASPN LICENSED STAFF (TEACHERS)**  
**Section C**

**ARTICLE 4 LEAVES**

**4.8 SICK AND PERSONAL LEAVE**

**4.8.3 CASPN TEACHERS**

**FULL-TIME TEACHERS**

Each full-time teacher whose contract runs not less than nine (9) full calendar months, shall receive fourteen (14) sick days per year of which two (2) days can be used for personal leave. Each full-time teacher with twenty-five (25) years of service to CACC and with one hundred twenty-five (125) accumulated sick days shall be granted nineteen (19) sick days per year, of which two (2) days can be used for personal leave.

**2/3 CLINICAL TEACHERS**

2/3 clinical teachers employed for a full school year shall be granted ten (10) sick leave periods equivalent in time to their regular teaching assignment of which two (2) periods per year equivalent in time to their regular teaching assignment may be used for personal leave.

Planned sick day(s) shall not be used before or after a school holiday or to extend a vacation period.

Sick leave may accumulate to a maximum of two hundred forty (240) days. If the maximum number of accumulated sick leave days is reached by the employee on the first day of the school year, the Center will reimburse the employee \$40.00 per day for any unused sick leave day(s) not used in the year. The teacher shall be reimbursed for unused sick leave prior to the June 30th paycheck.

Sick leave must be taken in full or half-day increments.

Personal days may be used for any purpose by the teacher. No such day shall be used before or after a school holiday or to extend a vacation period. Personal days may not be accumulated. Unused personal days will be added to the accumulated sick leave days at the end of the teaching term.

Teachers shall give at least twenty-four (24) hours' notice of intent to use such days. Personal days may be used by no more than three (3) teachers on the same day. Personal leave must be used in full or half-day increments.

Nothing in this section shall be construed to apply to temporary or substitute teachers or other employees.

## **ARTICLE 5 SALARY PROVISIONS**

### **5.2 CASPN SALARIES**

1. Full-time instructor salaries shall be increased according to the schedule below:

2019-2020 \$1,300 per year

2020-2021 \$1,300 per year

2021-2022 \$1,300 per year

2022-2023 \$1,300 per year

CASPN teachers will receive an additional \$200 per year for each year of the contract per dissolution of the sick bank.

Salary and raises for less than full-time teachers will be prorated according to hours and days worked.

The full-time CASPN Instructors shall have a 193-day contract. Additional days will be paid on a daily prorated basis.

The 2/3 time Clinical Instructors shall have a 132-day contract. Additional days will be paid on a daily prorated basis.

New hires shall not receive a salary increase until the next fiscal year after employment.

B) In exchange for eliminating the following language in Article 6.4 Workday in the 2016-2019 contract, "On such days, full-time clinical instructors shall receive additional compensation equal to one-half an hour times their imputed rate", full-time instructors who teach thirty-six (36) additional hours will be awarded an additional \$1,800 for the 2019-2020 school year and full-time instructors who teach thirty (30) additional hours will be awarded an additional \$1,500 for the 2019-2020 school year to be added to their base salary.

C) Full-time instructors shall have their initial salary determined by the Executive Committee within the following parameters:

1) The minimum starting salary shall be no less than \$40,000 plus Board paid IMRF.

2) Salary is dependent on education, teaching experience and work experience.

D) Instructors are eligible to receive salary increases as a result of educational attainment.

For degreed instructors, \$1,500 shall be paid after the instructor has earned educational credit such that he or she would have advanced to each of the following increments: Bachelors+15, Bachelors+30, Master's, Master's+30.

Courses to be used for educational attainment must have the Director's written approval prior to registering for the class. The Director in his/her sole educational judgement, shall determine whether or not such courses are suitable and of sufficient educational merit, applicability, and value to the Center for approval for advancement to the next increment. Such judgement shall not be subject to the grievance procedures of this Agreement and the grant or denial of such request shall not constitute a precedent. Licensed staff may move one (1) increment in a given

year having completed the required educational credit. All official transcripts must be submitted by August 15th to receive the salary increase for the school year.

### **5.2.1 MENTORING PROGRAM**

The Center, in accordance with the Association, shall establish a Mentoring Program for all newly hired instructors. The program may include release time for assigned senior instructors to observe newly hired instructors during class. Mentors shall be provided a stipend in the amount of \$500 for training and peer advising duties according to the mentoring program guidelines.

## **ARTICLE 6 FRINGE BENEFITS**

### **6.3 RETIREMENT BENEFITS**

#### **6.3.3 IMRF SYSTEM CONTRIBUTIONS**

As provided by law, the Board agrees to pay to the Illinois Municipal Retirement Fund (IMRF) on behalf of each CASPN teacher under the “salary add-on method” up to 4.5% of the teacher’s creditable earnings for each fiscal year during the term of this Agreement. The Board will continue making IMRF contributions of 4.5% as long as the 4.5% level is allowed by law. If during the term of this Agreement the 4.5% level of contribution is reduced by law, the Association acknowledges that employees are not entitled to the excess between a lesser contribution percentage and the 4.5% level, but retains the right to engage in good faith negotiations on the subject as provided hereinafter. In the event the law is changed or modified after July 1, 2019, concerning the obligation of teachers and/or the Board in making pension contributions, either party may serve upon the other party a written notice to reopen bargaining pertaining only to 6.3.3. If such a notice to bargain is served and received, the parties agree to promptly meet and negotiate any modifications in good faith.

#### **6.3.4 RETIREMENT BONUS – IMRF EMPLOYEES**

Full-time teachers shall be eligible for a 3% retirement bonus for a maximum of two (2) years after twenty (20) years of continuous service by the intended date of retirement from the Center. In order for the employee to qualify for the retirement bonus, the following conditions must be met:

1. The employee must be at least fifty-five (55) years of age and qualify for retirement under the Illinois Municipal Retirement Fund (IMRF).
2. The employee must provide verification of the number of years of employment to the Illinois Municipal Retirement Fund.
3. The employee must submit an application to the Director for the retirement bonus prior to April 15th of the prior year.

Should the State of Illinois establish restriction to retirement bonuses, the Center agrees to negotiate the impact of such restrictions with the Association.

In no case shall an employee receive more than one bonus.

## **ARTICLE 7 WORKING CONDITIONS**

### **7.1.2 CURRICULUM**

CASPN instructors shall put into operation the courses of study aligned to ACEN standards with input from Advisory Committees.

### **7.3.2 WORKDAY – CASPN TEACHING STAFF**

The assigned workday for CASPN instructors shall range from the starting times of 7:30 a.m. – 9:00 a.m. and ending times shall range from 3:00 p.m. – 4:30 p.m. Supervisory personnel will give assignments quarterly. Except in emergencies, instructors will be given two (2) calendar weeks written notice prior to the start of each quarter. These assignments will not be subject to day-to-day changes. On Clinical Days, the regular work day may vary to meet the needs of the students. Clinical hours will be determined by the Nurse Administrator and approved by the Director. Hours for part-time clinical instructors will not exceed twenty-two and one half (22.5) hours per week without prior approval from the Nurse Administrator and Director.

Exceptions to the workday for CASPN teaching staff are:

- i. Evening Clinical
- ii. Graduation

## **ARTICLE 8 DISCIPLINE**

### **8.4 CASPN LICENSED STAFF DISCIPLINE**

The Career Center shall have the authority to establish work rules.

**EDUCATIONAL SUPPORT PERSONNEL**  
**Section D**

**ARTICLE 4 LEAVES**

**4.8 SICK AND PERSONAL LEAVE**

**4.8.4 EDUCATIONAL SUPPORT PERSONNEL**

Each full-time ESP employee with more than six (6) months of continuous service shall receive fifteen (15) sick days per year on July 1. Up to two (2) sick days can be used for personal leave each school year. Prior to their first annual allotment, ESP employees shall receive 1.25 sick days per month.

Each full-time ESP with twenty-five (25) years of service to CACC and with one hundred twenty-five (125) accumulated sick days shall be granted nineteen (19) sick days per year, of which two (2) days can be used for personal leave. Sick leave shall be accumulated to a maximum of two hundred forty (240) days. If the maximum number of accumulated sick leave days two hundred forty(240) is reached by the employee on the first day of the school year, the Center will reimburse the employee \$40.00 per day for any unused sick leave day(s) not used in that year. The ESP staff member shall be reimbursed for unused sick leave prior to the July 30<sup>th</sup> paycheck.

Less than twelve (12) month employees will be eligible for sick days on a prorated basis equivalent to their number of days worked. Nine-month (9) employees will receive twelve (12) sick days per year of which two (2) can be used for personal days. Unused personal days will be added to the accumulated sick leave days at the end of the fiscal year.

Sick leave may be taken in two (2) hour increments. A doctor's note is required for an ESP missing three (3) or more consecutive days.

Personal days may be used for any purpose by a member of the support staff. The ESP staff shall give at least twenty-four (24) hours' notice of intent to use such day. Personal leave days must be approved by the direct supervisor and are to be used in full or half-day increments. Personal days may not be accumulated. Unused personal days will be added to the accumulated sick leave days at the end of the fiscal year.

Planned sick day(s) shall not be used before or after a school holiday or to extend a vacation period.

**4.9 COMPENSATORY TIME OFF**

ESP's may be given one and one half (1.5) hours of compensatory time-off in lieu of cash payment for each hour of overtime worked. Other than as provided below, at no time may an employee's accumulated compensatory time-off exceed two hundred forty (240) hours, which represents compensation for one hundred sixty (160) hours of overtime. An employee whose work regularly includes public safety, emergency response, or seasonal

activities may accumulate a maximum of four hundred eighty (480) hours of compensatory time, which represents compensation for three hundred twenty (320) hours of overtime. If an employee accrues the maximum number of compensatory time-off hours, the employee: (1) is paid for any additional overtime hours worked, at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.

An employee who has accrued compensatory time-off shall be permitted to use such time in at least half-day components provided such requests do not unduly disrupt CACC's operations. The employee's supervisor must approve a request to use compensatory time-off. Upon termination of employment, an employee will be paid for unused compensatory time at the higher of:

1. The average regular rate received by such employee during the last three (3) years of employment; or
2. The final regular rate received by such employee.

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for purposes of overtime compensation.

## **ARTICLE 5 SALARY PROVISIONS**

### **5.3 ESP SALARIES**

ESP salaries shall be increased according to the schedule below:

2019-2020	75 cents/hour
2020-2021	75 cents/hour
2021-2022	75 cents/hour
2022-2023	75 cents/hour

CACC and CASPN ESP's will receive \$.10 per hour per year for each year of the contract per dissolution of the sick bank.

New hires shall not receive a salary increase until the next fiscal year after employment.

### **5.4 ESP INCENTIVES**

Full-time ESP staff shall receive the following non-cumulative incentives added to the regular salary based on years of service as follows:

10-14 years of service	\$ 400.00
15-19 years of service	\$ 600.00
20-24 years of service	\$1,000.00
25+ years of service	\$1,500.00

The normal contract year for twelve (12) month ESP Staff positions will be two hundred sixty (260) days. ESP's may elect to be paid in twenty-four (24) equal payments.

**ARTICLE 6 FRINGE BENEFITS**

**6.3.1 VACATIONS – TWELVE (12) MONTH ESP STAFF**

Vacation days for all full-time regularly employed ESP employees shall be provided according to the following schedule:

After one (1) full year of continuous service	five (5) days
After two (2) full years of continuous service	ten (10) days
After five (5) full years of continuous service	fifteen (15) days
After fifteen (15) full years of continuous service	twenty (20) days
After twenty (20) full years of continuous service	twenty-five (25) days

Vacation days for twelve (12) month ESP employees will be requested through the employee’s immediate supervisor subject to final approval by the Director.

Emergency use of accrued vacation days before the end of the fiscal year will be subject to approval by the Director.

Accumulated vacations days must be used within one (1) year and may not be carried over to the following year.

If an observed holiday occurs during the vacation leave, an additional day of vacation leave shall be granted.

Upon termination of employment, any current and unused vacation days will be reimbursed at the individual’s rate of pay.

Vacations must be taken in full or half day increments.

**6.3.4 RETIREMENT BONUS – IMRF EMPLOYEES**

Full-time ESP employees shall be eligible for a 3% retirement bonus for a maximum of two (2) years after twenty (20) years of continuous service by the intended date of retirement from the Center. In order for the employee to qualify for the retirement bonus, the following conditions must be met:

1. The employee must be at least fifty-five (55) years of age and qualify for retirement under the Illinois Municipal Retirement Fund (IMRF).
2. The employee must provide verification of the number of years of employment to the Illinois Municipal Retirement Fund.
3. The employee must submit an application to the Director for the retirement bonus prior to April 15<sup>th</sup> of the prior year.

Should the State of Illinois establish restriction to retirement bonuses, the Center agrees to negotiate the impact of such restrictions with the Association.

In no case shall an employee receive more than one bonus.

## **ARTICLE 7 WORKING CONDITIONS**

### **7.3.3 ESP STAFF WORKDAY**

#### **7.3.3.1 OFFICE ESP STAFF**

The standard working day shall be eight (8) hours plus one-half (.5) hour duty-free unpaid lunch. Two (2) fifteen (15) minute breaks will be scheduled during each shift, in coordination with an employee's supervisor, one (1) during the morning and one (1) during the afternoon. Starting time for office ESP's will range between 7:00 – 9:00 a.m. and ending times will range from 3:00 – 5:00 p.m. Supervisory Personnel will assign actual working hours, subject to the approval of the Center Director. Except in emergencies, ESP's will be given a thirty (30) day written notice about a change in work schedules.

#### **7.3.3.2 TEACHING ASSISTANT ESP STAFF**

The standard working day shall be determined by the Director or his/her designee. Hours will be based on classroom needs.

#### **7.3.3.3 BUILDING AND GROUNDS ESP STAFF(CUSTODIAL, MAINTENANCE)**

The standard working day shall be eight (8) hours plus one-half (.5) hour duty free unpaid lunch. Starting time for day shift – 5:30 a.m.-7:30 a.m. and ending times will range from 2:00 p.m.-4:00 p.m. Starting time for night shift will range between 1:00 p.m.-3:00 p.m. and ending times will range from 9:30 p.m.-11:30 p.m. Summer and winter break hours for night shift are 9:30 a.m. – 6:00 p.m.

Two (2) fifteen (15) minute breaks will be scheduled in coordination with an employee's supervisor, one (1) during the morning and one (1) during the afternoon.

#### **7.3.3.4 SECURITY STAFF**

The standard working day shall be eight (8) hours plus one-half (.5) hour duty-free unpaid lunch. Starting time for security will be 7:30 a.m. and ending time is 4:00 p.m. Security staff will work the same calendar days as the CACC teachers. Two (2) fifteen (15) minute breaks will be scheduled in coordination with an employee's supervisor, one (1) during the morning and one (1) during the afternoon. Security staff does not include the School Resource Officer (SRO).

#### **7.3.3.5 SNACK BAR**

For the Snack Bar Coordinator, the standard working day shall be eight (8) hours plus one-half (.5) hour duty-free unpaid lunch. Starting time for Snack Bar Coordinator is 6:30 a.m. and ending time is 3 p.m. The standard working day for the Snack Bar Assistant will be determined by the Director. Snack bar staff will work the same calendar days as the CACC teachers.

Twelve (12) month employees are expected to report to work each regularly scheduled day. If the CACC business office is open and a twelve (12) month employee does not report for work due to inclement weather, the employee must use a personal leave or vacation day. In the event that all personal leave and vacations days have already been used, one (1) day's pay will be deducted for each day the employee does not report for work.

**7.5 UNIFORMS (CUSTODIAL, MAINTENANCE, SECURITY & SNACK BAR)**

Three (3) sets of uniforms (shirt and pants) will be provided to custodial, maintenance, snack bar, and security staff employees per fiscal year. All custodial, maintenance, snack bar, and security staff must wear the provided uniforms when students are present.

**ARTICLE 8 DISCIPLINE**

**8.5 ESP PROBATIONARY STATUS**

A new hired employee shall be considered to be a probationary employee for the first sixty (60) calendar days of his/her employment, and within that period may be discharged at any time without notice, compensation or assigning any reason whatsoever. Upon completion of the probationary period, an employee shall be placed on permanent status and may be terminated for cause upon action of the Executive Council. (Employees changing job categories shall begin a new probationary period.)

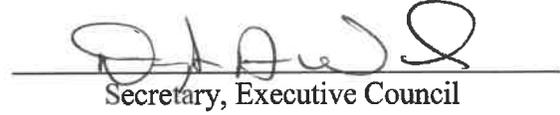
**MEMORANDUM OF AGREEMENT**

For the Career Education Association

For the Capital Area Career Center

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chair, Executive Council

  
\_\_\_\_\_  
Secretary, Executive Council

8-13-19  
\_\_\_\_\_  
Date

8-13-19  
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Date