

AGREEMENT BETWEEN
EVANSTON TOWNSHIP H.S. SUPPORT SYSTEMS ASSOCIATION-IEA/NEA
and
BOARD OF EDUCATION OF SCHOOL DISTRICT #202
EVANSTON, COOK COUNTY, ILLINOIS

July 11, 2022 - June 30, 2027

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ARTICLE I

RECOGNITION

I.1 Bargaining Unit

The Board of Education of School District #202, Evanston, Cook County, Illinois, hereinafter referred to as the "Board," recognizes the ETHS Support Systems Association/IEA/NEA, hereinafter referred to as the "Association," as the exclusive negotiating agent for all paraprofessionals, instructional and informational specialists, secretaries, administrative assistants, and special staff, and excluding custodians, building engineers, student management personnel, and personnel in the Superintendent's Office, exempt personnel in the Business Office and the Human Resources Department, and all supervisory, confidential and managerial employees as defined in the Illinois Educational Labor Relations Act.

I.2 Exclusivity

The Board agrees not to negotiate with any other employees' organization nor any employee with regard to matters covered herein.

I.3 Definition of Term "Employee"

As used in this Agreement, the term "employee" covers all persons in the bargaining unit described in 1.1, except when the term "Secretaries" or "Secretary," "Administrative Assistant," "Special Staff," and "Paraprofessional" shall be used to indicate terms exclusive to only one category of employee in the bargaining unit.

I.4 Definition of Term "Days"

The Board and the Association recognize that "days" in this Agreement signifies regularly scheduled days of office hours, regardless of ten or twelve month appointments, whether students are in attendance or not, but excluding official holidays in the school calendar and any extra granted by the Board on extraordinary occasions.

ARTICLE II

ASSOCIATION AND EMPLOYEE RIGHTS

II.1 Attaining Objectives

Attainment of the educational objectives of the District is enhanced by mutual understanding, cooperation, and communication between the Board, the Administrative staff, and employees.

II.2 Non-Discrimination

In accordance with applicable law, the Board shall not discriminate against any employee for reasons of race, creed, color, sex, sexual orientation, gender identity, age, national origin, disability, or marital status.

II.3 New Employees/Resignations

The Board shall furnish the Association President or designee with a listing of new employees and/or resignations of the unit immediately following Board action.

II.4 Board Meetings

A designated representative of the Association shall be considered a source of information during School Board meetings.

II.5 Association Meetings

The Association shall be permitted to hold monthly meetings on the second Monday of each month from 2:30-3:30 p.m. unless there is an all-staff meeting, department meeting, or required training (e.g., Wildkit Futures Day, SAT, etc.), in which case the meeting will be held on the following Monday. Nothing in this section impacts or supersedes Article IV, Section 4.7A and Section 4.7B/Hours of Employment for Paraprofessionals, Secretaries and Special Staff.

II.6 Meeting Places

The Board shall allow the Association to use the school building for meetings of the Association upon advance written request to the Superintendent or designee on a space available basis. Further, for the purpose of executive board meetings, a room shall be designated for the Association exclusively and shall contain a telephone and meeting room furniture.

II.7 Employee Orientation

The Association and the Employer agree that, at the request of the Association, a reasonable time (up to one [1] hour) will be made available during New Staff Orientation for Association purposes. When new personnel are employed after the

New Staff Orientation, the Association shall be notified of his/her employment and provided the opportunity to meet with the new employee within three (3) days of his/her starting employment date.

II.8 Dues Deduction

The Board shall deduct from each employee's pay the current dues of the Association, provided the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall be annually certified by the Association. Upon receipt of any revocation, the Board shall notify the Association of same. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions are made.

ARTICLE III

NEGOTIATION PROCEDURES

III.1 Designated Representatives

Designated representatives of the Board and Association, empowered with the authority to negotiate for the respective parties, shall meet as provided herein to negotiate a successor Agreement, as provided under the Illinois Educational Labor Relations Act (IELRA).

III.2 Commencement of Negotiations

If negotiations are requested by either party on matters specified in the IELRA, such negotiations shall begin no later than April 15th, with meetings held as necessary at times and places to be agreed upon by the Board and the Association.

III.3 Tentative Agreements

Tentative agreements reached by the parties during negotiations shall be, wherever possible, reduced to writing and acknowledged by both parties.

III.4 Information

The Association shall be furnished on written request to the Superintendent or designee, the current audit, adopted budget, and other public information concerning the financial condition of the District which is regularly and routinely prepared and which is relevant to negotiations. The Association shall furnish copies of any pertinent information as reasonably requested by the Superintendent. Nothing herein shall require the research or assembling of information.

III.5 Mediation

- If agreement is not reached on all items within ninety (90) calendar days following the onset of negotiations and all items have been thoroughly discussed with no apparent reconciliation of differences being possible, either party may declare to the other that an impasse exists and call for mediation as a means of attaining resolution of the item(s) in dispute.
- The Federal Mediation and Conciliation Service (FMCS) shall be requested to furnish a mediator. If FMCS is unable or unwilling to furnish a mediator within fifteen (15) employment days, the parties shall join in a request to the American Arbitration Association to promptly furnish a panel of mediators from which a selection shall be made in accordance with its practices.
- The mediator shall have the authority to confer separately or jointly with the parties, review pertinent data, and make suggestions and recommendations for settlement, provided the mediator shall not make public any recommendations without the written assent of the parties.

III.6 Costs

The cost of the mediator shall be shared equally by the parties. Costs for consultants chosen by the party shall be borne by that party.

III.7 Illinois Educational Labor Relations Act

The parties recognize that this article is subject to the provisions of Section XII of the Illinois Educational Labor Relations Act. However, unless inconsistent or impermissible under Section XII, the provisions of this article shall control.

III.8 Negotiations Leave

Up to six (6) days leave per year shall be granted to each of up to six (6) members of the Association's professional negotiating committee by applying to the school's Assistant Superintendent for Human Resources or designee. Such leave days may be used at the discretion of the Association and shall incur no loss of pay. The cost of substitutes, if necessary, shall be paid by the Association.

III.9 Copies of Agreement

The newly negotiated Agreement shall be made available online by the District within ninety (90) working days after ratification by the Association membership and approval by the Board. An electronic link will be distributed to the District's established email alias for support staff employees. The Association shall be given twenty (20) copies of the Agreement.

ARTICLE IV

WORKING CONDITIONS

IV.1 Association Notification of Working Conditions Changes

When matters affecting the working conditions of employees are considered by the Board, prior to any final vote thereon, the Association President or designee shall be afforded an opportunity to present a statement to the Board and to make recommendations with respect to such matters. Prior to such consideration by the Board, the Superintendent or designee shall make a reasonable and timely effort to advise the Association President of the likelihood of such being considered by the Board and provide opportunity to discuss said matter

IV.2 Change in Employee Responsibilities

If the responsibilities of any employee are changed or increased during the term of this agreement, causing a substantial hardship on the employee, an appeal may be made to the Superintendent or designee who should confer with the employee, an Association representative if requested by the employee, and any appropriate administrator(s) in an effort to resolve the problem.

IV.3 Protection in the Event of Complaints

If a consequential complaint about the performance of duties by an employee shall be received by the Board of Education or any supervisory or administrative agents of the Board, the employee shall be promptly advised of the complaint. No definitive disciplinary action shall be taken against the employee without first providing the person an opportunity to review the written complaint and to present views on events surrounding the complaint. In an effort to maintain confidentiality employees are prohibited from making contact at any time with the complainant. The employee shall have the right to have a representative of the Association present at any stage of disciplinary procedure involving the employee and at any meeting where the employee presents views on any alleged complaints or at any conferences or meetings at which it might reasonably be anticipated that some disciplinary action would occur; i.e., dismissal, suspension or loss of benefits.

IV.4 Personnel File

Employees shall have the right, upon request, to review the complete contents of their entire personnel file except pre-employment information. A representative of the Association, at the Employee's request, may accompany the Employee in this review. Such review shall occur during normal business hours and upon the giving of twenty-four (24) hours' advance notification. In the event of an emergency situation (related to disciplinary action), the file shall be made available immediately upon request. An Employee of the Board may be present during such review.

Nothing shall be permanently removed from the file without the consent of the Board and the Employee.

Materials related to discipline or reemployment may not be placed in the employee's personnel file without promptly giving the employee a copy and an opportunity to place a written response to this material in his/her file. Such response shall be submitted within fifteen (15) employment days of the date the copy of the original entry was given to the employee.

IV.5 Job Classification

Job descriptions will be updated as needed within one year of contract execution. Job descriptions and classifications shall reflect the workload and responsibilities of Employees. The Association shall be provided a copy of each Employee's job description.

If Employees believe that their job should be reclassified because of a substantial increase or change in job duties and/or responsibilities, they must submit a written request to the Assistant Superintendent for Human Resources or designee, together with a full statement of facts upon which the request is based, no later than May 1st. The Assistant Superintendent for Human Resources or designee shall meet with the Employee and, at the option of the Employee, with a representative no later than June 1 of the year the request is submitted to review the request for reclassification. The Assistant Superintendent for Human Resources or designee shall submit a written response to the Employee and to the Association within ten (10) working days of the meeting. The response, if the request is denied, shall include the reasons for the denial. The Employee and/or the Association may submit an appeal of a denial for reclassification to the Superintendent for review within five (5) working days of receipt of the denial. The Superintendent shall meet with the Employee and the representative within ten (10) working days of receipt of the appeal. The Superintendent shall submit a written response to the Employee and to the Association within ten (10) working days of the meeting. The response, if the appeal is denied, shall include the reasons for the denial. The Association may submit any denial for reclassification to arbitration in accordance with Article VII, Section 3, fourth step. Any reclassifications will be made at the beginning of the fiscal year for twelve (12) month employees and at the beginning of the school year for ten (10) month employees, or as soon thereafter as any appeals are resolved.

IV.6 Salary Payments

Employees shall be paid bi-weekly; in the event a pay date falls on a holiday, employees shall be paid on the last school day immediately preceding the holiday.

IV.7 10-Month Employee Work Year

The official work year calendar will be established annually and posted online by May 1 for the following school year.

There are three official work year calendars for “10-month” employees:

- **Special Staff**
 - the work year starts on the first day of opening institute in the fall and ends one week after the last student attendance day (not to exceed 185 work days).
- **Secretary and Special Staff**
 - the work year starts on the first day the department office opens in August and ends one week after the last student attendance day (not to exceed 195 work days).
- **Paraprofessionals**
 - the work year starts on the first day of opening institute in the fall and ends on the last day of student attendance (not to exceed 185 work days).

IV.8 Hours of Employment

A. Paraprofessionals

Classroom paraprofessionals, one-to-one paraprofessionals, job coaches, pool paraprofessionals and orthopedic paraprofessionals will now work eight (8) blocks on Wildkit Mondays (or if a Wildkit Monday schedule is moved to another day of the week) or four (4) blocks on regular schedule days. The schedule for this group is 8:00 am to 3:35 pm, with one (1) lunch block on Wildkit Monday schedules and one (1) lunch block on regular schedule days. The breaks for this group occur between 3:35 pm and 4:00 pm, which means this group of employees may leave the building at 3:35 pm.

Non-classroom paraprofessionals, media paraprofessionals, and paraprofessionals working in Central Library, Michael Resource Center, South Technology Center and the Academic Study Centers will work from 8:00 am to 4:00 pm, with one (1) lunch block and two 15 minute breaks during the day. This group of employees are required to stay at work until 4:00 pm.

B. Secretaries/Administrative Assistants and Special Staff

Full-time employees shall work a thirty-seven (37) hour week, Monday through Thursday, for seven and one-half hours (7½) and a seven (7) hour

day on Friday. The seven (7) hour day shall also be in effect during the Winter and Spring vacations.

Breaks: Each full-time employee shall be allowed one (1) fifteen (15) minute rest period each morning and afternoon. Rest areas for employees shall be maintained by the District.

Lunch Periods: Employees are entitled to one (1) hour for lunch. The lunch hour is a scheduled break in the regular hours of the workday and shall be taken in consultation with the employee's immediate supervisor between 11:30 a.m. and 2:00 p.m.

Summer Hours

Four (4) Day Work Week – Monday through Thursday ½ Hour for Lunch

Start Times	Lunch	End Time
7:00 am	½ hour	4:30 pm
7:30 am	½ hour	5:00 pm
8:00 am	½ hour	5:30 pm
8:30 am	½ hour	6:00 pm

1 Hour for Lunch

Start Times	Lunch	End Time
7:00 am	1 hour	5:00 pm
7:30 am	1 hour	5:30 pm
8:00 am	1 hour	6:00 pm
8:30 am	1 hour	6:30 pm

Employee and supervisor will select one (1) option from above. Employee and supervisor must mutually agree on summer hours selected. Notification of when summer hours commence and end must be communicated no later than May 15th.

IV.9 Paraprofessional Days of Employment

- A.** The Paraprofessionals shall work the same number of days per year as the teachers are required to work. All non-attendance days for teachers shall be the same for Paraprofessionals.
- B.** Pay deductions are based on the following formula: Base pay x 1/185 for each day of leave (absence).
- C.** All Paraprofessionals are required to participate in the following faculty activities that fall during their work hours: Institute days and in-service meetings unless otherwise assigned by the Department Chairperson or Director. Paraprofessionals are encouraged to continue to attend Institute days, in-service meetings, as well as faculty and department meetings when they fall after their work day, and will be compensated via timesheet for doing so.
- D.** Paraprofessionals who work in the library may be required to work two (2) days prior to the first day of each new school term to assure that the library is ready to serve students on the first day of student attendance in the school term. Such work shall be paid at the Employee's regular rate of pay or, at the Employee's option, compensatory time.

IV.10 Overtime and Compensatory Time

Secretary/Administrative Assistant/Special Staff employees who work overtime (37 hours per week) shall be granted, at their option, compensatory time off or monetary payment. In both cases, the rate is multiplied by 1.5 x hours overtime worked.

Regular employees shall be given consideration for overtime for jobs they regularly perform prior to the employment of temporary employees.

If a Paraprofessional is required to work more than thirty-seven and one-half (37½) hours in any single week (Monday through Sunday), the Paraprofessional shall have the option of receiving compensatory time or being paid overtime; such rates shall be 1.5 times hours of overtime.

Employees may elect to accumulate up to five (5) compensatory days each school year. Any time earned over five (5) days must be paid and will be paid at 1.5 times. There will be no payout of compensatory time at the end of a school year.

Any compensatory time shall be pre-approved and taken at such time as is determined to be in the best interest of the District. Compensatory time may not be carried over from one school year to the next and will not be paid out at time of separation from the District.

IV.11 Holiday Overtime

If an employee works on any of the holidays, as defined by Illinois School Code, that the District observes, such employee shall be paid at two and a half times (2 ½) the employee's normal rate of pay and be guaranteed a minimum of four (4) hours of paid work.

IV.12 Paid Mandatory Training

Any new employee that has to attend a mandatory training (e.g., New Employee Orientation) outside the normal work day or normal work year will be paid at the employee's per diem rate.

IV.13 Assignments

A. Department Assignments

Paraprofessionals shall be assigned to departments based on the needs of students. If staffing requirements or other unforeseen developments require that such assignment(s) be altered employees shall be given an opportunity to confer with the administrator and, upon written request, be given every consideration for future vacancies in positions for which they are qualified.

B. Contract Renewal/Reduction

Paraprofessionals shall receive written notice from the Board no later than April 1st if their position is to be reduced or eliminated for the following school term, provided this section shall not be applicable to any position dependent in whole or in significant part upon Federal, State or private funds not already appropriated and approved, provided further if such funds are appropriated and approved within ninety (90) calendar days of the notice of termination, the position shall be promptly tendered to the aide who was terminated.

IV.14 Probationary Period/Vacancies

All new Employees shall be on probation for ninety (90) calendar days. The probationary period may be extended up to an additional ninety (90) calendar days. Probationary Employees shall be evaluated formally two (2) times during the first ninety (90) days of employment. There shall be at least fifteen (15) work days between each formal evaluation. If the probationary period is extended, the Employee and the Association will be notified, in writing, of the extension, and the Employee will be evaluated formally at least one (1) time during the next ninety (90) calendar days. All formal evaluations will be in writing, a copy shall be given to the Employee and a conference between the supervisor and Employee shall be held to discuss the evaluation.

If a supervisor believes that an Employee is doing unacceptable work, the reasons therefore shall be set forth on the formal evaluation. Probationary employees are exempt from applying for vacancies.

IV.15 Paraprofessional Certification Requirement

No Employees shall be regularly assigned the duties of a Paraprofessional if they do not meet Paraprofessional certification requirements.

IV.16 Hazardous Conditions

If an Employee becomes aware of an unsafe or hazardous condition, the Employee shall immediately report the condition to their immediate supervisor, who shall evaluate and determine the appropriate and reasonable steps necessary to address the condition.

ARTICLE V

VACANCIES, TRANSFERS, AND ASSIGNMENTS

V.1 Vacancies

Notice of all vacancies in the unit shall be posted online and to the Association President. All vacancies will be posted for a minimum of 10 (ten) days for current employees to have the opportunity to apply.

Employees will have every consideration for any open position they are applying for. The employee must be qualified for the position and an online application must be completed within ten (10) days of posting. All qualified employees submitting applications shall be interviewed by the appropriate administrator or the interviewing committee. Interviews will not be granted automatically based on employment with ETHS.

Vacant positions may be filled by temporary employees for up to ten (10) employment days prior to being posted. Positions shall be filled by permanent employees within a reasonable time after being posted.

V.2 Transfers and New Assignments

A. Voluntary

Employees desiring a lateral transfer (same job category or same position) may submit a written request to the Human Resources Department. Those employees following this process will be interviewed before candidates replying to the posting and shall be afforded every consideration for the transfer if an opening exists and they are duly qualified.

B. Involuntary

Anyone involuntarily transferred or reassigned shall be given every consideration for retransfer or reassignment into vacancies as they become available. If applicable a higher rate of pay shall be effective immediately when the move has been made, except where a temporary transfer or reassignment is made. A conference within ten (10) days of the notification will be held for any employee involuntarily transferred. The Employee shall have the right to have an Association representative be present at all discussions of an involuntary transfer or reassignment.

C. Temporary

A temporary assignment or transfer may last for no longer than fifteen (15) employment days without upgrading of pay, if appropriate.

ARTICLE VI

REMEDATION AND DISCIPLINE

VI.1 Performance Deficiencies

It is usually most desirable to solve performance problems through free and informal communications. If problems persist or are sufficiently serious that dismissal will be considered if they are not resolved, then a formal remediation process shall be invoked by a supervisor to address performance deficiencies of a non-probationary, support staff employee. The following principles will apply to the remediation process:

- The remediation process does not apply if an employee is not meeting District standards of conduct or if the employee is not complying with District rules and regulations. Nothing contained in this remediation section impacts the Board's right to discipline or discharge an employee for just cause or to demote, transfer or dismiss an employee for cause whether or not the remediation process has been utilized.
- The parties shall make a good faith effort to comply substantially with remediation procedures in order to respect the rights of individual employees and management. If the outcome of a remediation process is grieved, failure to comply with timelines and technical procedures may be considered a factor in determining whether action was taken for cause.
- The parties may extend timelines or modify procedures by mutual agreement in order to facilitate fairness, effective and efficient action.
- The Employee is entitled to have Association representation at any step in the remediation process.
- Remediation may be instituted as the result of a "needs improvement" evaluation rating or if there is evidence of poor performance during an evaluation cycle. Two (2) consecutive "needs improvement" evaluation ratings is grounds for dismissal.

VI.2 Remediation Procedures

- The Human Resources Department or the department supervisor will provide written notice to the employee of the time, place, and reason for the initial remediation meeting at least one (1) day in advance of such meeting. Copies of the notice will be provided to the Association representative and a copy will be placed in the employee's file.

- At the initial meeting, the supervisor will inform the employee of the nature of the performance deficiencies and the actions necessary to correct them.
- Within five (5) workdays after the initial meeting, the supervisor will prepare a written memorandum summarizing the performance deficiencies and the course of action required to correct them. The memo will include the tentative date for the follow-up meeting. A copy of this summary will be provided to the Employee who will acknowledge receipt by signing the document. A signed copy will be provided to the Assistant Superintendent for Human Resources or designee.
- The remediation process is 90 calendar days. The remediation process can be extended by mutual agreement. After thirty (30) days, a memorandum from the employee's supervisor will be provided, with the intent of giving the Employee feedback about their progress through the remediation process. No meeting will be required. After sixty (60) days, a meeting will be scheduled to address these issues and a memorandum will follow the meeting.
- After ninety (90) days at the final evaluation meeting, the supervisor shall inform the Employee whether or not performance has been satisfactory. If performance has not improved satisfactorily, dismissal shall be considered.
- Although it is expected that an employee will make reasonable efforts to improve and will receive the full remediation period to do so, if an employee does not make reasonable efforts to improve or demonstrates substantial misconduct or other substantial deficiencies, the remediation period may be terminated early. It is expected that both the Employee and the supervisor will make reasonable efforts to communicate with each other throughout the remediation process regarding the Employee's progress and expectations thereof.
- If remediation is successfully completed and the Employee exhibits the same deficiencies within two (2) calendar years of the completion of the remediation process, no further remediation will be required and dismissal will be recommended without the need for further remediation.

VI.3 Progressive Discipline

A. Disciplinary Action

The District has the right to take appropriate disciplinary action against any employee to resolve undesirable incidents or behavior(s). It shall be done in a professional and timely manner. The parties recognize the authority of the Board to suspend, demote, discharge, or take other appropriate disciplinary action against employees for cause. The administrator and/or supervisor, in conjunction with the Human Resources Department, when necessary, will determine appropriate disciplinary action(s). Depending upon the severity of

the offense, progressive disciplinary actions may range from verbal warnings to three (3) levels of written warnings: 1st written, 2nd written, last & final warning and immediate dismissal from employment.

Please note that the severity of the offense will determine which steps will be taken and when such steps will be taken. In the case of immediate dismissals, all relevant facts will be carefully reviewed and the Employee will be given an opportunity to explain the situation before a final decision is reached.

Should an employee consider disciplinary action to be improper, the Employee may appeal the matter in accordance with the provisions of Article VII ("Grievance Procedure"), provided however, any such disciplinary grievance shall be filed within eight (8) days after the Employee receives notification of the discipline. Appeals filed regarding suspensions without pay, demotions or terminations shall be filed at the Third Step of the Grievance Procedure. Intentional misconduct shall generally be subject to discipline. Performance deficiencies shall generally include the failure to develop or implement skills needed to perform the duties of the job satisfactorily.

B. Verbal Warnings

A verbal warning will be issued directly to the Employee with documentation of the warning included in their personnel file.

C. Written Warnings

There are three (3) levels of written warnings: 1st written, 2nd written, last & final warning. Written warnings are given after repeated violation(s) of District policies or procedures and/or after failure to correct unsatisfactory behavior or improve performance to meet District standards in accordance with prior warnings.

Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting documentation. Copies of written warnings and employee rebuttals will be included in the employee's personnel file.

D. Suspension

Continued repeated violations of District policies or procedures and/or after failure to correct unsatisfactory behavior could result in suspension without pay.

E. Termination/Dismissal

If performance and/or behavior is deemed to be unsatisfactory and satisfactory change does not occur, the District may discharge the Employee from employment. Some incidents may result in immediate dismissal depending upon the severity of the offense. Employees can be discharged from employment at any time due to serious and/or repeat infractions of policy and/or procedure.

ARTICLE VII

GRIEVANCE PROCEDURE

VII.1 Definition

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

VII.2 Rights of Representation and Time Limits

- The Association shall have the right to have representation present at all formal grievance meetings.
- Every employee shall have the right to present grievances in accordance with these procedures. Every employee has the right to be represented by an Association representative at all steps of the grievance procedure.
- The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of other employees.

VII.3 Grievance Procedure

First Step. An attempt shall be made to resolve any grievance in informal verbal discussion between the complainant and his/her immediate supervisor.

Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the immediate supervisor or designee. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement upon which the grievance is based and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance, or within twenty (20) days of when the grievant may reasonably have become aware of such event. The immediate supervisor or designee shall make a decision on the grievance and communicate in writing to the employee and the Superintendent within ten (10) days after receipt of the grievance.

Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) days of the immediate supervisor's or designee's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant.

Fourth Step. If the grievance is not resolved satisfactorily at Step Three, the Association may utilize a fourth step of final, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee, to the Superintendent within thirty (30) days from receipt of the Step Three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days. The American Arbitration Association will be requested to provide (a) panel(s) of arbitrators. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Association and the Board shall have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The decision of the Arbitrator shall be final and binding.

- A.** Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.
- B.** The Arbitrator may include his/her award such final reimbursements or other remedies as shall be within his/her sole lawful authority.
- C.** Each party shall bear the full costs for its representation in the arbitration. The cost of the Arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association.

VII.4 Authority of Arbitrator

The Arbitrator's opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the Arbitrator in writing by the Board and the Association, and the Arbitrator's decision must be based solely and only upon the Arbitrator's interpretation of the meaning or application of the express relevant language of this Agreement.

VII.5 Grievances Filed Directly at Third Step

If the grievance shall arise from a determination above the immediate supervisor's or designee's level, it shall initially be filed at the third step.

VII.6 Definition of “Days”

As used herein, “days” shall mean all employment days, except that for ten (10) month employees the days that the business office is open after the close of the academic year shall be counted.

ARTICLE VIII

SENIORITY AND REDUCTION-IN-FORCE

VIII.1 Seniority

Three (3) seniority lists shall be published by December 1st of each year, one for the special staff employees, one for secretaries/administrative assistants, and one for Paraprofessionals, specifying order of seniority denoted in numerically ascended order with the most senior person on each list having the number one (1) position, the next in seniority the number two (2) position, and so on in strict sequential order. Each employee's job classification shall be listed beside the seniority number, name, and date the employee entered into the bargaining unit. The list shall be dated and signed at the bottom of each page by the Assistant Superintendent for Human Resources and furnished to the Association by December 2nd of each year. If the District transfers an employee into the Association, they will be allowed to maintain their building seniority and be added to the appropriate seniority list in the appropriate date order.

VIII.2 Reduction in Force

If the Board determines that a reduction in force is necessary, employees shall be laid off by category, starting with the employee with the highest number followed by the one with the next highest number in strict sequentially descending order of inverse seniority, the last hired, the first laid-off, provided, however, an employee with two or more years of seniority in one category who is laid off from said category shall replace, if currently qualified, the least senior employee, if there is one, in another category with less than two years of seniority. An employee with seniority in another category may not replace an employee in another category with two or more years seniority. Notwithstanding the foregoing, the order of reduction may be altered subject to the Board's Affirmative Action Policy.

VIII.3 Recalls

Any employee honorably dismissed shall be listed on a "Recall List" in order of dismissal by category. Recall rights exist for fifteen (15) months after termination date. The name and the title of the department in which that employee has seniority will be listed. A copy of the "Recall List" shall be sent to the Association President as additions and deletions are made in the master recall list. Recall shall be in reverse order of dismissal, as indicated on the "Recall List," and according to the department in which the employee had seniority. In cases of switching employment categories seniority is portable, determined by the original hire date. An employee shall be notified of a recall by certified mail. This letter will be sent to the last known employee address on file with ETHS. If an employee fails to respond affirmatively within fifteen (15) calendar days after the receipt of the recall letter, all rights of recall shall be null and void.

Recall shall be in inverse order of layoff by category. Recall rights shall exist for fifteen (15) months after termination date or the employee's length of service, whichever is less. Recall shall be offered by certified mail. Within ten (10) employment days after a recall letter's receipt, or within fifteen (15) calendar days of mailing, whichever shall be the less, the employee must respond to the offer of recall or all rights of recall shall be null and void. If the offer of recall is for a position of lower classification than the one previously held by the employee, a written rejection of the offer shall constitute no loss of seniority for the applicable recall period. Only if an employee rejects an offer in writing or fails to respond to a recall letter for a position similar in classification level or pay than the one previously held shall the Board be released of all responsibility to offer any further recall during the recall time. Copies of each recall letter shall be furnished to the Association President or designee.

An employee who is recalled to a classification higher than the one previously held shall have ten (10) employment days to demonstrate an ability to perform all requisite duties (provided such ten (10) day period may be extended at the option of the supervisor), and if determined to be inadequate, the employee shall retain all rights of recall for fifteen (15) months or the length of the employee's service, whichever is less, provided such employee need not thereafter be recalled to any opening in a classification higher than the one previously held.

In the event all reduction-in-force procedures have been fairly applied and vacancies remain unfilled, reduced-in-force special staff, secretaries/administrative assistants, paraprofessionals or aides shall be given every consideration for filling these positions if duly qualified and experienced. The skill level for a special staff, paraprofessional or aide person to fill a secretarial/administrative assistant position shall be evaluated when being interviewed for a secretary/administrative assistant position.

In cases of switching employment category seniority is strictly portable, determined by first hiring date.

Reduced-in-force employees shall be responsible for advising the Assistant Superintendent for Human Resources of their legal address in writing. Failure to do so shall release the Board from all responsibility to recall any employee who has not fulfilled this condition.

VIII.4 Effective Date of Reduction in Force

Dismissals based upon a reduction-in-force shall not be effective until at least twenty (20) calendar days following Board action on the reduction-in-force.

VIII.5 Effects of Layoff

In accordance with applicable federal and state law, an employee who is or has been laid off because of a reduction-in-force shall be eligible to continue participation in the District's group hospitalization and major medical insurance program by paying in advance the applicable monthly premium.

If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored. Dismissals based upon reduction-in-force shall not be effective until at least twenty (20) calendar days following Board action that a reduction-in-force is necessary.

VIII.6 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to affirmatively respond within ten (10) calendar days after receipt of notice of recall;
- (g) is laid off for a period of fifteen (15) months or the length of service, whichever is less;
- (h) does not perform work for the District for a period in excess of fifteen (15) months, provided, however, this provision shall not be applicable to absences due to military service, established work-related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for three (3) consecutive working days without notifying the direct supervisor and Human Resources.

Employees who establish to the Board's satisfaction that their absence under subsections (e) and (f) or their failure to notify under subsection (i) was clearly due to circumstances beyond their control shall not be terminated under this Section.

ARTICLE IX

LEAVES

IX.1 Sick Leave

A. Secretaries/Administrative Assistants/Special Staff/Paraprofessionals - Regular Full Time 10 & 12-Month Employees

1. Regular sick leave may accumulate to one hundred eighty (180) days for all employees. After one (1) year of service an employee, on July 1 of each year, shall be granted twelve (12) days of sick leave, if a twelve (12) month employee, and ten (10) sick days, if a ten (10) month employee.

2. Regular sick leave and extended sick leave shall be computed in units of half days.

3. An employee with five (5) or more years of continuous employment would have the option to be paid out up to half of all earned unused regular sick time. Any time not paid out, will be reported to IMRF.

Any earned unused extended sick leave balances will be reported to IMRF and are ineligible to be paid out.

4. For involuntary separations, all earned unused regular sick and extended sick leave balances will be reported to IMRF.

5. Regular sick leave may be used for personal illness or for death and illness in the immediate family. The immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians (as defined in the Illinois School Code). When an employee has been absent due to illness or used sick leave time for three (3) or more consecutive workdays, the employee must provide documentation to Human Resources from a licensed medical practitioner/physician in order to return to work. Bereavement leave will be administered in accordance with Board policy.

6. When a new employee's date of hire is on or before the 15th of the month, the employee is credited with/granted one (1) full sick day for that month. When a new employee's date of hire is after the 15th of the month, the employee is credited with/granted one-half (.5) sick day for that month.

B. Extended Sick Leave

Extended sick leave shall not be applicable to absence due to vasectomy, cosmetic surgery, or any other procedure which may be safely deferred until a vacation or recess period, provided the limitations of this subsection shall not be applicable to atypical complications which may arise from the foregoing.

After one (1) full year of service, all full-time employees shall be granted ninety (90) days of extended sick leave during the employee's employment in the District. An additional five (5) days will be added to the extended sick leave on an annual basis up to a cap of 180 days for ten (10) month employees and 240 days for twelve (12) month employees. An employee may utilize extended sick leave with the eleventh (11th) day of continuous illness or disability and/or after twenty (20) days of absence for the same or related illness or disability in a single school year with documentation from a licensed medical practitioner/physician.

C. Probationary Employees

Probationary employees shall be granted one (1) regular sick day per month. Only regular sick days earned can be utilized. When the probationary period is successfully completed, one (1) regular sick day per month shall continue to be added to the employee's available regular sick leave, but only days earned can be used as regular sick leave until the employee has served one (1) year in the District. Part-time employees earn regular sick leave prorated on the same accumulated basis.

Part-time regular employees after the first year of service are granted sick leave on the same terms, except that the amount is prorated on the percentage of assignment regularly worked.

IX.2 Personal Leave

A. Secretaries/Administrative Assistants/Special Staff

Three (3) days of personal leave shall be granted annually, accumulative to a total of six (6) days, to each non-probationary employee for the purpose of attending to matters which cannot be handled during non-school hours or days. Requests for such leave shall be made using the District's online absence management system. In the event the online absence management system cannot be accessed for any reason, the employee must complete an Absence Request Form. Personal leave must be approved by the employee's immediate supervisor and requested at least five (5) employment days in advance, except in an emergency when the advanced request requirement shall be waived and the request shall be made as soon as possible. Unused personal leave days shall accumulate as sick days.

B. Paraprofessionals

Three (3) days of personal leave shall be granted annually, accumulative to a total of six (6) days, for the purpose of attending to matters which cannot be handled during non-school hours or days. Requests for such leave shall be made using the District's online absence management system. In the event the online absence management system cannot be accessed for any reason, the employee must complete an Absence Request Form. Personal leave must be approved by the employee's immediate supervisor and requested at least five (5) employment days in advance, except in an emergency when the advanced request requirement shall be waived and the request shall be made as soon as possible. Such leave shall not be available during the first five (5) days or last five (5) Paraprofessional employment days or during the week preceding or following Fall Break, Winter Break, or Spring Break. Exceptions may be made to the personal day policy for emergencies or religious observation. Personal leave shall not be utilized at any time for any activity for which the employee will receive profit or compensation or for participation in any work stoppage or controversy between an employer and its employees. Unused personal leave shall accumulate as sick leave.

IX.3 Disability Leave and Disability Stipend

If an employee has exhausted all regular sick leave and extended sick leave and is eligible for temporary disability benefits under IMRF, the employee shall be placed on disability leave. Disability leave will be terminated whenever an employee qualifies for permanent disability under the Illinois Municipal Retirement Fund.

IX.4 Maternity and Child-Rearing Leave

1. An employee shall be granted a maternity and child-rearing leave, at the discretion of the Board, subject to the following:
 - a. The employee shall advise the Superintendent or designee of the fact of pregnancy no later than the fourth month of pregnancy and shall provide a written statement from a physician indicating the expected date of delivery and the opinion that the employee may safely continue employment, including the performance of all regular duties.
 - b. Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child.
 - c. The employee and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave. The employee, in consultation with a physician, will determine the date at

which the maternity leave will begin. The leave shall not exceed the balance of the school year in which it is commenced and one additional school year. A notice of intention to return shall be included in the plan and communicated to the Superintendent or designee no later than the last day of February of the school year before the intended return. Failure to provide such notification shall be treated as the submission of a resignation from employment with the District.

- d. Employees may use up to twelve (12) weeks of accumulated sick leave from the date of birth for a paid maternity and child rearing absence. Any time away from work after twelve (12) weeks will be in an unpaid status. If a 12-week, paid leave is requested, the first six (6) weeks may be taken intermittently consistent with state law, but the additional six (6) weeks must be taken consecutively (i.e., a consecutive 6-week period).
 - e. Employees who have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours may also request a leave under the provisions of the Family and Medical Leave Act (which is up to 12 weeks of unpaid leave).
- 2. An employee who shall adopt a child shall likewise qualify for maternity and child-rearing leave as hereinbefore set forth, except that the initial notice shall be given upon the approval of the application for adoption. It is recognized that adoptive procedures are often lengthy and the exact date of receipt of the child frequently cannot be accurately determined. However, for planning purposes, the employee must notify the Superintendent or his designee of the date the child is expected to be received and if the date changes, the employee must notify the Superintendent of the change. This change must be mutually agreeable to the Superintendent and the employee.
 - 3. An employee not desiring maternity or child rearing leave may utilize accumulated sick leave during the period of disability after the birth of the child. If such employee shall have exhausted accumulated sick leave, the employee shall be granted a leave of absence without pay during such period of disability. Any employee may utilize accumulated sick days for any period of disability related to the pregnancy.
 - 4. An employee shall be granted a paternity and child-rearing leave, at the discretion of the Board, subject to the following:
 - a. An employee who has fathered (paternity) a child shall be granted, upon written application to the Superintendent or designee at least ninety (90) calendar days in advance of the birth of the child, a child-rearing leave of absence.
 - b. Employees may use up to twelve (12) weeks of accumulated sick leave for a paid maternity and child rearing absence. Any time away from work

after twelve (12) weeks will be in an unpaid status. If a 12-week, paid leave is requested, the first six (6) weeks may be taken intermittently consistent with state law, but the additional six (6) weeks must be taken consecutively (i.e., a consecutive 6-week period). The employee and the Superintendent or designee shall agree in advance upon a plan for such leave as provided in paragraph 1 of this section.

- c. Employees who have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours may also request a leave under the provisions of the Family and Medical Leave Act (which is up to 12 weeks of unpaid leave).

IX.5 Public Office Leave

A leave of absence without pay may be granted to any employee upon written application to the Assistant Superintendent for Human Resources or designee for the purpose of serving in a state or national public office, to the extent necessary. To qualify for all such leaves of absence, the employee shall state the intention to return to the District.

IX.6 Leave of Absence

A leave of absence for up to one (1) school year without pay may be granted to any employee upon written notice and approval by the Board of Education. Such leave shall be without precedential effect. To qualify for all such leaves of absence, the employee shall apply no later than February 15th of the school year before the intended leave and shall state their intention to return to the District no later than February 15th of the school year before the intended return. Failure to provide such notification shall be treated as the submission of a resignation from employment with the District.

IX.7 Jury Duty

Employees called to jury duty shall be granted such leave to fulfill their civic responsibilities. An employee who is called to jury duty shall promptly notify the immediate supervisor, shall submit a summons to Human Resources, and shall suffer no loss in pay.

IX.8 Holidays & Breaks for All 10- and 12-Month Secretaries/Administrative Assistants and Special Staff

Employees shall be granted all holidays listed on the current school calendar. All employees are required to work the full day on all institute, open house, early dismissal, late start, and Wildkit scheduled days (unless otherwise directed by the District).

All employees receive full compensation for Fall Break, Winter Break, and Spring Break.

If an office is in need of assistance during these breaks, the department supervisor will provide the District with a list of any employees willing to work. If approved by the District, employees will have the option to be compensated for this time at their per diem rate or with compensatory time.

IX.9 Association Leave

The President, Vice President, Secretary, Treasurer, and IEA Regional Council Representatives of the Association shall be granted one (1) hour released time per month to attend to Association business. Should any Employee(s) be elected a delegate to the IEA or NEA Representative Assemblies, the Employee(s) shall be granted release time to attend such meetings when scheduled during a work day.

IX.10 Family and Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accordance with what is legally permissible under the Act.

ARTICLE X
SALARY AND RELATED BENEFITS

X.1 Compensation

A. Salary Structure

For the 2022-2023 school year, the following tiered raises are in effect.

Three tiers based on hourly wages will receive an increase of 7% (currently less than \$24/hour), 5% (currently less than \$28/hour), 3% (currently \$28 or more per hour).

Salary increases for the remaining years of the contract are as follows:

2023-2024	2024-2025	2025-2026	2026-2027
3.5%	3.25%	3.5%	3.75%

When new employees are hired, the District will use the following base salaries per category:

\$21/hr (Paraprofessional, Intermediate Secretary, Special Staff II, & Special Staff III)

\$23/hr (Paraprofessional with BA, Advanced Secretary, & Special Staff IV)

\$25/hr (Paraprofessional with MA & Administrative Assistant)

\$26/hr (Special Staff V)

Base increases by half of wage increases each year (e.g., in 2023-2024, the base hourly wage for a paraprofessional would be \$21 x 1.0175 (1.75%), which equals \$21.34).

[Support Staff Wage Calculator](#)

B. Coverage for Extra Periods

Paraprofessionals who are licensed teachers or licensed as substitute teachers who perform substitute instruction in addition to their regular duties shall receive \$60 per block on block schedule days and \$30 per block on days that follow the Wildkit Monday schedule or equivalent.

Study Hall Specialists and Alternative Learning Center Specialists shall be paid an additional \$10 per block or \$80 per day for additional coverage when covering for absent staff and extra classes of students.

Study Hall Specialists and Alternative Learning Center Specialists shall be paid an additional \$10 per block or \$80 per day for additional coverage when covering for absent staff and extra classes of students.

C. Salary upon Promotion to a Higher Paying Category

If an employee applies for and is chosen for a job at a higher level, the appropriate salary will be decided by the Assistant Superintendent for Human Resources in consultation with the Association President as if the employee were a new employee.

D. Category Placement for New Bargaining Unit Classifications

Before the Board establishes a new bargaining unit job classification, the Board will discuss with the Association the appropriate Category for the new job classification. If the parties are unable to agree on the appropriate Category, the Board shall place it in the Category that the Board believes is appropriate based on consideration of both internal comparability with existing bargaining unit job classifications and external labor market considerations. If the Association believes that the Board has acted arbitrarily or capriciously, the Association may submit a grievance directly at the Third Step of the Grievance Procedure.

E. One-Time Performance Stipends

Commencing with the 1996-97 fiscal year, the Board shall set aside not more than an aggregate of \$1,500 for possible disbursement as one-time stipend(s) to employee(s) who on their own initiative outside their normal duties and responsibilities have made suggestions which have resulted or will result in demonstrable savings and/or benefits to the District. Applications for consideration for such a stipend shall be submitted in writing by the date established by the Board. The decision will be based on whether or not to grant a stipend by the Board, and if so, the amount of said stipend shall be final and binding and shall not be subject to the grievance and arbitration procedure. Any stipend awarded to an employee shall be a one-time amount and shall not be made part of the employee's base salary for any purpose.

F. Longevity Payment

Longevity stipends will be paid on an annual basis and in one lump sum to employees who have completed their required years of service by October 1st. The payment will be paid by November 30th. If the employee has not reached their required years of service by October 1st, they must wait until the following year in order to begin to receive longevity pay. Granted leaves of absence, reduction-in-force, layoffs, and rehires do not interrupt service.

Years of Consecutive Service at ETHS	Longevity Payment/Stipend
10	\$500
15	\$800
20	\$1,300
25	\$1,800

G. Work Beyond Normal School Term

1. All work assigned beyond the normal school term shall be paid at the Employee's full per diem rate.

2. Paraprofessional Summer School Employment

When summer school is offered, the District has the discretion to select and approve paraprofessionals who are fully qualified to work in the courses offered. Paraprofessionals currently employed at ETHS will be given preference over outside applicants. A paraprofessional currently employed at ETHS denied summer school employment for two (2) successive years is entitled to a written reason or reasons from the Director of Summer School and the right to appeal such denial.

3. Paraprofessional Compensation for Summer School

FY23 and FY24: \$21/hour FY25 - FY27: \$22/hour

4. Summer School Committee

One (1) paraprofessional shall be added to the Summer School Committee. The Summer School Committee shall meet annually after the completion of summer school to review the process and suggest changes for the following year.

H. Part-Time Employees

Part-time employees shall receive salary pro rata. Employees who are employed for less than full-time but at least fifty percent (50%) of the time, shall receive insurance benefits pro rata, provided such employee was employed before September 29, 1976, they shall receive the same amount as full-time employees.

I. Salary Following Voluntary or Involuntary Transfer to a Lower Level Position

Employees transferred involuntarily to a lower-paid position will experience no loss of salary. For employees moving voluntarily to a lower-paid position, the appropriate salary for the new position shall be determined by the Assistant Superintendent for Human Resources or designee based on the employees' experience relevant to the new position.

J. Placement of New Hires on Salary Structure

New hires shall be hired at the agreed-upon base salaries in X.1.A. The District may consider experience and years of service credit in offering a salary up to 30% above the base without consulting with the Association. If the District believes the placement should be at a higher rate than provided above, the Association shall be consulted. In any situation where the Association must be consulted but does not agree with the District's placement, such placement will be subject to the Association's right to grieve the decision. Agreed criteria for placement of new hires shall be developed jointly by the Association and Board.

K. Salary following Reclassification

When a reclassification of a position is executed the employee shall receive no less than an increase of \$750.

X.2 District-Sponsored Athletic Contests

Employees and their immediate families, plus one friend, shall be admitted free to all District-sponsored athletic contests.

X.3 Stipends

- A) Employees who perform duties described in Appendix B (Stipend Schedule) of the Teachers' Council Agreement shall be paid the stipend set forth therein.

B) Personal Hygiene Stipends

Paraprofessionals assigned to the Special Education department and tasked with personal hygiene (including toileting) duties shall receive a stipend. The partial personal hygiene support stipend is \$3,000/year (\$40/day for paraprofessionals who sub for another paraprofessional), and the full personal hygiene support stipend is \$4,000/year (\$50/day for paraprofessionals who sub for another paraprofessional). This stipend shall not apply to Orthopedic Aides.

X.4 Vacations

A. Full-Time Twelve-Month Vacation Earned

<u>Length of Service</u>	<u>Vacation Earned</u>	<u>Rate Accrued*</u>
Less than one (1) year **		
One (1) completed year of continuous service, but less than four (4)	10 days	(1 day)
Four (4) completed years of continuous service, but less than nine (9)	15 days	(1.5 days)
Nine (9) completed years of continuous service, but less than nineteen (19)	20 days	(2 days)

* Days accrued monthly between July 1 and April 30

** Employees hired after August 1st are eligible to earn one day of vacation for each calendar month of employment through April 30th.

B. Full-Time Grandfathered Ten-Month Vacation Earned

Ten (10) month employees hired on or before July 1, 1993 shall be eligible for earned vacation based on the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>	<u>Rate Accrued</u>
Fourteen (14) or more completed years	10 days	(1.0 day)

C. Vacation Earned for Employees moving from Ten to Twelve months

Employees who previously worked on a ten-month basis and then transferred to a twelve-month position are given credit for the total number of years employed.

D. Earned, Unused Vacation Day Limit

Every July 1st, earned unused vacation days will be carried over into a last year's vacation bank for one year only. Any unused last year's vacation day balance remaining at the end of each school year will automatically be lost or eliminated. Your last year's vacation bank and your current year vacation bank may not ever exceed a combined total of 35 days.

E. Pay out of Vacation Days

At time of separation from the District, earned, unused vacation time will be paid at the employee's per diem rate in the year the vacation days were earned.

X.5 Vacation for Paraprofessionals

Any full time Paraprofessional employed on a twelve (12) month basis shall receive paid vacation equivalent to that provided twelve (12) month secretary/administrative assistant/special staff employees.

X.6 Special Days Off

From time to time and at its complete discretion, the Board may relieve unit employees of the obligation to work on all or part of a scheduled workday. These days when they occur typically include a January student nonattendance day and a day in July when July 4th falls on certain days. The Association acknowledges that any such days are entirely voluntary on the part of the Board and that they create no practice or precedent requiring their repetition in the future.

ARTICLE XI

FRINGE BENEFITS

XI.1 Insurance Benefits

The Board shall provide the following benefits for all full-time employees. Employees employed less than full-time, but at least 50% shall receive the benefits on a prorated basis.

A. Term Life Insurance

Term life insurance equal to two times the annual contract salary rounded to the nearest five hundred dollars (\$500.00).

B. Group Hospitalization and Major Medical Coverage

For the duration of this contract, the Board of Education will be responsible for paying the following percentages of health insurance premiums:

Plan	Employee	Employee + 1	Family
HMO	95%	80%	80%
PPO	85%	50%*	50%*

*The percentage of the PPO premium paid by the Board of Education will be 70% for employee + 1 and family if the employee's date of enrollment in the plan was prior to December 31, 2001. Parties to a civil union and domestic partners shall be treated the same as spouses with respect to eligibility for insurance coverage to the extent permitted by the insurance carrier and the IRS rules.

1. For those employees electing single health insurance, the Board shall pay 100% of the monthly premium for single dental coverage. Those employees electing "employee+1" or "family" health insurance coverage will pay 100% of the premium for any dental coverage. The Board does not contribute toward this premium.
2. An employee may elect not to participate in these health insurance plans. If an employee waives in writing coverage under any of the group hospitalization and major medical insurance plans/programs offered by the Board, the employee shall be paid \$1,500.00 per school year (pro rata if less than a year).

3. The above provisions relative to life insurance and group hospitalization and major medical coverage shall be applicable through December 31st of each plan year.

C. Flexible Spending Account (FSA)

To the extent permissible by law, the District shall establish and maintain a comprehensive Flexible Spending Account plan that enables employees to make salary reduction contributions on a pre-tax basis for benefits such as:

1. Reimbursement for medical, dental and other health-related expenses to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents for this purpose, pre-tax dollars may not be used for expenses of any dependent who does not meet the IRS definition of a qualified dependent.
2. Reimbursement for qualified dependent care assistance (including both child care and elder care).
3. The election of benefits will be made during the enrollment period established by the Human Resources Department and shall be irrevocable for the balance of the calendar year. However, changes in the type of membership in the insurance program are permitted in accordance with the regulations of the group plan (i.e., for a qualifying change in status).
4. Employees who are employed for less than full-time but at least 50% of the time shall receive these benefits prorated.

D. Liability Insurance

The District shall insure against any loss or liability for employees by reason of death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under direction of the Board of Education.

E. Change in Insuring Companies

Any change in the insuring companies or changes in coverage as negotiated by Teachers' Council shall be part of this contract and notice given to the Union within a week of the final passage by the Board. The parties agree that the health insurance from the Teachers' Council contract will be applicable and become part of this Agreement upon ratification.

F. Insurance Committee

The Union will have up to two (2) representatives on the District Insurance Committee.

G. Workers' Compensation

All school employees are protected under the Worker's Compensation Act in cases of injury or death incurred in line with the usual duties required of the school employee, as provided in the contract or other condition of employment.

If an employee, through no negligence of the employee's own, suffers an accident or illness resulting from assigned duties in school or in extracurricular activities under the direction of the Board of Education, the Board shall recompense the employee the difference between the amount paid by Worker's Compensation (66 & 2/3) and the amount of full compensation during the first thirty (30) calendar days, and no sick leave shall be charged. On the thirty-first (31st) calendar day and each day thereafter, compensation received will equal 66 & 2/3 of the employee's base salary. No benefit days may be used in conjunction with worker compensation payments.

H. Insurance For Employees On Leave

Insurance for employees on unpaid leave of absence will terminate at the end of the calendar month in which the leave commences. If a leave commences at the beginning of a school term, the insurance shall terminate on the preceding June 30th.

If permitted by the insurance carrier, the employee on a leave of absence may continue such insurance in full force and effect by the timely advance payment of all premiums to the Human Resource Office. In such event, the Board shall reinstate all benefits hereunder upon the resumption of employment, or upon July 1st of the calendar year in which leave terminates, whichever shall first occur, provided notice of intention to return to employment has been given as provided in Article IX in this Agreement.

If the employee on leave has not continued such insurance during the period of the leave, the Board shall reinstate all benefits hereunder upon the resumption of employment, or as provided in the preceding subparagraph, or as soon as the insurance carrier shall permit, whichever shall first occur.

I. Insurance For Employees Not Returning To The District

The Board shall pay 50% of the monthly COBRA premium for continued group hospitalization/major medical insurance coverage for the months of July and August for employees not returning to the District for the following school year due to retirement or employees whose resignation is effective at the end of the current school year.

J. Disability Leave

If an employee has exhausted all of the employee's sick leave and is eligible for temporary disability benefits under IMRF, the employee shall be placed on disability leave. Disability leave will be terminated whenever an employee qualifies for permanent disability under the Illinois Municipal Retirement Fund.

K. Annuities

Employees may purchase tax-sheltered annuities. The Chief Financial Officer shall withhold and deposit funds in the amount and with the company selected by the employee from the list of annuities accepted each year by the District.

XI.2 Employee Development Program

The Board of Education recognizes the need to provide employees with an opportunity to attend professional development which will improve and/or enhance the employees' job performance. Further, the Board shall encourage employees to take classes which are job-related and taught at ETHS through the Oakton Community College.

In an effort to encourage professional growth, the Board will provide \$1,250.00 (or a total of \$2,500.00 per year) for college tuition reimbursement each semester. Class work must be related to their position and/or toward gaining an education degree. All coursework/programs must be pre-approved by the Assistant Superintendent for Human Resources or designee. In order to receive pre-approval, the employee must submit coursework/program description at least two (2) weeks prior to the start of class. Employees will receive a response from the Human Resources Office within two (2) weeks after the request is submitted. Denial of the request will be followed by a written response and is not grievable. Tuition reimbursement will be paid upon receipt of official transcripts and a copy of tuition payment made by the employee. In order to receive tuition reimbursement, an employee must have actually paid for the class either with the employee's own money or a loan and received a grade of C or better. Classes must be taken for a grade and not pass/fail. All requests for reimbursements must be made within one (1) calendar year from the completion of the class. The employee development program reimbursement cycle is on the District fiscal year (July 1st through June 30th). The District agrees to allow all employees to take summer courses for reimbursement. The class(es) must begin between July 1st through December 31st or January 1st

through June 30th. Employees must be employed for a minimum of one (1) year (from date of hire) in order to be eligible for the tuition reimbursement program.

The District and the Association agree to form a subcommittee to develop criteria which will address professional development, accreditation for support staff, and other staff advancement issues. The parties will be of equal numbers of representatives of the District and the Association and their work will commence with the completion of the agreement. The results of the work of the subcommittee shall be incorporated into the new Agreement upon its completion.

ARTICLE XII

EFFECT OF AGREEMENT

XII.1 Savings Clause

If any section, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

XII.2 Board Rights

The Board retains and reserves unto itself all powers, rights, functions, authority, duties, and responsibilities conferred upon and vested in it by the statutes and court decisions of the State of Illinois which are not specifically limited by the express language of this Agreement, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

XII.3 Entire Agreement

This Agreement supersedes and cancels previous agreements between the Board and the Association and constitutes the entire Agreement between the parties, and concludes collective bargaining for its term. The Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XIII

NON-INTERRUPTION OF WORK

During the term of this Agreement, neither the Association nor any employee covered by this Agreement shall instigate, promote or participate in any strike or other concerted stoppage of work. The Association shall not be held responsible for actions of individual employees in which it has not participated, instigated, or promoted.

ARTICLE XIV

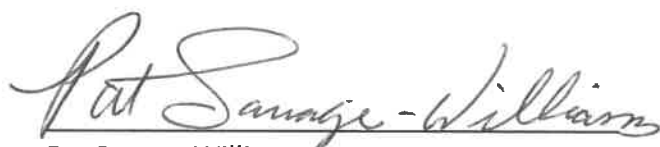
DURATION OF AGREEMENT

14.1 Effective Date

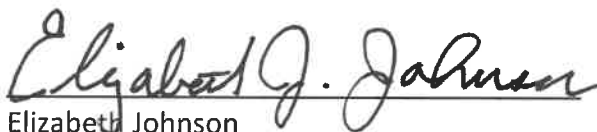
This Agreement shall be effective on July 11, 2022.

14.2 Termination Date

This Agreement shall remain in effect through June 30, 2027.



Pat Savage-Williams
Board of Education



Elizabeth Johnson
Support Systems Association

Date 7-11-22

Date 7-11-22

APPENDIX A
SPECIAL STAFF JOB CLASSIFICATION WITHIN CATEGORIES

Category Two

Book Distribution Specialist
Mail Room/Duplicating Center Specialist
Equipment Room Manager

Category Three

Alternative Learning Center Specialist
Attendance & Records Specialist
Book Distribution Specialist II
Day Care Center Specialist
Detention Specialist
Nutrition Services Specialist
Office Manager/Student Liaison
Operations & ID Center Specialist
Receiving Room Manager
Receptionist
Telecommunicator
Study Hall Specialist
Student Success Center Specialist
Testing Monitor

Category Four

Accounts Payable Specialist
Athletic Operations Coordinator
Assistant to the Registrar
Auditorium Technician
College & Career Support Center Specialist
Communication Specialist
Community Service Coordinator
Credit Recovery Coordinator
Data Center Training Specialist
Day Care Center Coordinator
Daytime Events & Facilities Specialist
Educational Technology Support Coordinator
Extracurricular Activities Coordinator
Fine Arts Department Specialist
Health Services Coordinator
Instructional & Informational Specialist
Latino Liaison/Minority Languages Coordinator
Media Services Specialist
Program Assistant

Registrar Specialist
Residency Officer
Special Education Services Specialist
Student Engagement Specialist
Student Enrollment Specialist
Student Services Support Coordinator
Systems Engineer
Support Specialist Trainer
Technician
Truancy Officer
World Language Lab Specialist

Category Five

Asst. Director of Nutrition Services
South Technology Center Manager
Book Distribution Manager
Communications Coordinator
Data Base Reporting Specialist
Registrar/Attendance Office Manager
Student Records & Scheduling Specialist
Theater Technical Director

Position Placement Criteria:

The placement of a position within two of the five categories is based on an analysis of the duties and responsibilities of the position and not the individual qualifications that an incumbent may have. For example, the fact that an employee has a college degree does not change what is needed to fulfill the duties and responsibilities of the position in Category 2; thus, an employee who has a college degree may hold a position in Category 2 even though the duties and responsibilities of the position do not require that the employee have a college degree. In addition to labor market considerations, the following are among placement criteria for placing job classifications within one of the five categories:

- Category 2: Relevant experience and skills to the job
- Category 3: #2 and 60 college hours (as per NCLB) that is relevant to the Cat. 4
- Category 4: #2, #3 and relevant technical and/or college experience
- Category 5: #2, #3, #4 plus specialized experience with relevant technical and/or college degree