

AGREEMENT BETWEEN THE
EVANSTON TOWNSHIP HIGH SCHOOL
STUDENT WELFARE OFFICERS AND STUDENT MANAGEMENT
PERSONNEL ASSOCIATION-IEA/NEA

AND

DISTRICT 202 BOARD OF EDUCATION

July 1, 2023 to June 30, 2028

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ARTICLE I

RECOGNITION

- 1.1 The Board of Education of School District 202, Evanston, Cook County, Illinois, hereinafter referred to as the “Board”, recognizes “The Student Welfare Officers and Student Management Personnel Association-IEA/NEA”, hereinafter referred to as the “Association”, as the exclusive negotiation agent for all Safety Department Personnel who are regularly employed as full-time employees, whose duties primarily include the non-instructional supervision of students in the school building, provided the foregoing shall not include teachers, teacher aides, custodians, building engineers, substitutes, paraprofessionals and all administrative personnel, including (but not limited to) the Director of Safety.

The term “full-time employee” as used in this Agreement shall be defined as an employee who is employed on the basis of a ten or twelve-month work year and who is regularly assigned to a workweek of forty hours per week (including the lunch period). The Board will inform the Association weekly of all new hires for any security related position and identified as to whether for full-time, or substitute position.

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

As used in this Agreement, the term “employee” covers all of those persons included within the bargaining unit as defined in Section 1.1 of this Article. “Bargaining unit employees” includes those employees classified student management personnel, excluding substitutes.

As used herein, “days” shall mean employment days, except during the summer recess when it shall mean days on which the District business office is open.

The term “Board” as used in this Agreement shall be interpreted to mean, in addition to the Board of Education where the context so requires, the Superintendent and other administrators to whom the Board of Education has delegated the responsibility to take action and to make decisions on its behalf.

“Management,” when referred to in this document, is the Director of Safety, the Assistant Director of Safety and/or other Administrators.

ARTICLE II

NEGOTIATION PROCEDURES

2.1 Committee Membership

Designated representatives of the Board and representatives of the Association who shall have been clothed with authority to negotiate on behalf of the respective parties, shall meet as provided herein for purposes of negotiating a successor agreement.

2.2 Meetings

If negotiations are requested by either party on matters specified in Section 2.3, such negotiations shall begin no later than April 15 with meetings to be held as necessary at times and places to be agreed upon by the parties.

2.3 Scope

The parties agree to negotiate in good faith on matters mutually agreed upon, provided such shall include all items which are part of this Agreement, as permissible under law.

The Board agrees to consider for negotiations any other items submitted by the Association as part of its demands for amendment of this Agreement pursuant to Section 2.2, as permissible under law.

2.4 Request for Assistance

The participants may call upon competent professional and lay representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations.

2.5 Agreement and Appendices

When tentative agreement is reached on all matters being negotiated, a proposed written memorandum of understanding embodying tentative negotiation agreements shall be submitted to the employees of the Association and the full Board of Education for ratification.

ARTICLE III

IMPASSE PROCEDURES

3.1 Mediation

- A. 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.
- B. The Federal Mediation and Conciliation Service 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.
- C. 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 consent of the parties.

3.2 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.

3.3 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 with or impermissible under Section XII, the provisions of this Article shall control.

ARTICLE IV

WORKING CONDITIONS

4.1 Student Discipline

Assaults on employees by students shall continue to be regarded by District authorities as a matter of grave concern. The District recognizes the lawful right of an employee to protect himself or a student in case of an unavoidable physical assault. In any case, when an assault occurs during the assaulted employee's performance of his or her school duties, such assault shall be reported to the Director of Safety and other proper authorities immediately. There shall be no deduction in salary for time lost as a result of legal proceedings held pursuant to this section which the employee is required to attend.

Bargaining unit employees are expected to abide by all School Board policies and state code regarding student discipline and corporal punishment, such as Board Policy 830-1, and 105 ILCS 5 24/24 23 ADM. CODE 1.280.

4.2 Complaints about Professional Staff

If a 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, no disciplinary action shall be taken against the employee without first providing the employee an opportunity to present the employee's views as to the events surrounding such complaint, provided this section shall not preclude the temporary suspension of an employee with pay.

4.3 Personnel File

Each employee shall have the right, upon request, to review the contents of the employee's personnel file except ETHS interview reports, or confidential reference statements sought or received by the Board prior to the appointment of the employee. 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 24-hour notice to the Human Resources Department. An agent of the Board may be present during such review.

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 the employee's 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.

4.4 Method of Salary Payment

Employees shall be paid bi-weekly. In the event those dates fall on a holiday, employees shall be paid on the last regular employment day immediately preceding these dates.

4.5 Right to Representation

When an employee is required to appear before the Board or the employee's supervisor where it may reasonably be anticipated discipline will be imposed, the employee shall be entitled to be accompanied by a representative. Further, when an employee is required to appear before the Board, the employee shall be advised in writing of the reasons for the requirement.

4.6 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 annually be certified by the Association. The authorization form shall be furnished by the Association. Upon receipt of any revocation, the Board shall notify the Association in writing of same. All dues deducted by the Board shall be remitted to the Association no later than fifteen (15) days after such deductions are made.

4.7 Meetings

The Board shall allow the Association to use the school building for meetings of the Association upon advance written request for the same to the Superintendent or designee, provided such use does not interfere with any programs or activities by the District, that the Association reimburse the Board for any added expense or damage occasioned by such use, and that at least ninety percent (90%) of those in attendance at any meeting where fifteen (15) or more persons are present are employees of the District.

4.8 Voluntary and Involuntary Reassignment

A. Reassignments

Voluntary and involuntary reassignment to another employment category shall not result in a reduction in the employee's rate of salary. This section shall be applicable for five (5) employment days following reassignment.

Assignment to an employment category with a higher salary rate shall entitle the employee to full experience credit on a higher rate.

Upon written request, an employee who has been involuntarily reassigned shall be given every consideration for future vacancies in positions for which the employee is qualified.

B. Vacancies

As vacancies occur, vacancy notices in the unit shall be posted online and to the Association President. All vacancies shall be posted for a period of at least ten (10) work days. Interested Bargaining unit employees may apply to Human Resources within the posting period. Any Employee may apply for a transfer to any vacancy in the bargaining unit and will be accorded every reasonable consideration for such transfer.

Consideration will be given to a current bargaining unit employee, with particular attention given to past work performance in the District.

4.9 Employee Protection

In accordance with The School Code, the Board agrees to indemnify and protect employees against claims and suits, including the defense thereof, when damages are sought for negligent and wrongful acts allegedly committed during the scope of employment or pursuant to the direction of the Board. If criminal proceedings are brought against an employee alleging that the employee committed an assault and/or battery arising out of the employee's employment, the Board shall give consideration to assisting such employee in the legal defense to such charge including (but not limited to) the provision of legal counsel, provided any assistance which may be granted shall not be precedential.

4.10 Association Notification of Suspensions and Discharges

The Administration shall, within one work day of the action, notify the Association when an employee has been suspended or discharged. Depending upon the severity of the offense, the Association agrees to waive the 48-hour notice if the offense is severe enough to warrant an immediate meeting.

4.11 Notice of Change in Shift Assignments

Employees shall receive written notice of a change of shift assignment as promptly as possible. The Board acknowledges that, except in an emergency, employees should receive notification of intention to change shift assignments at least fourteen (14) calendar days in advance, and that changes of shift assignment should not occur more frequently than once each calendar quarter.

No bargaining unit employee who was hired prior to July 1, 1993, for a normal workweek of Monday through Friday shall be involuntarily assigned to a position which would involve a normal workweek that would include a Saturday and/or Sunday workday. Employees hired on or after July 1, 1993, may be employed in bargaining unit positions which include a Saturday and/or Sunday workday as part of their normal workweek (e.g., Tuesday through Saturday and Thursday through Monday).

4.12 Regular Work Year

- A. The regular work year shall be all student attendance days regardless of their length. In addition, as part of their regular work year, employees are required to attend two (2) days of mandatory training prior to the start of the teacher work

year and one full day or (up to two (2) half days) during the school year. These trainings shall be held on consecutive days, with the exception of weekends. No later than June 30th of each school year, the Director of Safety will determine which two (2) half days or one (1) full day of mandatory training will be selected for that particular school year. Once selected, the days will be communicated to all Safety staff, as all training dates are for both ten (10) month and twelve (12) month employees.

Since payment for the two (2) half days is already calculated in the annualized base salary of all ten (10) month (176 days) and twelve (12) month (260 days) employees, there will be no additional compensation on these days. The exception to this is if training begins before the employee's regularly scheduled shift begins, a timesheet will be filled out for time between the beginning of the training and the beginning of the shift.

- B. When student management personnel want to become a 12-month employee and a 12-month vacancy exists, such employment shall be offered on a rotating, voluntary, and seniority basis. The Employee with the most seniority shall first be offered the position. If the employee rejects the offer, the employee shall be placed on the bottom of the seniority list. The person with the next greatest seniority shall then be offered the position. Positions shall continue to be offered to the most senior employee until the positions are filled. Such Employees shall then be placed at the bottom of the seniority list and shall not be offered positions until they again attain position number one (1) on the seniority list. If no regularly employed student management personnel accepts the position, such position shall be posted in the manner described in Section 4.8.B. Personnel shall be paid at their normal rate of pay.

4.13 Breaks

Bargaining unit employees who work a shift of at least four (4) hours shall be scheduled and assigned for one (1) fifteen (15) minute break; employees who work a shift of at least six (6) hours shall be scheduled and assigned two (2) fifteen (15) minute breaks, one scheduled during the first half of the shift and the other during the second half of the shift. Breaks and lunches shall be scheduled and assigned by the lead employees utilizing a shared electronic document, subject to the prior approval of the Director/designee.

On days when the District follows the Wildkit Monday schedule, bargaining unit employees shall have five (5) minutes added to one (1) of their breaks. The selection of the extended break shall be at the Director's or designee's discretion. Breaks and lunches shall be combined at the discretion of the lead employees or assistant lead employees subject to the prior approval of the Director or designee. The Board shall continue to provide rest areas for employees.

4.14 Lunch Periods

Bargaining unit employees shall have a paid lunch period equal to the students.

On days when the District follows the Wildkit Monday schedule, bargaining unit employees shall have five (5) minutes added to one of their breaks. The selection of the extended break shall be at the Director's or designee's discretion. In the event the District changes the length of the lunch period for students on regular school days, the District and the Association will reconvene negotiations on the length of the lunch period for bargaining unit employees. These negotiations will be restricted to the "lunch period" clause (currently Section 4.14) and will not impact any other section of the contract.

4.15 Employee Overtime

A. Overtime Assignments

1. On the first day of the week, all known overtime assignments for the following week (Tuesday through and including Monday) shall be recorded and numbered. In addition, on the first Monday or weekday of each month, all known overtime assignments that occur during each week of the month (monthly details) shall be recorded.

2. Overtime assignments are selected by seniority. At no time will cancellations interfere with this process. This will be repeated in the same order until all assignments are covered or until no one on the list takes an additional assignment. Any remaining assignments may then be offered to substitutes.

At no time will an employee cancellation interfere with this process. Employees who call in to cancel a regular overtime detail in order to obtain a more preferred overtime detail will be considered in violation of this section and will be disciplined accordingly. Cancellations are defined as any overtime detail, which is not filled by the scheduled employee. Personal Days, Compensatory, and Vacation Days shall not be considered a cancellation.

3. The number of substitutes shall not exceed 40% of the total number of full-time bargaining unit members. In an effort to assist with a variety of staffing needs, there will be flexibility regarding the number of hours per day (up to six (6) hours per day per sub) non-union substitutes can work between 7 am and 4 pm. The exception to the six (6) hours per day will be on Monday morning (for meetings) and for union meetings held after school. Between 4 pm and 10 pm, one (1) night substitute may be used.

4. The Bargaining unit employee who has the next greatest seniority over the previous person in each category who selected the last assignment shall

have the first selection in that category for the following week's assignments.

5. Employees who call in sick on the day of overtime selection shall retain their place on the seniority list but must wait until their name again rotates by seniority the following day.

When an employee calls in sick, the employee is skipped over for that day.

If an employee has a pre-approved day off, it is the employee's responsibility to make arrangements for overtime assignments with the Director of Safety or designee, or to call in the day of overtime assignments.

6. Lead employees will assign overtime assignments. In the absence of all leads and management, overtime assignments will be assigned by a lead's pre-determined back up. Bargaining unit employees who perform overtime assignments not assigned by management, lead employees or their predetermined back-ups shall be subject to discipline.

7. When an employee is scheduled to work a detail and the employee is unable to work (due to an emergency if it is known beforehand) the employee shall not attempt to find a substitute but should contact the Director of Safety or designee.

In the event of no show or not following the guidelines when scheduled to work, disciplinary measures will be taken.

8. Regular details with five (5) or more hours will be rotated, so that all full-time bargaining unit employees will have the opportunity to work those details.
9. Details of more than twelve (12) hours will be divided into two (2) details.
10. A monthly report of all assigned overtime hours will be provided to the President of the Association.
11. The Director of Safety shall determine what qualifies as an overtime assignment.

B. Payment for Overtime:

1. Regular Overtime

Employees who work overtime (more than forty [40] hours per week) shall receive, at the Employee's option, compensatory time at the rate of 1.5 times the amount of such overtime worked or compensation at the rate of pay, with the exception that accumulated compensatory time not to exceed five (5) days (40 hours). Compensatory time will be capped at sixty (60) hours annually. Comp time may not be carried from one school year into the next school year. Compensatory time shall be taken at such time as the Board determines is in the best interest of the District. Employees who have pre-approved compensatory time and work an overtime detail during that same week shall receive overtime pay for that detail.

Holiday Overtime

If a Bargaining Unit Employee works on any of the following holidays, (overtime or not), such Employees shall be paid two (2) times the employee's normal rate of pay and a minimum of four (4) hours will be credited to the Employee. Holidays are:

- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Dr. Martin Luther King's Birthday
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Juneteenth

Any twelve (12) month bargaining unit employee who is assigned to work on New Year's Eve as part of their regular workweek shall be passed over on the first round of holiday overtime for Winter break. These bargaining unit employees will be eligible to select holiday overtime assignments for Winter break on the second round.

2. Computation of Hourly Rate for Overtime Pay

For the computation of overtime pay, each employee's regular hourly rate of pay which is used to compute overtime pay shall be the employee's regular hourly rate of pay as of July 1 of the year in which the overtime is earned.

Any stipends that any bargaining unit employees first become eligible to receive on or after July 1, 1993, shall not be included in the base salary used to calculate the hourly rate for overtime pay.

4.16 Lead Employees and Assistant Lead Employees

- A. Employees classified as “lead employees” and “assistant lead employees” shall be evaluated and assigned on an annual basis.
- B. During the term of this Agreement, employees classified as “lead employees” and “assistant lead employees” shall be paid a stipend. Stipend amounts are provided in Appendix B.
- C. The Board shall indemnify and hold harmless lead employees and assistant lead employees against any and all claims, suits or other forms of liability that arise out of or by reason of any action taken by them when acting within the scope of their duties and responsibilities as lead employees and assistant lead employees. No action taken by lead employees and assistant lead employees when acting within the scope of their duties and responsibilities as lead employees and assistant lead employees shall be subject to the grievance and arbitration procedure set forth in this Agreement.

4.17 Office Manager

A Bargaining Unit Employee who is classified as Student Management Personnel and assigned as “Office Manager” shall be a twelve (12) month employee. Employees assigned as “Office Manager” shall be evaluated on an annual basis. Once the incumbent “Office Manager” retires, Section 4.17 shall be eliminated. This will not result in the loss of a twelve (12) month position.

4.18 Service Recognition

Salary recognition in the amount of two hundred fifty dollars (\$250) per year is provided to student management personnel who have completed five (5) to nine (9) years of consecutive service at E.T.H.S.; six hundred dollars (\$600) per year is provided to student management personnel who have completed ten (10) to fifteen (15) years of consecutive service at E.T.H.S.; one thousand dollars (\$1,000) per year is provided to student management personnel who have completed sixteen (16) to twenty (20) years of consecutive service at E.T.H.S.; one thousand four hundred dollars (\$1,400) per year is provided to student management personnel ~~these~~ who have completed twenty-one (21) to twenty-four (24) years of consecutive service at E.T.H.S.; one thousand eight hundred dollars (\$1,800) per year is provided to student management personnel who have completed twenty-five (25) or more years of consecutive service at E.T.H.S. Granted leaves of absence, reduction-in-force, layoffs, and rehires do not interrupt service.

Service recognition shall be paid as a lump sum to eligible employees as part of the first paycheck in December. Employees who first become eligible for such payment or increased payment on or before March 31 of the following year shall also receive the lump

sum on their first paycheck in December, provided that such payment shall be deducted from their final compensation if any such employees leave the Board's employ prior to their anniversary date.

<u>Years of Service</u>	<u>Service Recognition/ Longevity</u>
<u>5-9</u>	<u>\$250 per year</u>
<u>10-15</u>	<u>\$600per year</u>
<u>16-20</u>	<u>\$1,000per year</u>
<u>21-24</u>	<u>\$1,400 per year</u>
<u>25+</u>	<u>\$1,800 per year</u>

4.19 Fall, Winter, Spring, and Summer School Duties

A. SUMMER PLAN PROCEDURE

In accordance with the Summer Plan procedure document, up to twenty (20) ten month Student Management Personnel employees shall be afforded up to 160 hours of work during the summer. These hours will be paid at straight time and no ten (10) month Bargaining Unit Employee will be allowed to work more than forty (40) summer plan detail hours per week. Some ten (10) month Bargaining Unit Employees on the summer plan may have the opportunity to work more than 160 summer plan detail hours if other ten (10) month employees on the summer plan choose not to work all of their allotment or if they substitute for absent ten (10) month employees, as long as the cumulative number of summer plan detail hours does not exceed the budgeted allotment.

The time clock will be used by all ten (10) month Bargaining Unit Employees during the summer. Details will be offered according to seniority using a separate summer plan seniority list. Details will be offered in two (2) week (Monday through Friday) blocks of ten (10) work days and weekend details of one (1) day (Saturday or Sunday) each.

The summer plan will be finalized by the Director of Safety and an annual review will be conducted.

Fall, Winter, Spring and Summer Break Details

All work details during fall break, winter break, spring break, summer and summer school will be assigned in rotating order in the same manner as regular details are assigned during the school year and in accordance with 4.15 A (4)). Summer school assignments shall be divided into two (2) sessions. Assignments will be made to the person next in line after the last assignment was made. Assignments will return to the top of the seniority list only after the last employee on the list has been assigned.

- B.** All summer school assignments will be offered to full-time Bargaining Unit Employees who have applied for such assignments. In the first year of the contract, full-time applicants shall be selected sequentially from the most to least senior on the list. If all positions are filled before the list has been exhausted, the remaining volunteers on the list who were not selected shall have their names placed at the head of the lists for the next summer, if they wish to apply for the next summer. This practice shall continue in future years. No Bargaining Unit Employee shall be selected to work two consecutive summers, if an employee who has not worked summer school assignments remains on either applicant list. All personnel shall be paid at their normal rate of pay for summer assignments.

4.20 Employee Development Program

The Board of Education recognizes the need to provide Employees with in service and educational programs that will enhance the Employees' job performance and development. Employees shall be offered the opportunity and be encouraged to attend in service programs which will improve and/or enhance the Employee's performance. Further, the Board shall encourage Employees to take classes that are job related and taught at the district through the Oakton Community College program. Fees for such classes shall be waived.

In an effort to encourage professional growth, the Board will provide up to \$500 per employee for college reimbursement each semester. Class work must be related to the employee's job category and/or be toward gaining an education degree or coursework aligned with the District's priorities during the term of this Agreement. Reimbursement will be paid upon receipt by the District of official grade transcripts and a copy of tuition payment. The employee must obtain a grade of C or higher to receive reimbursement.

4.21 Early Dismissal Days Assignment

On an early dismissal day, one (1) hour after students are dismissed all ten (10) month student management personnel who work the shifts between 7:00 a.m. and 4:15 p.m. shall be released from their duties and allowed to leave the building provided that there are a sufficient number of employees to reasonably supervise the building and there is no mandatory training scheduled by the Director/designee. Should there not be a sufficient number of employees, selection of employees to remain at work shall be by inverse seniority on a rotating basis. If a ten (10) month Bargaining Unit Employee works past the

early dismissal time mentioned above, the employee shall record the time on a time sheet if the time exceeds the bargaining unit employee's regular working hours.

Ten (10) month bargaining unit employees who work the evening shift or a shift that overlaps with the evening shift shall be released from their duties and allowed to leave the building provided that they work the same number of hours as those who work a shift between 7:00 a.m. and 4:15 p.m. and that there are a sufficient number of employees to reasonably supervise the building.

All twelve (12) month bargaining unit employees are expected to remain at work to complete their shifts on all early dismissal days.

4.22 Temporary Assignment to Higher Paying Job

When an Employee is temporarily assigned or transferred to a higher paying job, the Employee shall receive the rate of the higher paying job.

4.23 Weekend Work for Lead Employees

A lead Bargaining Unit Employee who is assigned to work as a supervisor on a weekend, shall be the last employee on the rotation, offered a weekend overtime assignment.

4.24 Stipend for Special Lead Employee of the Safety Department

In addition to Article 4.18, and any salary increase in Appendix A afforded Bargaining Unit Employees, a lead employee who accepts the position of special lead employee of the Safety Department shall receive an additional stipend per year. Such stipends are provided in Appendix B. As of the 1994-95 fiscal year, the stipend shall not be used to calculate the employee's hourly rate.

4.25 No Pyramiding

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

4.26 Assignment to Non-Bargaining Unit Position

The Association recognizes that crossing guard work is not bargaining unit work and that the Board retains its managerial right to assign crossing guard work pursuant to its discretion and without regard to any volunteer list or monetary rate suggested by the Association.

4.27 Subcontracting

The District shall follow the laws of the State of Illinois if it chooses to subcontract at any point during the duration of this contract.

ARTICLE V

EMPLOYEE EVALUATION and PROBATIONARY PERIOD

- 5.1** When a Bargaining Unit Employee is formally evaluated, such evaluation shall include a conference with the evaluator at which the tentative conclusions of the evaluator shall be discussed. A copy of the evaluator's final conclusions shall be given to the employee within five (5) days of its placement in the employee's personnel file.
- 5.2** The employee shall have the right to attach an explanation to any adverse evaluations or other negative materials that are placed in the employee's personnel file. Such attachment shall be submitted within thirty (30) calendar days of the employee becoming aware of the placement of the material in the employee's personnel file.
- 5.3** The formal evaluation of employees shall be typically the responsibility of the Director of Safety or designee until the Board shall designate some alternate, in which event the Association President shall be advised of such change prior to its effective date. At the written request of the Association President, the Superintendent shall meet with him or her to discuss such changes. Any evaluative material or complaints not originating with the Director of Safety shall be filed with the Director of Safety.

Probationary Bargaining Unit Employees shall be formally evaluated two (2) times during the first ninety (90) days of employment. The first formal evaluation shall be within thirty (30) to forty-five (45) days of employment, and the second within forty-five (45) to seventy-five (75) days of employment.

Each employee shall be considered a probationary employee for the first ~~six (6) months~~ ninety (90) days of continuous service in a position covered by this Agreement, after which seniority shall date back to the last date of hire in a position covered by this Agreement. The probationary period may be extended an additional ninety (90) days. 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) days. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise disciplined at the sole discretion of the Board without recourse to the grievance procedure.

ARTICLE VI

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

6.1 Compensation Schedule

The compensation structure for the duration of this Agreement shall be as set forth in Appendix A.

6.2 Fringe 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 pro rata basis.

Term Life Insurance

Term life insurance equal to two (2) times the annual contract salary rounded to the nearest five hundred dollars (\$500.00) up to \$100,000.

Group Hospitalization and Major Medical Coverage

1. 95% of the premium for individual HMO coverage and 90% of the premium for individual PPO coverage will be paid by the Board of Education. 70% of the premium for family coverage will be paid by the Board of Education for family coverage other than the Blue Cross Blue Shield PPO. With respect to Blue Cross Blue Shield Family PPO coverage, the Board of Education will pay 70% of the premium for those who participated in the PPO before December 31, 2001 and 50% of the premium for those after December 31, 2001.

To the extent permitted by the individual health plans, domestic partners shall be treated the same as spouses with respect to insurance coverage opportunities.

To the extent permissible by law, the District shall establish and maintain a comprehensive Section 125 plan that enables employees to deduct income, on a pre-tax basis, for benefits such as:

- a) Premiums for single or family coverage for medical, dental and other qualified insurances, to the extent that the Board does not pay such premiums;
- b) Reimbursement for out-of-pocket medical, dental and other health-related expense to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents;
- c) Reimbursement for qualified dependent care assistance (including both child care and elder care).

This plan shall comply with Section 125 and other applicable provisions of the Internal Revenue Code.

Any employee selecting single health coverage is also eligible to receive single dental coverage paid by the Board.

2. If an employee waives coverage in writing under any of the group hospitalization and major medical insurance plans/programs offered by the Board, the employee shall be paid \$900 per school year (pro rata if less than a year). If necessary in order to implement this provision, a plan document will be prepared by the Board to comply with Section 125 and other applicable provisions of the Internal Revenue Code, as amended. The specific terms and conditions for participation in the Section 125 plan, if needed, shall be as specified in the plan document.
3. The election of benefits shall be made during the enrollment period established by the Board and shall be irrevocable for the balance of the school 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 pro/rata.
5. Employees covered by this Agreement shall be eligible to participate in the Board's dental insurance program at their own expense, subject to the same terms and conditions, which are applicable to Board employees generally, including any changes or modifications, which may be made from time to time.

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

Liability Insurance

The Board will provide liability insurance against any loss of employees by reason of death or bodily injury and property damage claims and suits. This also includes 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.

Change in Insurance Companies

Any change in insuring companies or changes in coverage as negotiated by the Teachers' Council shall be part of this contract and notice given to the Union within a week of the final passage by the Board.

Insurance Committee

The Union will have one (1) representative on the District Insurance Committee.

Worker's Compensation

1. 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 employee's contract or other condition of employment.
2. If an employee, through no negligence of the employee's own, suffers an accident or illness resulting from the employee's 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. Worker's Compensation will pick up after 30-calendar days and in no event shall a Bargaining Unit Employee's total compensation, net taxes, under worker's compensation exceed what would have been earned absent the injury.

Insurance for Employees on Leave

1. Insurance for employees on unpaid leave of absence will terminate at the end of the calendar month in which the leave commences, provided if a leave commences at the beginning of a school term, the insurance shall terminate on the preceding June 30th.
2. If permitted by the insurance carrier, the employee on 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 VII of this Agreement.
3. 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.

Annuities and Mutual Funds

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.

6.3 Vacations

<u>Length of Employment*</u>	<u>Length of Vacation</u>
One (1) year to Four (4) years	Ten (10) days
Five (5) years to Nine (9) years	Fifteen (15) days
Ten (10) years to Nineteen (19) years	Twenty (20) days
Twenty (20) years+	Twenty-five (25) days

*Employees who transition from a ten (10) month to a twelve (12) month position shall be granted vacation based on their total years of service.

All twelve (12) month bargaining unit employees shall receive compensation for Fall, Winter, and Spring Break without use of benefit time.

Vacation requested during the month school opens and the month preceding the end of school must be approved by the Director of Safety and the managing Associate Principal.

Every July 1st earned unused vacation days will be carried over into last year's vacation bank for one (1) year only. Any unused last year's vacation day balance remaining on June 30th will automatically be lost. Your last year's vacation bank and your current year vacation bank may not ever exceed a combined total of 35 days.

At the time of separation from the district, earned unused vacation time will be paid at the employees per diem rate in the year the vacation days were granted.

New twelve (12) month employees will begin to accrue vacation time from their hire date, but will not be able to use such vacation until after successful completion of their probationary period.

6.4 Clothing Allowance

Each Bargaining Unit Employee will receive three (3) pants, three (3) shirts and a \$200 shoe allowance for each year during the term of this contract. Employees are expected to use this allowance to maintain clothing in presentable condition. Overly worn or dirty clothing will not be permitted.

6.5 Fringe Benefits-Employed Less Than 12 Months

Where a full-time Bargaining Unit Employee, as defined herein, is employed on a year-to-year basis, for less than twelve (12) months, such employee shall receive all fringe benefits described herein on a pro rata basis. Holidays prescribed herein which fall during the period of the year when the employee is not scheduled to work shall not be applicable to such employee.

6.6 Retirement and Sick Leave Days

Bargaining Unit Employees who have completed five (5) years of employment with the School District shall receive payment of their regular wages for fifty (50%) of their accumulated sick leave (up to 180 days) upon retirement from the district. Retirement must be in accordance with all District 202 and State regulations. Eligible employees under this section shall have the option to receive this pay or retirement system credit in accordance with Illinois Municipal Retirement Act.

6.7 Training Instructors and Training Stipends

The District will establish at least one (1) training stipend position that will be compensated \$1,500.00 annually.

ARTICLE VII

LEAVES

7.1 Personal Leave

Three (3) days of personal business leave without loss of salary shall be available to each employee each year, accumulative to a total of six (6) days, to deal with matters which cannot be completed during non-school days or hours. 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) or the last five (5) employment days of the school term, on employment days preceding or following fall break, winter break, and spring break, or on the last day for seniors providing in an emergency (which shall be explained) the Director of Safety or designee may waive this prohibition as well as the time requirement set forth in the preceding sentence. Exceptions may be made to the personal day policy for emergencies or religious observation. Personal business leave shall not be utilized at any time for recreation or 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 business leave shall accumulate as sick leave after it reaches a cap of six (6) days.

7.2 Sick Leave

- A.** Each twelve (12) month employee shall annually be granted twelve (12) days sick leave, and ten (10) month employees shall be annually granted eleven (11) days sick leave, to be utilized in the event of personal illness or in the event of serious illness or death in the immediate family or household (as defined in The School Code). Pursuant to the Illinois School Code, 105 ILCS 5/24-6, "immediate family" is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- B.** Upon completion of the probationary period, all employees hired on a full-time basis shall be granted) fifty (50) days of extended sick leave. Thereafter, each full time employee shall receive five (5) days annually for extended sick leave to a maximum of one hundred and eighty (180) days.
 - 1. An employee may elect to utilize extended sick leave commencing 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 term.
 - 2. 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.

- C. Sick leave and extended sick leave shall be computed and taken in units of half days.
- D. Abuse of sick leave shall be just cause for loss of pay and/or discipline. The Director of Safety may investigate suspected abuse of sick leave. Proof of illness or disability in the form of a medical certificate from an attending physician or from the District's physician will be required for any absence of three or more consecutive work days, or where there are reasonable grounds for suspected abuse. Grounds for suspected abuse include but are not limited to information received by the District that the employee is or was engaged in other employment or in any activity or present in any place inconsistent with a claim of illness or injury or where there is a pattern of sick leave use in conjunction with other days not worked.

7.3 Disability Leave

If an employee has exhausted all of the employee's sick leave and extended sick leave and is eligible for temporary disability benefits as defined by 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.

7.4 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 her physician indicating the expected date of delivery and the physician's 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 his designee at least ninety (90) calendar days prior to the anticipated birth of the child.
 - c. The employee and the Superintendent or his designee shall agree upon a plan for the commencement and termination of such leave. The employee, in consultation with her 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 his 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 who have worked for at least one year and at least 1000 hours may use up to twelve (12) weeks of accumulated sick/extended leave from the date of birth for a paid maternity and child-rearing leave. Fall, Winter, and Spring Break do not count as part of the twelve (12) weeks paid leave. If a 12-week, paid maternity and child-rearing 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). Any time away from work after twelve (12) weeks will be in an unpaid status, unless a continued medical leave is necessary or return to work is not possible as documented by a licensed medical practitioner/physician.
 - e. Employees who have been employed by the District for at least twelve (12) months and have worked at least 1,000 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 her child. If such employee shall have exhausted accumulated sick leave, she 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 her 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 his designee at least ninety (90) calendar days in advance of the birth of the child, a child-rearing leave of absence.
 - b. Employees who have worked for at least one year and at least 1000 hours may use up to twelve (12) weeks of accumulated sick/extended leave from the date of birth for a paid maternity and child-rearing leave. Fall, Winter, and Spring Break do not count as part of the twelve (12) weeks paid leave. If a 12-week, paid maternity and child-rearing 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). Any time away from work after twelve (12) weeks will be in an unpaid status,

unless a continued medical leave is necessary or return to work is not possible as documented by a licensed medical practitioner/physician. The employee and the Superintendent or his 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 1,000 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).

7.5 Public Office Leave

A leave of absence without pay may be granted to any employee upon written application, for the purpose of serving in a state or national public office, to the extent necessary for such activities.

To qualify for all such leaves of absence the employee shall state the employee's intention to return to the District.

7.6 Association Leave

Up to three (3) days leave per year shall be granted to each of up to three (3) members of the Association Negotiating Committee by applying to the Director of Safety.

Such leave days may be used at the discretion of the Association and shall incur no loss of pay. The President of the Association shall be provided one (1) hour released time each week to attend to Association business. Should a member of the Association be elected a representative(s) of the Association to the IEA or NEA Representative Assembly, the member shall be granted released time at no loss of pay or benefits to attend such Assembly. The cost of substitutes, if necessary, shall be paid by the Association.

7.7 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 accord with what is legally permissible under the Act.

7.8 Bereavement Leave

Bereavement leave shall be provided in accordance with the Board policy currently in place. Disputes as to whether the policy was appropriately applied, but not the content of the policy itself, may be grieved. Bereavement leave days are deducted from the employee's available regular sick leave bank (see Article VII.7.2).

ARTICLE VIII
GRIEVANCE PROCEDURE

- 8.1** 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.
- 8.2**
- A.** The Association shall have the right to have a representative present at all steps of the grievance procedure.
 - B.** Every employee shall have the right to present grievances in accordance with this procedures. Every employee has the right to be represented by an Association representative at all steps of the grievance procedure.
 - C.** 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.
 - D.** As used herein, "days" shall mean employment days, except during the summer recess when it shall mean days on which the District business office is open.
 - E.** 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.

8.3 First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and the complainant's 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 Director of Safety. 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. The Director of Safety 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 Director of Safety'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 designee shall meet to resolve the grievance. The Superintendent or 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 3, 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 3 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 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 in the award such financial reimbursements or other remedies as shall be within the arbitrator's 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 AAA shall be divided equally between the Board and the Association.
- D. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.

The arbitrator, in the opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District 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 the Agreement.

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.

ARTICLE IX

DISCIPLINARY APPEALS PROCEDURES

The parties recognize the authority of the Board to suspend, demote, discharge, or take other appropriate disciplinary action against employees for cause. Should an employee consider disciplinary action to be improper, he or she may appeal the matter in accordance with the provisions of Article VIII (Grievance Procedure); provided, however, any such disciplinary grievance shall be filed within seven (7) days after the employee receives notification of the discipline. Appeals regarding suspensions without pay, demotions or terminations shall be filed at the Third Step of the Grievance Procedure.

ARTICLE X

PROGRESSIVE DISCIPLINE

The District has the right to take appropriate disciplinary action against any employee to resolve undesirable incidents or behavior(s). It shall normally be done in a manner which will not embarrass the employee before other employees or the public and shall be done in a timely fashion. The parties recognize the authority of the Board to suspend, demote, discharge, or take other appropriate disciplinary action against employees for cause. The director and/or supervisor, in conjunction with Human Resources, 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, suspension and/or 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, he or she may appeal the matter in accordance with the provisions of Article VIII ("Grievance Procedure"), provided however, any such disciplinary grievance shall be filed within seven (7) 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.

Verbal Warnings

A verbal warning will be issued directly to the employee with documentation of the warning included in her/his personnel file.

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 infraction and any supporting documentation. Copies of written warnings and employee rebuttals will be included in the employee's personnel file.

Suspension

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

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 XI

SENIORITY AND REDUCTION IN FORCE

11.1 SENIORITY

For the purpose of calculating seniority, one list shall be maintained for all Bargaining Unit Employees. Copies of the seniority list shall be furnished to the Association no later than December 1 each school year and updated thereafter as terminations and hiring's affect the seniority roster.

11.2 Probationary Period

Each employee shall be considered a probationary employee for the first ninety (90) days of continuous service in a position covered by this Agreement, after which seniority shall date back to the last date of hire in a position covered by this Agreement. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise disciplined at the sole discretion of the Board without recourse to the grievance procedure.

11.3 Reductions in Force

If the Board shall determine it is necessary to reduce the number of employees, employees shall be laid off based upon length of service, provided the remaining employees have the qualifications and abilities to perform the remaining work. In no way will accepting substitute work interfere with any recall rights for any employee by a reduction in force and such action shall not terminate the Board's responsibility of recall as outlined in Section 9.4 below.

11.4 Recalls

If an employee who has been employed by the Board for at least two (2) continuous years full-time is laid off as a result of reduction in force, and during the next following fifteen (15) calendar months there is a vacancy which the Board has decided to fill, the Board shall first offer such position to the full-time employee who was laid off, provided such employee is fully qualified for such position. If more than one full-time employee has been laid off, the position shall first be offered to the most qualified full-time employee with the greatest seniority (continuous full-time employment) in the District. Refusal of a full-time position shall terminate the Board's responsibility hereunder.

Recall shall be by personal service or certified letter from the Board to the employee's address on file with the Board. An employee's failure to respond affirmatively in writing within fourteen (14) calendar days after receipt of notice shall terminate the employee's right of recall.

11.5 Effects of Layoff

An employee who has been laid off because of a reduction in force shall receive all Board-paid insurance benefits and be entitled to participate in all Board authorized insurance programs in accordance with COBRA following the notice of layoff, provided the insurance carrier(s) shall consent to same, and, where applicable, all premiums due from the employee are paid to ETHS on a timely basis.

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.

11.6 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 in excess of fifteen (15) months;
- (h) does not perform work for the District for a period in excess of twelve (12) 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 Board.

ARTICLE XII
RIGHTS OF THE BOARD

12.1 RESERVED RIGHTS

Except as limited by the specific provisions of this Agreement, the Board retains and reserves the right and responsibility for the proper management of the District in all of its various aspects, including but not limited to the responsibility for the right to maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees; to direct, supervise, and place members of the Safety staff, and to determine whether Safety Department member should be placed in continued service; to determine scheduling of duties; and to establish rules and regulations and to revise, modify, or delete rules and regulations from time to time.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE XIII
NON-INTERRUPTION OF WORK

- 13.1** 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
EFFECT OF AGREEMENT

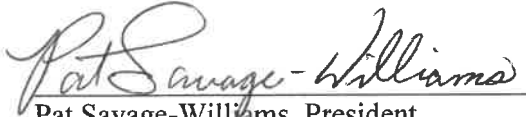
- 14.1** If any section, paragraph, or clause of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.
- 14.2** This Agreement supersedes and cancels all previous agreements between the Board and the Student Welfare Officers and Student Management Personnel 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 XV

DURATION OF AGREEMENT

15.1 This Agreement shall be effective on July 1, 2023.


15.2 This Agreement shall remain in effect through June 30, 2028.


Pat Savage-Williams, President
Board of Education


Chelsea Shephard, President
Student Welfare Officers and Student
Management Personnel Association, IEA-
NEA

June 13, 2023
Date

June 13, 2023
Date


Peter Bavis, Secretary
Board of Education

June 13, 2023
Date

APPENDIX A

Student Management Personnel Salary Chart

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
+\$2.25/hr	+\$1/hr	+\$1/hr	+\$0.75/hr	+\$0.75/hr

2023-2024 Step 1 = \$20.50/hr (new base salary)

Employees who work a regular shift after 4:00 pm shall receive a fifty (.50) cent per hour shift differential.

APPENDIX B

Stipend Grid For FY 2023-2028

Student Management Personnel Annual Stipend Schedule

Stipend	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Assistant Lead	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Lead	\$5,600	\$5,600	\$5,600	\$5,800	\$5,800
Special Lead	\$1,600	\$1,600	\$1,600	\$1,800	\$1,800