

**EDUCATIONAL SUPPORT
PERSONNEL
ASSOCIATION
AGREEMENT**

2021-2022

2022-2023

**Township High School District 214
Arlington Heights, Illinois**

EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

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Article 1 RECOGNITION

In accordance with the Illinois Educational Labor Relations Board's certification effective April 18, 1986, the Board of Education of Township High School District 214, Cook County, Illinois ("Board"), recognizes Educational Support Personnel Association, IEA-NEA ("Association"), as the sole and exclusive negotiating agent for all Educational Support Personnel ("Employees"). Association employees shall include those clerical, technical, security staff, and instructional assistant positions listed in Article 35 of this Agreement but excluding all other employees.

Article 2 PARTNERSHIP

The objective of the Association is to support and work in cooperation with the Board to help achieve the goal of providing the best possible educational services for our students and community. This goal is best achieved when all participants are committed to working together as partners and participating in professional and personal development.

Our vision includes the development of a culture defined by the following partnership beliefs:

- Partners share responsibility for common goals;
- Partners work together, cooperate, and collaborate to assure a positive relationship;
- Partners support each other as team members;
- Partners communicate with each other to assure that everyone is heard;
- Partners recognize and value each other's strengths; and
- Partners work to develop an environment which promotes trust.

In order to implement these beliefs, we embrace the concept of ongoing dialogue toward understanding, implementing, and celebrating a partnership culture.

The Association, the Associate Superintendent for Human Resources, and the Director of Employee Relations shall meet quarterly to discuss mutual concerns.

The Board and Association recognize the importance of communication in maintaining a positive relationship. As such, each site shall establish a system for conducting regular meetings with Association building representatives and a designated administrator.

Article 3 PAYROLL AND PAYROLL DEDUCTIONS

Section 1 Employees are paid on the 15th and 30th of the month. When such dates fall on non-workdays, checks shall be distributed on the last workday preceding the non-work day. All employees hired after July 1, 2014, are paid on a 24 pay period basis.

Twelve-month employees are paid on a 24 pay period basis, with the first payment on July 15 of each fiscal year.

Ten-month employees hired before July 1, 2014, shall be paid on a 20 pay period basis unless the employee submits a written request (using a form prepared by the Business Office) for a 24 pay period option. Any such request shall be made no later than August 15 of any fiscal year and shall remain in effect from year to year unless the employee submits a written request (using a form prepared by the Business Office) no later than August 15 of any fiscal year to be paid on a 20-pay-period basis. The first payment will be on August 30 of each fiscal year.

Those 10-month employees hired before July 1, 2014, who choose to be paid on a 24 pay period basis and do not wish to receive the balance of their salary in one "lump sum" on the last payday of the school year must submit a written request (using a form prepared by the Business Office) no later than May 2 of any fiscal year.

Section 2 The Board has authorized voluntary payroll deductions, which shall normally be divided equally between the 15th and 30th checks during the entire year. Exceptions are made for Association dues, community contributions, court-ordered payments, and for other payments as approved by the Board.

Section 3 The Association will certify the membership and those employees who wish to have Association dues deducted from his/her payroll check. The Board will deduct the dues specified by the Association on a pro-rata basis from the employee's paycheck over not more than fifteen (15) pay periods beginning with October 30. All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after such deductions are made.

In the event of any legal action against or by the employee brought in a court or administrative agency because of dues deduction to the Association, the Association agrees to defend such action, at its own expense and through its own counsel provided:

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

The Association agrees that for any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with dues deductions as articulated in this section. It is expressly understood that this hold-harmless provision will not apply to any claim, demand, suit, or other forms of liability that may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this section.

Article 4 EMPLOYEE AND ASSOCIATION RIGHTS

Section 1 In accordance with the Agreement, the Board agrees not to discriminate against any employee for participation in any lawful activities of the Association and not in conflict with the Agreement. This section is not grievable but may be pursued through the procedures of the Illinois Education Labor Relations Board (IELRB).

Section 2 Upon request, an employee or his/her designee may inspect, copy or attach rebuttals to the information contained in his/her personnel file. This shall occur with reasonable notice and at a reasonable time and place. The Board shall not divulge information contained in the employee's file unless legally required to do so. When disclosure is legally required, the Board shall notify the employee of such disclosure if legally permissible.

Section 3 The Association shall have the right to post notices of its activities on at least one bulletin board in each building as agreed to by the Principal/Director/FVEC designee and Association building representative of each building. The Association shall have the privilege of distributing its information to its members through the existing mail arrangements.

Section 4 Upon request, the Board will provide the Association President and the President's designee with all available public information to assist the Association in evaluating items in negotiations.

Section 5 A matter referred to the Board in writing by the Association, which the Superintendent or Board President considers appropriate for discussion or action by the Board, shall be considered as an early item on the agenda at the next possible Board of Education meeting.

Section 6 With the approval of the supervisor, the President of the Association or his/her designee will be excused from assigned duties for an average of up to five (5) hours per week per fiscal year. The Association will reimburse the Board for the time excused at the individual's current hourly salary.

Article 5 TEMPORARY ASSIGNMENTS

Section 1 It is the responsibility of the supervising administrator to assign personnel so as to utilize the employee's skills and time in the best interest of the total operation. This may result in an employee being given a reasonable ESP work assignment outside of the scope of his/her job description.

Section 2 In the event of an absence or vacancy of more than five (5) workdays exclusive of vacation days, holidays, and floating holidays, with the approval of the building budget administrator, an employee may be asked to perform the majority of ESP duties of an absent employee or of a vacated position. If this assignment is in addition to his/her regular job or at a higher grade level than his/her regular job, the employee will be compensated an additional \$2.00 per hour, which will not be split among employees. This differential will be retroactive to the beginning of the term of the qualifying absence.

Article 6 EMPLOYMENT OF TEMPORARY AND GRANT-FUNDED PERSONNEL

Section 1 When assistance is necessary due to unusual circumstances or absence of staff, temporary personnel may be employed. The rate of pay for temporary clerical/secretarial personnel shall be established according to the Association salary range schedule and in accordance with District guidelines. The District will attempt to fill instructional assistant, resource room assistant, or campus security positions with qualified temporary personnel. However, if unable to do so in a timely manner, these positions will be filled by substitute teachers. The rate of pay for a temporary instructional assistant, resource room assistant, or campus security position will be in accordance with the current substitute teacher salary schedule.

Section 2 If a temporary position extends beyond six (6) months or 600 hours in a fiscal year, it shall be evaluated by the Administration for consideration as a regular position. The results of this evaluation shall be forwarded to the Association. If a regular position is approved, it shall be posted. This does not apply to vacancies created by leave of absence or extended sick leave.

Section 3 A grant-funded employee is an individual employed for a special project funded by a grant or gift. Employees paid with grant funds are hired only for the duration of the grant for which they work.

A grant-funded employee will be considered an Association Employee as defined in Article 1 of this Agreement. The employee will enjoy the same rights and benefits of this Agreement except for seniority in the bargaining unit, which means the employee will not participate in the RIF process as defined in Article 30. The employee will sign a temporary employment Agreement waiving his/her rights to seniority in the bargaining unit.

The Human Resources Department shall publish a semi-annual list of grant-funded employees, including the anticipated end date of the position. They shall also post grant-funded positions in accordance with Article 8 of this Agreement, clearly identifying the posting as a grant position, including the anticipated end date.

Grant-funded positions will be listed in the Position and Grades as outlined in Article 35. Grant-Funded Positions will be aligned with the pay grade that most closely matches a current bargaining unit position. The Human Resources Department, in collaboration with the Administration and the Association, may develop a new position as stated in Article 28 section 2 of this Agreement.

Article 7 EMPLOYEE EVALUATION

Section 1 Each employee shall meet, before the end of the first quarter of the school year, with his/her supervisor/administrator to review the evaluation process, set goals, and discuss the areas upon which he/she will be evaluated. If goals are not finalized by the end of the first quarter, they will not be included in the employee's annual written evaluation. Goals shall be set for one (1) school year at a time unless the ESP member and immediate supervisor mutually agree upon two (2) year goals. In extenuating circumstances, the deadline for goal setting can be extended by the Associate Superintendent in collaboration with the Association President. The written evaluation will be finalized and provided to the ESP member by May 1 of each school year. An employee may, if he/she disagrees, attach a written rebuttal to the evaluation.

Section 2 Newly hired employees will have a performance check-in with their supervisor within ninety (90) calendar days from the employee's first day of work. The new employee will be evaluated at the end of the 130 workdays probationary period for ten-month employees or at the end of the 180 workdays probationary period for twelve-month employees. The supervisor/administrator will submit a written performance review using the approved district instrument.

Section 3 Probationary period is defined as the time in which the employee demonstrates the necessary work habits, skills, knowledge, attitude, and performance to warrant continued employment.

Section 4 At the end of the probationary period, the supervisor will have the option to release the probationary employee or to extend the probationary period until the end of the current school year. If the supervisor notifies the employee that he or she will be given a probationary discharge and the decision has been made not to renew employment, the supervisor may allow the person to stay in the position until the end of the current school year as a probationary employee. In each of these situations, the supervisor will notify the employee and the Association President of the decision by the end of the probationary period.

Article 8 POSITION VACANCIES

Section 1 When the Administration determines that a vacancy shall be filled or when a new position is approved by the Board, a notice of the vacancy shall be posted on the District's website for five (5) workdays. Notice of the vacancy shall contain the job title, location, hours of work, work year, salary grade, and availability. Individuals interested in being considered for the opening shall submit their online application during the five-day internal posting period.

If the Administration is considering not filling a vacancy, the Association will be notified.

Generally, positions of ten (10) hours or more shall be posted. In circumstances when exceptions to posting are necessary, Human Resources will inform the Association President at the time of the building request.

Employees still in their probationary period shall be eligible to apply for any job vacancies which may occur during their probationary period. However, as a condition of promotion/transfer, employees still in their probationary period must complete a new 130 workday probationary period for a ten-month position or a 180 workday probationary period for a twelve-month position beginning with the effective date of said promotion/transfer.

- Section 2 Because the Board is aware of the experience, skills, and talents of the employees, it is the preference of the Board to promote from within the bargaining unit.
- Section 3 The Human Resources Department shall notify the successful applicant in writing of an appointment to a position. All other Association applicants shall be informed in writing that the position is filled. If a position which has been posted, filled, and occupied for at least one day becomes vacant, the Administration shall repost the position.
- Section 4 The Associate Superintendent for Human Resources and the Director of Employee Relations are the only persons authorized to discuss salary with the recommended candidate prior to formal appointment. Any employee who voluntarily applies for and accepts a position at a lower grade level will retain the same percentage relationship above the minimum in the new salary range.
- Section 5 Any bargaining unit work required to be done over the summer will be posted. Postings will occur for five (5) workdays. Employees will apply online to the posting. Preference shall be given to current employees.

Article 9 REMEDIATION AND PROGRESSIVE DISCIPLINE

Section 1 No employee may be dismissed, reduced in rank, laid off, reprimanded, suspended, or disciplined without just cause. As appropriate, either remediation or progressive discipline will be used by the District. The employee is entitled to have present a representative of the Association during any meeting which leads or could lead to disciplinary action or a remediation plan. All specified time limits will exclude any approved leave time.

Section 2 REMEDIATION

Remediation shall occur if an employee is not meeting district standards in his/her job performance. In such cases, the supervising administrator shall take the following actions:

- A. STEP 1 - If an employee is not meeting District standards of performance, the supervising administrator shall take the following actions:
 - 1) Meet with the employee to discuss performance;
 - 2) Inform the employee of the nature of the performance deficiencies and the actions necessary to correct them, as well as a time frame for improvement; and
 - 3) Within five (5) workdays, prepare a written verification for the supervising administrator's own records indicating that the meeting has taken place. A copy of the written verification will be sent to the employee and the Association President. The written verification will clearly state that the ESP is on Step 1 of the remediation process.

- B. STEP 2 - If performance continues not to meet district standards after the initial time frame for improvement has lapsed, the supervising administrator shall hold another meeting with the employee and take the following actions:
 - 1) Provide the employee and the Association President with a written remediation notice which describes the specific areas of deficiency and a plan for improvement including a mutually agreeable time frame; and clearly states that the ESP is on Step 2 of the remediation process; and
 - 2) Meet biweekly to discuss progress toward corrective action, and conduct a follow-up evaluation at the end of the agreed-upon time frame.

- 3) If the employee remedies the specific deficiencies, the remediation shall be expunged from the supervisor's file twenty-four (24) calendar months, not including Board approved leaves for all employees, after the end of the remediation period and shall not be used prospectively by the employer for the purpose of discipline and/or evaluation and/or letter(s) of reference. However, the District may continue to retain records of such discipline in a separate file if the District believes such records may be needed at a future date to demonstrate the District's compliance with state and federal EEO or other laws.
- C. STEP 3 - If successful corrective action still has not taken place, the supervising administrator shall hold another follow-up meeting with the employee and take the following actions:
- 1) Issue the employee a final written remediation notice indicating that performance still is not meeting expectations. This notice shall specify the areas of deficiency, actions necessary to correct them, and a specific, designated time frame for satisfactory remediation. Copies of the remediation notice shall be given to the employee, Association, and Associate Superintendent for Human Resources and will clearly state that the ESP is on Step 3 of the remediation process.
 - 2) Meet biweekly to discuss progress toward remediation of the cited areas of deficiency.
 - 3) If the employee remedies the specified deficiencies, the remediation shall be expunged from the employee's personnel file twenty-four (24) calendar months, not counting Board approved leaves for all employees, after the end of the remediation period and shall not be used prospectively by the employer for the purpose of discipline and/or evaluation and/or letter(s) of reference. However, the District may continue to retain records of such discipline in a separate file if the District believes such records may be needed at a future date to demonstrate the District's compliance with state and federal EEO or other laws.
- D. STEP 4 - If at the end of the remediation period, the evaluations indicate that sufficient improvement in performance has not taken place, a written recommendation for termination will be prepared by the supervising administrator and submitted to the Associate Superintendent for Human Resources. Notice of dismissal will be given in writing by the Associate Superintendent for Human Resources to the employee with copies to the Association and appropriate building administrator(s).

Section 3

PROGRESSIVE DISCIPLINE

Progressive discipline shall occur if an employee is not meeting District standards of behavior and attendance or if an employee is not complying with the District rules and regulations.

Letters or memos that are disciplinary or could lead to disciplinary action or reprimand, except those described in Article 9, Section 2 (Remediation), shall be written within five (5) workdays of knowledge of the alleged incident. The Association will be copied on letters of discipline. After thirty-six (36) months, not counting Board approved leaves for all employees, any official warning letters or references to disciplinary action shall be inoperative and expunged from the personnel file provided the employee has not experienced any disciplinary problems during that time and shall not be used prospectively by the employer for the purpose of discipline and/or evaluation and/or letter(s) of reference.

However, the District may continue to retain records of such discipline in a separate file if the District believes such records may be needed at a future date to demonstrate the District's compliance with state and federal EEO or other laws.

In cases involving progressive discipline, the supervising administrator shall take the following actions:

- A. STEP 1 - If an employee is not meeting the District standards of behavior, attendance, or complying with the District rules and regulations, the supervising administrator shall take the following actions:
 - 1) Meet with the employee to discuss the matter;
 - 2) Inform the employee of the nature of the problem and the action necessary to correct it; and
 - 3) Prepare written verification for the supervisor's own records indicating that the meeting has taken place and that the ESP is being placed on Step 1 of the progressive discipline process. A copy of the written verification will be sent to the employee and the Association President.

- B. STEP 2 - If there is a second occurrence, the supervising administrator shall hold another meeting with the employee and take the following actions:
 - 1) Issue a written reprimand to the employee;
 - 2) Warn the employee that a third incident will result in more severe disciplinary action; and
 - 3) Prepare and forward to the Associate Superintendent for Human Resources a written report describing the first and second incidents and summarizing the action taken during the meeting with the employee and clearly states that the ESP is being placed on Step 2 of the progressive discipline process. A copy of the written report will be sent to the employee and the Association President.

- C. STEP 3 - If there is a third occurrence, the supervising administrator shall take the following actions:
 - 1) Issue a written reprimand or warning; or
 - 2) Recommend suspension with or without pay for up to five (5) workdays to the Superintendent or designee; and
 - 3) Prepare and forward to the Associate Superintendent for Human Resources, a written report describing the third incident and summarizing the action taken during the meeting with the employee and clearly states that the ESP is being placed on Step 3 of the progressive discipline process. A copy of the written report will be sent to both the employee and the Association President.

- D. STEP 4 - If there are additional occurrences, the supervising administrator shall take the following actions:
 - 1) Issue a written reprimand or warning; and
Recommend suspension with or without pay for up to five (5) workdays to the Superintendent or designee; or
Recommend indefinite suspension with pay and termination to the Superintendent or designee.
 - 2) After taking action under Item D(1) above, the supervising administrator shall prepare and forward to the Associate Superintendent for Human Resources

another written report describing the occurrences, indicating the timing between the occurrences, and summarizing the actions taken or recommended and their justification. A copy of the written report, which clearly states that the ESP is being placed on Step 4 of the progressive discipline process, will be sent to both the employee and the Association President.

- E. The progressive disciplinary procedures described in items A, B, C, and D above may be applied to an employee who is experiencing a concurrent series of unrelated problems described in A above.
- F. In cases involving serious misconduct, the procedures contained in items A, B, C, and D above, may be bypassed. The supervising administrator should recommend immediate suspension and, if appropriate, recommend termination of the employee to the Superintendent or designee. Notice of this action will be sent to the Association President.
- G. If a supervising administrator recommends that an employee be terminated, a complete investigation of the situation shall be conducted by the Associate Superintendent for Human Resources, and the employee is to be allowed a hearing with the Associate Superintendent for Human Resources or Superintendent before a final decision is reached.
- H. At any investigatory interview conducted for the purpose of determining the facts involved in any suspected violation of Board rules and regulations, the following procedures are to apply:

Prior to the interview, the employee who is suspected of violating Board rules and regulations must be (1) told in writing the general terms what the interview is about, (2) who will be attending the interview, and (3) provided an opportunity to meet with association representation. The ESP will be given 24 hours notice of the meeting unless it would significantly impact an investigation as determined by the Associate Superintendent for Human Resources.

- I. A period of thirty-six (36) calendar months, not counting Board approved leaves for all employees, during which an employee experiences no disciplinary problems, will nullify any previous violations or incidents for purposes of implementing the disciplinary procedures contained in this policy. Any records of these violations or incidents shall not be used prospectively by the employer for the purpose of discipline and/or evaluation and/or letter(s) of reference. However, the District may continue to retain records of such discipline in a separate file if the District believes such records may be needed at a future date to demonstrate the District's compliance with state and federal EEO or other laws.

Section 4 These provisions do not apply during the probationary period of 130 workdays for newly hired ten-month employees and 180 workdays for newly hired twelve-month employees.

Article 10 JURY DUTY

Section 1 An employee will receive his/her regular salary while on required jury duty.

Section 2 The stipend received by an employee for jury duty will be retained by the employee. The employee will not be reimbursed by the Board for travel or other expenses for jury duty.

Article 11 VACATION WITH PAY (twelve-month employees)

Section 1 Eligibility for days of vacation is to be prorated based on the date of employment. Vacation days are to be taken during the fiscal year following the year in which vacation days were earned. However, with supervisory approval, vacation days may be taken in June of the year in which they were earned. An employee will be permitted to carry over a maximum of five (5) unused vacation days to the following fiscal year. Such vacation days must be used by January 31 of that fiscal year. If accrued vacation days are not used by January 31 of the following fiscal year, up to three (3) of the maximum five (5) days accrued may be converted to sick time within the extent of the provisions of the Illinois Municipal Retirement Fund.

Part-time twelve-month employees will earn vacation days on a prorated basis relative to their assignment (e.g., an employee with a four-hour workday will earn a four-hour vacation day in accordance with the schedule below).

Vacation days shall continue to accrue while an employee is on authorized sick leave but not when utilizing the sick leave bank (see Article 14) or when on workers' compensation.

The following is a schedule for days of vacation earned in the initial fiscal year, to be taken during the second fiscal year, beginning July 1:

<u>Month of Employment</u>	<u>Vacation Days Earned</u>
July	10
August	9
September	8
October	7
November	6
December	5
January	4
February	3
March	2
April	1
May and June	0

Section 2 Vacation days must be pre-approved by the supervising administrator, and every effort should be made to schedule vacations so as to not conflict with peak periods or specific building activities.

Section 3 The following is the schedule for determining days of vacation eligibility. Employment prior to September 30 shall constitute a full year of eligibility toward the vacation schedule. Employees shall be paid on a pro-rated basis for unused days of vacation at the time of termination.

<u>After Completing</u>	<u>Vacation Days Earned</u>
1 year	10
2 years	10
3 years	10
4 years	10
5 years	10
6 years	15
7 years	15
8 years	15
9 years	15
10 years	20

Section 4 After the initial fiscal year of employment, employees who change from the ten-month schedule to the twelve-month schedule will be eligible for vacation days as determined by the employee's original date of employment in the district.

Article 12 PAID HOLIDAYS

Section 1 In the initial fiscal year of twelve (12) month employment, paid holidays shall be those listed on the Fiscal Calendar beginning with the employee's date of hire for that twelve-month position. After the initial fiscal year of employment, employees are to be paid for a maximum of fifteen (15) holidays, including those listed on the Fiscal Calendar. If less than fifteen (15) holidays are listed on the Fiscal Calendar, the remaining "floating holidays" may be taken at any time with the approval of the supervisor.

Section 2 In the initial fiscal year of ten-month employment, paid holidays will be pro-rated based on one (1) day for each full month worked. After the initial fiscal year of employment, employees shall be paid for ten (10) holidays each school year.

Section 3 The Superintendent or designee shall consult with the Association, prior to the adoption of the Fiscal Calendar, on the assignment of days designated as paid holidays regardless of the number of actual (designated) legal holidays.

Article 13 ABSENCE DUE TO ILLNESS

Section 1 In the initial fiscal year of employment, employees shall be granted sick days in accordance with the following schedule:

<u>Month Employed</u>	<u>Sick Days Eligibility</u>
July	12
August	11
September	10
October	9
November	8
December	7
January	6
February	5
March	4
April	3
May	2
June	1

Section 2 The number of sick days accrued by the employee on June 30 of each fiscal year shall be used to determine the number of sick days he/she receives on July 1 for the next fiscal year in accordance with the following schedule:

0 - 9	accrued sick days	= 12 sick days
10 - 20	accrued sick days	= 13 sick days
21 - 60	accrued sick days	= 14 sick days
61 - 110	accrued sick days	= 15 sick days
111 - 170	accrued sick days	= 16 sick days
171 and up	accrued sick days	= 17 sick days

These sick days will be cumulative without limit.

- Section 3 Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- Section 4 An annual statement of sick leave accumulated will be given to each employee. It shall reflect sick leave accumulated as of July 1 of each fiscal year.
- Section 5 If an employee is unable to start the school/fiscal year due to illness, the employee will be granted the annual allotted sick days as if the employee has started the school/fiscal year. If an employee is using sick bank days and is unable to start the school/fiscal year, the new annual allotted sick leave is not granted until after the employee returns to work. However, the actual number of sick leave days to be allotted shall be in accordance with the schedule shown in Section 1 and shall take into account that no additional sick leave is accumulated while utilizing the sick leave bank.
- Section 6 In case of absence because of illness, the supervising administrator should be notified as early as possible.

Article 14 SICK LEAVE BANK

The Board, in cooperation with the Association, has established a sick leave bank. The intent of this plan is to provide extended sick leave to those eligible employees who incur a period of prolonged illness or hospitalization. The sick leave bank is subject to the following guidelines:

- A. After the first anniversary of employment, all employees will participate in the sick leave bank. The Executive Board of the Association, in consultation with the Superintendent, will act as an Advisory Board in all matters that concern the policies and administration of the sick leave bank.
- B. The Board of Education will continue to add an additional 500 days per year or a sufficient number of days to bring the reserve to 1,500 days, whichever is less.
- C. No employee shall be permitted to withdraw sick leave from the sick leave bank until after his/her own accumulated sick leave (and vacation leave for 12-month employees) has been depleted, a physician's written verification of illness has been submitted, and the request has been approved by the Association Board.
- D. Each employee shall be entitled to draw from the sick leave bank a maximum of two (2) times the amount of his/her highest ever accumulated sick leave as of any fiscal year. In no case shall any employee's entitlement in the sick leave bank exceed 240 days for ten-month employees and 280 days for twelve-month employees over the entire course of his/her employment.
- E. If a period of prolonged illness or hospitalization continues from one fiscal year to another, the employee will be entitled to no more or no less than the total number of days accrued from his/her accumulated sick leave and the sick leave bank. This shall be calculated at the beginning of the illness when the disability began. No employee will accumulate additional sick leave during this period.
- F. Vacation days shall continue to accrue while an employee is on authorized sick leave but not when utilizing the sick leave bank (see Article 11) or when on worker's compensation.

Article 15

INJURY ON THE JOB AND SCHOOL SAFETY

Section 1

INJURY ON THE JOB

- A. In the event that an employee is injured while in the course of his/her employment, he/she is covered by Workers' Compensation Insurance with limits as set by law. Any employee who is injured while actually performing the duties of the job shall complete an "initial accident report form" and any additional form(s) that may be required of the employee. All necessary forms are available from the principal/supervising administrator's assistant.

- B. An employee injured on the job shall be compensated in accordance with the provisions of the Illinois Workers' Compensation Act. An employee injured on the job shall continue to receive amounts equal to his/her full salary, without loss of sick leave, for up to twenty (20) working days following injury. On the twenty-first (21) working day of disability, the employee will begin receiving only the Workers' Compensation benefit as determined by the Workers' Compensation Administrator in accordance with the Illinois Workers' Compensation and Workers' Occupational Diseases Act.

The employee is further encouraged to submit at that time a request for temporary disability benefits from the Illinois Municipal Retirement Fund (IMRF). IMRF may determine that the employee is eligible to receive a minimum benefit of \$10 per month in addition to Workers' Compensation if all the requirements as established by the IMRF have been met. Receiving the IMRF minimum disability benefit allows an employee to continue to earn IMRF service credit as well as maintain all other IMRF benefits in force during such time as the employee is receiving Workers' Compensation benefits.

Workers' compensation disability payment checks that an employee is eligible to receive are mailed to the payroll department by the district Workers' Compensation administrators. Payroll will make any necessary adjustments to the employee's regular paycheck to ensure proper compensation as described in the preceding paragraph before forwarding to the employee.

- C. If an employee injured on the job is released for limited/light duty and brings a release form and the physical capabilities form from his/her physician, he/she is expected to report to work. The determination of available work, the right of assignment, and the duration of assignment shall be made by the district.

Section 2

SCHOOL SAFETY

The Board and the Association agree that providing a safe environment for students and staff is a mutual concern.

- A. Guidelines and training in school safety will be provided to all employees in managing sensitive situations they may face in their job.

- B. In the event an employee is asked to supervise a large number of students and expresses reasonable concern for safety, the building administration will take steps to address the situation. These steps may include, but are not limited to:
 - 1) Providing additional staff;
 - 2) Reducing the number of students; and/or
 - 3) Providing communication devices.

- C. If a physical altercation should arise, it will be reported to the Administration and the Association President in a timely manner.

- D. In the event an employee is in an altercation during the performance of District 214 duties, the Board shall reimburse the employee for replacement of any personal property that is damaged or destroyed during such altercation. Reimbursement will be up to \$250.00 per incident upon approval of building administration after the employee submits a receipt. Total annual reimbursement for all employees will not exceed \$2,500.00.
- E. The Association will be represented on each Building Safety Committee. In the event the district establishes a district-wide safety committee, the Association President or his/her designee will be a member of that committee.

Section 3 **CAMPUS SECURITY UNIFORM**

The district has a standard Campus Security uniform that will be worn by all Campus Security staff when on duty. This item of clothing (e.g., shirt, vest) will clearly identify the ESP as Campus Security to students, staff, parents, and visitors to all district buildings. The District will provide a sufficient number of the chosen clothing item to the Campus Security staff at District expense.

Article 16 ABSENCE DUE TO DEATH IN FAMILY

In the case of a death in the immediate family, as defined in the School Code, the employee will be allowed up to three (3) days absence with pay annually. Immediate family includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. If additional time is needed because of extenuating circumstances, the employee may use available sick leave, vacation days, floating holidays and/or personal days. A supervisor may request verification of the death of the immediate family member.

Article 17 PERSONAL LEAVE

Each employee is entitled to up to four (4) personal leave days per year or the equivalent of four times their regular workday hours. Requests for the use of personal leave shall be submitted using the current system of notification provided by the District. Requests for personal leave shall be submitted 24 hours prior to the leave, except in cases of emergency. These days will not accumulate; however, at the end of a school/fiscal year, any unused personal days will be added to the individual employee's accumulated sick leave.

Part-time twelve-month employees will earn personal days on a prorated basis relative to their assignment (e.g., an employee with a four-hour workday will earn a four-hour personal day in accordance with the schedule below).

Personal leave may not be used on the first or last days of each semester or on the days immediately preceding or following the winter vacation, spring vacation, or holidays designated in the school/fiscal calendar. Deductions will be made from the individual employee's salary for such absences. Under special circumstances, when the event cannot be scheduled at any other time, the employee may submit their request through the designated district attendance system.

Personal leave shall not be used for employment for which remuneration is received. Any stipend received by an individual employee while on personal leave shall be surrendered to the Board. If the stipend is greater than the individual employee's daily salary, he/she shall have the option of retaining the stipend and taking a salary deduct for the day.

The personal day allocation during the initial fiscal year of employment is as follows:

<u>Month of Employment</u>	<u>Personal Days</u>
July	4.0
August	4.0
September	3.5
October	3.0
November	3.0
December	2.5
January	2.5
February	2.0
March	1.5
April	1.0
May	.5
June	0

Article 18 LEAVE OF ABSENCE

Section 1 After the second year of employment, an employee may apply for a leave of absence without loss of seniority, status, or position in the salary range at the time the leave commences. The leave of absence will be without pay and will be for a predetermined time not to exceed one (1) school year or twelve (12) months. An employee's seniority shall be frozen; however, upon return from a leave of absence, the employee shall be reinstated to his/her former position or its equivalent, and his/her seniority will be reactivated. All district-paid benefits will cease at the beginning of the leave. The employee has the option to purchase the district medical, dental, life, and accident insurance coverage. IMRF benefits may be extended subject to Fund regulations. Requests for a leave of absence shall be submitted to the employee's supervising administrator and shall state the reason for the leave, duration, and anticipated date of return. Upon approval by the Site Administration, the leave request shall be forwarded to the Human Resources Department for approval by the Board.

Section 2 Requests for a Family & Medical Leave of Absence (FMLA) shall be submitted on the form provided in accordance with Chapter 5:185, Family and Medical Leave, of the Board of Education Policy Manual.

Article 19 DEDUCT TIME

An employee may be granted a reasonable amount of deduct time with the approval of the supervising administrator and, when applicable, the Associate Principal or designated administrator. Requests must be submitted in writing to the Associate Superintendent for Human Resources.

Article 20 HOURS OF WORK - WORK YEAR

Section 1 Specific workday hours for employees are to be approved by the associate principal or supervising administrator. Since offices may be open longer than the regular workday, it will be necessary to establish work schedules to have personnel on duty during office hours.

Section 2 Twelve-Month Employees - The standard workweek shall be Monday through Friday. The actual number of workdays in a fiscal year may vary from year to year as approved by the Board. The Board will close the buildings during the week between Christmas Day and New Year's Day (maximum not to exceed 4 working days). Employees will be given the option of using personal days, vacation days, floating holidays, deduct time, or compensatory time during this week.

If the Board decides to close the buildings for additional days during the winter vacation, the

employees will be given the option of working, using personal days, vacation days, floating holidays, deduct time, or compensatory time.

During spring vacation and during the summer, forty (40) hour per week employees will work and be paid for forty (40) hours, and all others will work their regularly scheduled hours.

Summer hours for offices and 12-month employees will begin the Monday following the close of school and end after the Thursday of the week preceding "Administrative Workshop Week." Administrative Workshop Week begins the week before the first institute day of the school year. For every 6-hour Friday off during the summer, employees will work an extra 15 minutes a day during the school year for the number of days agreed upon by the Board and the Association until the equivalent amount of time off is reached. For those working a 40-hour workweek, the extra time will be calculated as 22.5 minutes and used to compensate for Fridays off during the summer. Hours worked during the summer will be 8.5 hours per day, Monday through Thursday, for 40-hour/week employees.

If July 4th falls on a Monday, employees get both Friday and the 4th off.

If the 4th falls on Friday or Saturday, employees get Thursday and Friday off.

If the 4th falls on Sunday, employees get the previous Friday and Monday off.

Vacation, sick leave, or personal leave will be calculated as 8 hours for a full day during the school year and 8.5 hours for a full day during the summer. Less than a full day will be calculated the exact number of hours absent on any day.

Work hours for those scheduled less than 40 hours and for any employee who retires, is dismissed or resigns their position during the year will be determined on an individual basis and will be agreed to by the ESPA Leadership and the District Administration based on the understanding that all banked time towards summer hours will be compensated accordingly. Any circumstances that arise and are not specifically addressed in this section will also be addressed collaboratively by the ESPA Leadership and the District 214 Administration.

Section 3 Ten-Month Employees - Work hours and days will be determined by the associate principal/supervising administrator and shall usually include the days that school is in session and additional days as assigned. Ten-month employees working during the summer months shall be paid at the current rate for the position occupied.

Section 4 Qualified ESP candidates will be given consideration for co-curricular positions before external candidates.

Article 21 EARLY DISMISSAL OF SCHOOL, DELAYED START AND EMERGENCY CLOSING

Section 1 EARLY DISMISSAL OF SCHOOL

On the days preceding winter and spring break, all school offices will close to the public ten (10) minutes after the conclusion of the last class of the day, and the Forest View Educational Center will close to the public one (1) hour and twenty (20) minutes before its regular closing time. Educational Support Personnel in the district will be dismissed according to the following guidelines:

- 1) ESP staff in the schools and Specialized Schools will be dismissed ten minutes after the conclusion of the last class of the day.
- 2) Forest View Educational Center ESP staff will be dismissed one hour and twenty minutes before the end of their regular workday.
- 3) Part-time ESP will work their regular day unless their hours extend beyond early release time.
- 4) Full-time ESP whose hours extend beyond the regular day will have equivalent time off that is mutually agreed upon by the employee and the supervisor.

Section 2 DELAYED START

If the superintendent declares the need for a delayed start, all ESP impacted by the delayed start time are expected to report to their respective locations no later than the designated time of the delayed start. This procedure applies only to those staff whose normal work hours are impacted by the change.

Section 3 EMERGENCY CLOSING

If the superintendent declares the need to close facilities, ESP are not required to report to work on those days and shall be paid.

Section 4 REMOTE LEARNING DAY

If the Superintendent declares a Remote Learning Day for all students and staff, ESP will be required to attend to work duties remotely as assigned by the Administration and shall be paid.

If the Superintendent declares a Remote Learning Day or adaptive pause for some students or staff, ESP will be assigned work by the Administration either remotely or in-person and shall be paid. All ESP will have access to a district-issued device. Expectations for work completion are the same on Remote Learning Days as all other workdays.

Section 5 ACT OF GOD DAYS

If the Governor and/or regulatory agency declares an "Act of God" day, an ESP will take direction regarding work expectations for the "Act of God" day from the Superintendent or designee and shall be paid.

Article 22 OVERTIME AND COMPENSATORY TIME

Employees are not to work any additional hours unless specifically requested and authorized by their supervising administrator. Before the performance of the overtime work, the employee shall advise the supervising administrator whether the said employee wants to be paid overtime pay or given compensatory time. An employee who has requested the use of such compensatory time shall be permitted by the Board to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the district.

Section 1 OVERTIME

- A. On occasion, a supervisor may ask an employee to work overtime. When this occurs, the employee shall complete a payroll claim form for the overtime hours unless he/she specifically requests compensatory time instead of overtime pay. Time worked in excess of forty (40) hours per week will be paid at a rate of time and one-half.
- B. Employees who, in addition to their regular duties, perform co-curricular activities (excluding sporadic jobs) shall be paid in accordance with the current Co-Curricular Increment Schedule of the Education Association Cumulative Agreement or the salary rate established for the particular Community Education assignment. This shall include all hours worked in excess of their regular daily work schedule. A regular daily work schedule is defined as the number of hours worked in performing bargaining unit work.
 - 1) A separate hourly rate of pay has been established for ESP co-curricular assignments,

which is specified in the ESP Co-Curricular/Community Education Assignment Agreement Form signed by the employee.

- 2) All co-curricular hours are considered to be overtime hours under the Fair Labor Standards Act.
- 3) In the event that the hours actually worked exceed the amount of salary received according to the increment schedule or for the Community Education assignment, the employee shall be compensated for those additional hours at the hourly rate specified on the ESP Co-Curricular/Community Education Assignment Agreement form.
- 4) Employees who perform co-curricular activities must agree with the employer in writing to the above overtime pay plan prior to performance of the co-curricular duties.

Section 2 **COMPENSATORY TIME**

Compensatory time, in lieu of overtime pay, shall accrue at the rate of time and one-half for all hours worked in excess of forty (40) hours per week. All compensatory time must be pre-approved by the supervisor. An employee may not accumulate more than a total of forty (40) hours of compensatory time in a work year. An employee shall have until June 15 to use or schedule any compensatory hours remaining from the current school year. The compensatory hours must be used by August 1. Exceptions extending this time period must be agreed upon by the employee and the supervisor. In the event that compensatory hours are not used, they shall be paid for at the regular rate, which was in effect at the time the compensatory hours were accumulated.

Article 23 LUNCH AND BREAK PERIODS

Section 1 Each day, employees working over 30 hours a week shall have a minimum lunch break equivalent to thirty (30) minutes and two (2) breaks of fifteen (15) minutes each. One break per day may be used to extend the lunch period. Times shall be mutually agreed upon by the employee and supervisor.

Section 2 Employees working thirty (30) hours a week shall have a thirty (30) minute lunch break and one fifteen (15) minute break per day.

Section 3 For employees working less than thirty (30) hours a week, the amount of time used for a break will be reduced proportionately with a fifteen (15) minute break for each four hours worked.

Section 4 Elimination of the fifteen (15) minute break(s), or the lunch break, or both, does not entitle the employee to leave early.

Section 5 Support staff who substitute teach in lieu of their regular work assignment shall receive the difference between their current hourly rate of pay and the established licensed rate for substituting. ESP who are qualified and assigned as substitutes for EA or Supervisory positions, will be paid accordingly.

Article 24 INSURANCE

Section 1 The details of the insurance program are available online, and the terms cannot be changed except through negotiations or a memo of understanding or in accordance with item 6 below.

Section 2 ESP staff who elect employee medical/dental coverage will pay a premium and deductible. (See chart below in Section 3*)

Section 3

Three health insurance options will be offered to ESP staff:

1. a High Deductible Health Plan with a Health Savings Account contribution (HDHP w/HSA);
2. a PPO with increasing deductibles and premiums over time;
3. an HMO

The details of all three plans are delineated on the following chart:

*(NOTE: these charts represents terms effective January 1, 2021, and are subject to modification that may be necessary to maintain compliance with IRS code or as a result of the process detailed in section 6 below)

Medical/Dental Insurance	Single/Family	Deductible	% of Premium
In-Network PPO	Single	\$750.00	15%
	Family	\$1,500.00	20%
HDHP w/HSA	Single	\$2,800.00	8%
	Family	\$5,200.00	12%
HMO	Single	\$0	8%
	Family	\$0	12%

Effective January 1, 2021, members of the Association electing to participate in the HDHP with HSA will receive a Board contribution toward the HSA, a minimum of \$3200 for family coverage and \$1600 for single coverage, on the first day of January each year.*

PPO/HMO RX copay(single/one month Rx)	
Non-Preferred Generics	\$10.00
Preferred Formulary	\$30.00
Non-Preferred Formulary	\$60.00
Specialty	\$100.00

Section 4 Medical/Dental Program

A committee representing all employees covered by the Medical/Dental Program, the Administration, and the Board of Education will confer to develop recommendations for coverage, cost containment, and premium changes.

Section 5 Section 125 Plan

A Section 125 Plan is offered and includes four options. The first involves pre-tax payment of dependent medical/dental premiums. The second involves pre-tax payment of medical/dental expenses, which are not reimbursed by insurance. The third involves pre-tax payment of dependent care expenses. The fourth involves the cost of over-the-counter drugs, supplies, and dietary supplements used to treat an illness, injury, or condition. Participation in each option will be voluntary. The terms and conditions for participation will be specified in a plan document which will be prepared by the Board to comply with provisions of the Internal Revenue Code.

Section 6 Insurance Committee

The District 214 Insurance Committee, representing the Board of Education, the Administration, and all employees covered by the medical/dental program, will meet monthly during the school year or as determined by the committee, to confer and review recommendations and changes to the program regarding coverage and cost-containment strategies. If program costs increase by more than 3% in any given year, it will trigger a review of the situation by the Insurance Committee, which will consider if money is available in the budget elsewhere (relative to the Education Fund Balance target) to offset the overage in a given year. If the overage cannot be offset, and the Insurance Committee deems it necessary to take action, the Insurance Committee will implement measures to contain costs within the 3% threshold.

The Board reserves the right to make changes, if necessary, to any of the following:

- insurance carrier
- insurance broker
- plan benefits
- procedures for premiums
- benefit costs and utilization rates
- potential savings.

The Insurance Committee may elect, through the process described herein, to make changes to the following:

- cost-sharing of premiums
- deductibles
- medical co-pays
- out of pocket maximums
- co-insurance rates
- prescription co-pays
- other aspects of the plan as recommended.

The ESP Association will be represented by one member on this committee, and the ESP representative will have the authority to vote on behalf of the Association on any proposed changes to the health insurance plans. After proposed changes are presented and discussed at a meeting, there will be a minimum two-week interval (to allow for communication and consideration of the proposed change(s) by the respective governing boards of the employee associations), followed by a second meeting at which the seven voting representatives on the Insurance Committee will approve or reject the change(s). Five votes of approval (5/7) will constitute a passing vote. Making changes to the health insurance plans in this manner will not constitute "opening up the contract," as the process for modifying the medical/dental program is hereby allowed "by contract" if the terms set forth in this section are met.

Article 25 NEGOTIATIONS

- Section 1 It is in the interest of the Board and Association to begin negotiations by January 15 unless another mutually agreed to date is established. The Board and Association shall mutually agree to a date and time to exchange copies of proposals which include changes, additions, and/or deletions to the Agreement. At the latest, negotiations shall begin ninety (90) days prior to the expiration of the Agreement.
- Section 2 Prior to the beginning of negotiations, the parties have the right to select their negotiating teams, but it is the desire of the parties to have team sizes that are conducive to making decisions.
- Section 3 The Board and the Association shall confer upon their respective representatives the necessary power and authority to make proposals, make counter-proposals and reach tentative agreements, which shall be presented to the Board and Association respectively for approval/ratification.
- Section 4 The impasse procedures of the Illinois Educational Labor Relations Act will prevail, and the parties agree to jointly request the services of the Federal Mediation and Conciliation Service when the mediation process is invoked.

Article 26 MEMORANDA OF UNDERSTANDING

The Board and the Association recognize that memoranda of understanding may be necessary during the term of this Agreement.

Memoranda that involve a clarification of existing contractual language shall be ratified by affirmative votes of the Board and by the Association, as represented by its Executive Board.

Memoranda that involve the addition, deletion, or modification of agreement provisions shall be ratified by an affirmative vote of the Board and by the Association through a method determined by its Executive Board.

Article 27 GRIEVANCE PROCEDURE

- Section 1 A grievance is any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of a Board policy or of this Agreement; however, only grievances alleging a violation, misinterpretation, or misapplication of the Agreement may be processed to arbitration.
- Section 2 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

Section 3 Class grievances involving one or more employees and grievances involving an administrator at the district level may be initially filed by the Association at Step 2.

Section 4 Should the attendance at a meeting involving any grievance require that an employee or an Association representative be released from his or her regular duties, he or she shall be released without loss of pay or benefits.

Section 5 The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to work toward problem-solving through free and informal communication. Accordingly, the parties shall attempt to informally resolve any grievance herein defined. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

Step 1: The employee or the Association may present the grievance in writing to the Associate Principal, designee, or supervising administrator within twenty (20) workdays of the alleged incident. If presented to the Associate Principal or designee, a copy must also be presented to the supervising administrator. In buildings where there is no Associate Principal, the grievance will be submitted to the supervising administrator. Within five (5) workdays after receipt of the grievance, the Associate Principal, designee, or supervising administrator will meet with the Association's representative and the grievant. Within five (5) workdays of the meeting, the grievant and the Association shall be provided with the Associate Principal, designee, or supervising administrator's written response, including the reasons for the decision. If the Associate Principal, designee, or supervising administrator does not respond within five (5) workdays of the meeting, the grievance shall be deemed admitted.

Step 2: If the grievance is not resolved at Step 1, the Association and/or grievant may refer the grievance to the Associate Superintendent for Human Resources within five (5) workdays after receipt of the Step 1 response. Within five (5) workdays of the receipt of this appeal, the Associate Superintendent for Human Resources shall meet with the Association representative. Within five (5) workdays of the meeting, the Association shall be provided with the Associate Superintendent for Human Resources' written response, including the reasons for the decision. If the Associate Superintendent for Human Resources does not respond within five (5) workdays, the grievance shall be deemed admitted.

Step 3: If the grievance is not resolved at Step 2 to the satisfaction of the Association, it may refer the grievance to binding arbitration by notifying the President of the Board within ten (10) workdays of receipt of the Step 2 written decision. At the same time, the Association shall forward a demand for arbitration to the American Arbitration Association, requesting a panel of five (5) arbitrators who are members of the A.A.A. Labor Arbitration Panel.

Upon receipt of the list of arbitrators, the parties shall have five (5) workdays in which to research the names therein. Upon the expiration of the research period, the President of the Board and the President of the Association (or designees) shall meet within seventy- two (72) hours in order to select an arbitrator. If the parties cannot agree on the selection of an arbitrator, each party will alternately strike one name from the list until only one arbitrator remains. The party winning a toss of a coin shall have the option of striking the first name or having the other party do so.

Notification of arbitrator selection and all arbitration proceedings shall conform to the rules and regulations outlined by the A.A.A. Such proceedings shall take place at the earliest possible date.

The decision of the arbitrator shall be final and binding on the parties. The authority of the arbitrator shall be strictly limited to whether there has been a violation, misinterpretation, or

misapplication of the Association Agreement. The cost incurred, with the exception of respective legal fees and research costs, shall be shared equally by the Board and the Association.

Article 28 POSITION CLASSIFICATION

- Section 1 Job descriptions shall be maintained in the Human Resources Department and on the district server for all approved positions. Each employee shall be provided with a copy of his/her job description upon appointment to a position.
- Section 2 In the event that the Administration proposes a new job, a job description shall be developed by the Human Resources Department in collaboration with the Administration and Association. Upon completion of the proposed job description, the Associate Superintendent for Human Resources and Association President [or respective designee(s)] shall submit the proposed job description and recommended grade placement to the Superintendent's Leadership Team for consideration. The recommended salary grade shall be determined by using a comparative analysis of current and existing ESP positions. If necessary, an external market review will be included. If approved, the recommendations will be submitted to the Board for final approval.
- Section 3 In the event that the Board approves significant changes to an administrator's/ supervisor's job description, which may affect the duties and responsibilities of an ESP position(s), the ESP staff member(s), Association building representative(s) and designated administrator(s) shall meet to discuss the impact said changes may have on the affected employee(s). If it is determined by the building administration that changes to the ESP job description are warranted, the Human Resources Department shall be contacted to collaboratively prepare a revised job description. The revised job description and recommended grade placement shall then be submitted for approval as described in Section 2.
- Section 4 No earlier than one (1) year after Board approval of a new or revised job description, if an employee and/or his/her supervising administrator can document that the workload has increased significantly, a meeting shall be conducted with the Association building representative(s) and designated administrator(s) to identify the best methods for resolving the issue. Possible resolution, utilizing the beliefs and concepts described in Article 2, PARTNERSHIP, include a redistribution of work assignments/hours, employment of temporary personnel, and/or formal request for additional regular positions.
- Section 5 Employees who are affected by a change in grade shall be notified of the Board's decision, in writing, within ten (10) workdays. Any change in grade will be effective at the beginning of the next fiscal year (July 1).
- Section 6 Beginning during the 2021-2022 school year, ESP employee job descriptions will be reviewed by a joint committee of the Administration and ESP. All recommended revisions of the joint committee will be provided to the Superintendent and/or designee for review and final approval.

Article 29 STAFF DEVELOPMENT

- Section 1 The Associate Superintendent for Human Resources or designee(s) and an appointed Association committee shall meet during September to set up a staff development schedule for the school year. The designated staff development time may be utilized for either inter-building or intra-building in-service activities. Employees will be expected to participate unless excused by their supervising administrator or unless the activity is scheduled beyond the employee's normal working hours.

Section 2 When employees participate in a District-sponsored workshop beyond the normal school day or school year, employees will be paid their regular hourly rate unless the program pays a higher rate. Hours over forty (40) per week will be paid at 1.5 times the regular rate.

When ESP lead or co-lead a District-sponsored workshop beyond the normal school day or school year, the ESP leading or co-leading the workshop will be paid at the current EA rate as noted in the EA Cumulative Agreement.

Section 3 The Board will make available up to \$1,500 and up to 15 days release time annually to each building to be used for professional activities for the building's employees. It will be used for professional development programs and dues to professional organizations (not Association dues). The employee must receive approval for professional leave from his/her supervisor and the Associate Principal. The intent of this article is to provide an opportunity for the employee to continue his/her education and to provide for professional growth.

New employees and employees who take new positions within the district will be invited to participate in a job shadow/on-boarding program with an individual in a similar position. The purpose of this program is to assist in the on-boarding of new employees and employees who take new positions within the district. A mentor will be assigned by the Administration, and the length of on-boarding will be dependent on the position complexity and determined by the immediate supervisor and approved by the Associate Superintendent for Human Resources or designee. If approved, the mentor will be paid their regular hourly rate plus an additional \$4.00 for each hour approved. The ESP Professional Development Fund will be used to support the additional hourly rate. The Professional Development Fund will be reevaluated if the growth of the job shadowing/training program exceeds the funds allocated.

Section 4 When it is the request of an Administrator that an employee attends a professional activity, the registration fee will be paid by the Board.

Section 5 The Board or its designees and the Association will engage in shared decision-making regarding the staff development funds provided for in this agreement or any other funds which may be made available by the Board exclusively to the Association.

Section 6 TUTION REIMBURSEMENT

Tuition incentives will be provided to employees when taking courses to continue their education and to provide for professional growth in their present assignment and/or another District 214 position.

Program Guidelines:

- A. Employees in a full-time ESP assignment with at least two years of full-time ESP district service will be eligible to participate in the program.
- B. Tuition support will be provided for up to six (6) semester hours of credit per semester and up to twelve (12) semester hours in the summer which may be taken at fully accredited colleges or universities or approved institutions of learning.
- C. Tuition support will be contingent upon successful completion of the course(s) and will be reimbursed at a rate of up to 75% of tuition, not to exceed \$250 per semester hour of credit. Tuition reimbursement will only be provided during the term of employment.
- D. For full-time employees in the district (with at least two years of full-time district service), with a portion of their assignment being ESP, the rate of tuition reimbursement will be based on the percent of the ESP assignment, following guidelines in B & C according to the

following formula: Tuition (based on guidelines in B) times up to 75% (based on guidelines in C) divided by the percent of ESP assignment equals the reimbursement amount.

- E. The program will be administered by a committee consisting of three Board representatives and three Association representatives. ESPA committee appointments will be determined by the Association.
- F. This committee will be responsible for determining eligibility, reviewing each tuition reimbursement request, and approving/denying said request.
- G. The decision of the committee is final and not grievable.
- H. The Board shall budget \$25,000 for tuition reimbursement annually.

Article 30 REDUCTION IN FORCE

Section 1 The purpose of this provision is to define a reduction in force (RIF) and establish procedures for an orderly and equitable RIF while minimizing disruption to the educational process.

Section 2 A RIF situation exists when an employee's position is eliminated when an employee is bumped, when an employee's hours are involuntarily reduced or when a position is reduced from twelve (12) months to ten (10) months.

Section 3 Employees, on the effective date of a RIF decision, may in this order:

- A. Fill a vacancy in the same or similar position;
- B. Fill a vacancy in the same grade;
- C. Bump the least senior employee in the same or similar position;
- D. Bump the least senior employee in the same grade.

Section 4 In order to fill a vacancy or bump:

- A. An employee must be qualified for the position;
- B. A ten-month employee may not bump a twelve-month employee;
- C. A part-time employee (fewer than thirty [30] hours per week) may not bump a full-time employee (thirty [30] hours or more per week);
- D. An employee may not bump into a higher grade level position.
- E. A 30-plus hour employee may not be required to bump a part-time employee at the risk of losing the right to be placed on the recall list.

Section 5 The following procedures shall apply:

- A. When the district makes a decision to RIF, it must give written notice to the employee at least thirty (30) days before the end of the school term, with the exception that if a reduction in hours is due to an unforeseen reduction in the student population, notice must be given to the employee at least five days before the reduction. This notice shall be mailed and also sent by either certified mail return receipt or by personal delivery. The notice must state that the employee is being honorably dismissed and the reason for the dismissal. Failure to give notice as required may result in automatic reemployment for the following school

term. In addition, the Association shall be provided with a list of all RIF'd employees.

- B. Employees who are affected by a RIF situation will be informed of their placement options by Human Resources. Each of these employees will notify Human Resources in writing of their placement preferences. Human Resources will make placement decisions in order of seniority. Seniority is defined as years of continuous service in the bargaining unit. RIF'd employees are guaranteed the right to fill a vacancy in the same or similar position. If the same or similar position is not available, the employee may fill a vacancy in the same grade. If there is no available vacancy in the same grade, the employee may then bump the least senior employee in the same position. If there is no one to bump in the same or similar position, the employee may then bump the least senior employee in the same grade. The Association will be provided copies of the placement preferences, will be invited to be represented during the decision-making process, and will be provided copies of placement decisions.
- C. When an employee is considered for filling a vacancy, the District may use a qualification interview. The District will not post or recruit from outside the bargaining unit once the RIF has been announced until the District has determined that no internal candidate is qualified to fill the vacancy. The District shall have full discretion to determine which RIF'd candidate is best qualified to fill a vacancy.
- D. RIF'd employees accepting a lower-grade position will be frozen at their current rate of pay until the hourly rate at their row reaches or exceeds their frozen rate of pay, at which point they will resume normal movement on the salary schedule at their row in the new grade.
- E. Beginning the school year term following a termination or reduction from full to part-time status due to a reduction in force, and for twelve months thereafter, individuals who have been terminated or whose work hours were reduced from full to part-time as the result of a RIF shall be eligible for the following recall provisions:
 - 1) The District shall maintain a list of employees who were terminated due to a RIF in order of seniority (Terminated Recall List). If an individual is not recalled within 12 months following the beginning of the school term following their termination, or if an individual refuses a recall to a position for which s/he is qualified, the individual will be dropped from the list.
 - 2) In the event that a position within the bargaining unit becomes available due to a termination or the creation of a new position, the district shall offer the position to the most qualified senior person on the Terminated Recall List at the time of the vacancy. If the individual refuses or fails to respond to the recall, the individual will be removed from the list, and the district shall offer the position to the next person on the list so qualified. The process will continue until either the vacancy has been filled or the district has exhausted the list of qualified individuals for that vacancy. At that time, the district may post the position as per Article 8 of this Agreement.
 - 3) If more than one position is available for recall, a person on the recall list will be recalled in order of seniority to any vacant position in any category of position for which s/he is qualified.
 - 4) If a full-time employee (30+ hours) is RIF'd to a part-time position (below 30 hours), they can accept a part-time position and remain on the recall list until they return to a full-time position.
 - 5) All rights which accrued up to the effective date of dismissal will be retained by a rehired employee.

Article 31 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Illinois and of the United States.

Article 32 NO STRIKE CLAUSE

It is agreed that during the term of this Agreement, the Association will not engage in or assist in a strike, except as permitted in the Illinois Educational Labor Relations Act.

Article 33 VOLUNTARY RETIREMENT INCENTIVE

Section 1 Eligibility Requirements

Effective with the commencement of this contract, in order to be eligible to participate in the Voluntary Retirement Incentive Program, an employee must meet all of the following criteria:

- A. Be eligible for Illinois Municipal Retirement Fund (IMRF) retirement benefits (covered by both IMRF and social security);
- B. Have completed at least fifteen (15) years of full-time employment in District 214. Full-time is defined as a minimum of thirty (30) hours per week.
- C. Submit a written notification to the Associate Superintendent for Human Resources no later than January 15, four years in advance of the year of retirement in order to qualify for maximum salary benefits or according to the following timeline. The selected retirement date must be on the last day of the employee’s contract date.
- D. As long as no new externally imposed penalties apply, the District intends to continue the 6% incentive for all declarations of intent to retire made through January 15 of the last year of this Agreement.

Voluntary Retirement Incentive Timeline

<u>Retirement Date</u>	<u>Submit Intent by</u>	<u>Years of 6% Increase</u>
June, 2022	1/15/2022	1
June, 2023	1/15/2023 1/15/2022	1 2
June, 2024	1/15/2023 1/15/2022	2 3
June, 2025	1/15/2023 1/15/2022	3 4
June, 2026	1/15/2023	4

Section 2 Benefits

Under this Agreement, the Board of Education will provide the following:

- A. If the ESP provides four years notice of their intent to retire according to Eligibility Requirements of the section above, he/she will receive 106% of his/her previous year's IMRF base salary for each of the final four years for time worked.

If the ESP provides less than four years notice of their intent to retire, he/she shall receive 106% of their previous year's IMRF base salary for each year of the remainder of their tenure in the district.

When the ESP submits his/her intent to retire, he/she is taken off of the salary schedule, and the retirement incentive shall become due and payable to the ESP as provided below, in lieu of any scheduled salary increases.

The base salary is increased 6% over the previous year's actual base salary as a retirement incentive. If the ESP receives additional extra duty pay that would cause the ESP's IMRF creditable earnings to be increased by more than 6% over the previous year when combined with the modified base salary, then the full 6% increase in modified base salary shall not be due and payable to the ESP in that year.

If an ESP's total creditable earnings in IMRF increase more than 6% in any of his/her final years of employment (maximum of four), his/her voluntary retirement incentive will be adjusted to keep IMRF creditable earnings within 6%, and the additional amount will be paid to him/her as a non-creditable, lump-sum approximately 45 days after the ESPs final paycheck for regular earnings, or as soon as possible, so the District does not incur a penalty, fee, fine, IMRF Accelerated Payment and/or excess employer contribution.

Any duties or activities beyond the ESP's base salary for which he/she will be paid will require the pre-approval of both the immediate supervisor and the Associate Superintendent for Human Resources. This will help to ensure that the 6% cap is not exceeded. After submitting an intent to retire, an ESP may not perform any extra duty assignments that have not been pre-approved.

- B. The opportunity to continue to receive employee medical and dental insurance from the District as per the conditions in the current District 214 Insurance Booklet at 50% of the individual employee cost of BCBS PPO Insurance or BCBS HMO Illinois Insurance until the age of 65 or until the employee becomes eligible for Medicare, whichever occurs first.

These retirement benefits are not offered in conjunction with any other retirement program unless specifically approved by the Board.

Section 3 When a retiring employee has twenty (20) or more years of District employment and his/her anniversary date falls between July 1 and September 30, he/she shall also receive a longevity bonus at the time of retirement in June of the employee's retirement year.

Article 34 SALARY RANGES

Section 1 The salary schedule for the length of the agreement (from 2021-2022 through 2022-2023) will include twenty (20) steps with the first and last steps consistent with those of the row schedule in place in 2020-21. Employees in Rows 80 to 44 will move to corresponding Steps 2 to 19. Those in Rows 42 to 18 will be moved to Step 20, which is the top of the 2021-22 salary schedule.

For 2021-22, each step will increase by 1.9% over the 2020-21 corresponding row salary rate in rows 80 to 44.

For 2022-23, each step will increase by 2.0% over the 2021-22 step salary rate.

Annually on July 1, employees hired before July 1, 2021, will receive a one-step salary progression on the salary schedule

Those employees at the top of the salary schedule:

For 2021-22, salary will increase by 1.9% over the 2020-21 row 42 salary rate.

For 2022-23, salary will increase by 2.0% over the 2021-22 step 20 salary rate.

Section 2 Longevity

If during a fiscal year (July 1 – June 30) an employee reaches his/her twentieth (20th) year of ESP employment, or is a current employee presently at the maximum hourly rate for his/her grade, or progresses to the maximum hourly rate for his/her grade, said employee shall receive the longevity bonus on December 15 of the fiscal year in which the anniversary or the maximum hourly rate is reached and each fiscal year thereafter through the twenty-fourth (24th) year. Said bonus shall not be cumulative. Bonus shall be as follows:

2021-2022	\$850
2022-2023	\$850

If during a fiscal year (July 1 – June 30) an employee reaches his/her twenty-fifth (25th) year of ESP employment, said employee shall receive the longevity bonus listed below on December 15 of the fiscal year in which the anniversary is reached and each fiscal year thereafter. Said bonus shall not be cumulative. Bonus shall be as follows:

2021-2022	\$1,000
2022-2023	\$1,000

Eligibility shall be based on the District seniority list.

Section 3 Paraprofessionals

ESP who hold an Educator License with Stipulations endorsed as a paraprofessional or who are otherwise qualified under the provisions outlined in Section 1.630 of the Illinois State Board of Education "23 Illinois Administrative Code" will receive 1% of their base salary as an annual stipend during the term of this contract. This stipend shall be paid on December 15 of the fiscal year. Those meeting the requirements prior to the beginning of the second semester in a school year will receive .5% of their base salary on May 30 of that fiscal year and the 1% stipend in subsequent years.

Section 4 ESP who are qualified and assigned as substitutes for EA or Supervisory positions, will be paid accordingly.

Article 35 POSITIONS AND GRADES

Grade 1

Clerk-Typist 10-month
Clerk-Typist 12-month
Mail Technician/Clerk Production/General

Grade 2

Health Clerk
PE Area Assistant
Receptionist
YAEP Assistant

Grade 3

Athletic Assistant
Attendance Assistant
Campus Security
College Career Center Assistant
Division Assistant
Individual Resources Assistant
PE Area Assistant (Aquatics)
Preschool Aide
Resource Assistant

Grade 4

Accounting Assistant
Administrative Asst 10-month
Administrative Asst 12-month
Assessment Center Assistant
Attendance Interventionist
Data Processing Operator
Instructional Assistant-ELL
Instructional Assistant-Student Services
Job Placement Specialist
Payroll Assistant
Pre-School Assistant
Production/Mail Technician
Professional Learning Program Assistant
Registrar
Senior Purchasing Payables Clerk
Student Success Coach

Grade 5

Administrative Assistant II

Bookkeeper
Network Services Assistant
Print Production/Digital Print Specialist
Program Asst./Medically-Fragile--Student Serv.
Senior Accounting Assistant
Student Information Systems Analyst
Student Services Administrative Assistant
Technology Assistant/Help Desk 10-month
Technology Assistant/Help Desk 12-month
Technology Assistant/Lab
Technology Assistant/Library

Grade 6

Administrative Assistant III

Article 36

This agreement shall be in effect from July 1, 2021, to June 30, 2023.



Daniel F. Petro
President
Board of Education

4/8/2021

Date



Peter Panagakis
President
ESPA-IEA/NEA

04/08/21

Date

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