

AGREEMENT

between

the

BOARD OF EDUCATION OF

WEST CHICAGO ELEMENTARY SCHOOL DISTRICT NO. 33

and

DISTRICT NO. 33

SUPPORT STAFF ASSOCIATION, IEA-NEA

2023-2027

(2022-2023/2023-2024/2024-2025/2025-2026/2026-2027)

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PREAMBLE

Preamble

This document reflects commitments made to each other by the Board of Education, Administration and the Support Staff Association members in West Chicago Elementary School District 33, DuPage County, Illinois. It is the result of open and honest discussions held between the groups, which resulted in the Collective Bargaining Agreement which follows this document. It is created collaboratively as a renewed commitment to build more positive and effective working relationships.

It is the desire and intent of the parties to celebrate differences because they enrich the possibilities, to stand united in deeper purposes and shared beliefs, to learn from each other and to work well together in order to build a strong and effective District 33. The parties believe that a strong and effective District 33 is critical for the preservation and improvement of public education in our school community.

To build a better working relationship and create a climate of trust, the parties commit to do the following in their interactions at each work site and at all levels.

- Respect one another
- Actively listen to one another
- Communicate openly and honestly
- Act in a trustworthy manner
- Commit to build trust
- Share appropriate leadership and responsibility in decision-making
- Seek information before reaching conclusions
- Focus on the future and not the past
- Embrace the challenges of the future
- See problems as opportunities to work together
- Recognize each other's needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize the dignity and contributions of each other
- Encourage and support risk-taking
- Build shared vision

Finally, this commitment statement is not created as a part of the Collective Bargaining Agreement. Its effectiveness is to be evaluated and reviewed by representatives of the respective parties regularly each year in an effort to make it an integral part of the behavior and culture in District 33.

ARTICLE I – RECOGNITION

1.1 Bargaining Unit

The Board of Education of West Chicago Elementary School District No. 33 (hereinafter referred to as the “Board”) recognizes, pursuant to the certification issued by the Illinois Educational Labor Relations Board Case No. 2007-RC-0025-C, the District 33 Support Staff Association (hereinafter referred to as the “Association”) as the exclusive bargaining agent for all classified personnel,-excluding the following job titles: Director of Facilities and Grounds, Coordinator of Facilities and Grounds, Secretary to the Superintendent, Secretary to Executive Director of Business and Operations, Secretary to the Executive Director of Human Resources, Human Resources Specialist, WeGo For Kids Director, Community School Coordinator, Account/Fiscal Operations Assistant, Accounts Payable/Benefits Assistant, those employees covered by another collective bargaining agreement, namely the District No. 33 School Service Personnel Association, IEA-NEA, classified personnel with regular assignments of fewer than 12 hours per week, and all supervisory, managerial, confidential or short-term employees as defined in Section 2 of Illinois Educational Labor Relations Act, 115 ILCS 5/1, et.seq.

1.2 Definition

The term “employee,” when used hereinafter in this Agreement, shall refer to all persons in the bargaining unit described in Section 1.1 above. The term “Superintendent” when used hereinafter in the Agreement shall refer to the Superintendent or his/her designee.

1.3 Exclusive Representation

The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any employee individually during the duration of this Agreement on matters covered by this Agreement.

1.4 New Positions

Any newly created positions performing bargaining unit work shall be subject to the terms of this Agreement. Any terms and conditions beyond this Agreement, which relate to such new positions, shall be negotiated with the Association prior to their being finalized by the Board.

1.5 Management Rights

The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees, and the direction of employees, limited only by the lawful provisions of this Agreement.

It is expressly understood and agreed by the Association that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board insofar as such authority is vested in it by the laws and constitutions of Illinois and the United States as authority properly exercised by it.

ARTICLE II -- ASSOCIATION RIGHTS

2.1 Dues Deduction / Fair Share

- A. The Board agrees to deduct from the regular paychecks of the employees dues to be forwarded to the Association and its affiliates as said employees shall individually and voluntarily authorize. The Board shall forward to the treasurer of the Association all such deductions no later than the 20th day of the month following their deduction. Upon the transmittal of the dues deduction, the Board shall be absolved of any and all responsibility for these funds.
- B. Such fees shall be paid to the Association by the Board in installments on the same schedule as payroll deductions of Association dues.
- C. The Association agrees to defend, indemnify, and hold the Board harmless against any claims, demands, suits, or other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

2.2 Use of Facilities and Equipment

The Association shall not be denied reasonable use of, or access to District facilities and equipment as described in this section 2.2 provided, however, such use does not interfere with normal school or District operations or instructional preparation, and that such use occurs outside of working hours. In addition, such use of District facilities and equipment shall be subject to the District's Facilities Use Procedures. Subject to these provisions, the Association may use District facilities and equipment as follows:

- A. School facilities for meetings of the local Association, provided prior approval has been received from the designated administrator for use of the specific room or facility requested. No requests for use of facilities shall be granted unless a District employee is available at the specific building during the time scheduled for the function.
- B. District duplicating services, provided use of particular machines has been approved by the designated administrator and the Association reimburses the District for the cost of materials and for any damage, which arises from the use of the equipment.
- C. Inter school mail, building mailboxes, and email systems for the distribution of Association materials, provided such materials are clearly identifiable as to source. Security of the District's system shall be considered. The Association will abide by the recommended limits

of size as posted on the Technology Department's E-Board. Upon request, a copy of any Association materials so delivered shall be promptly given to the Superintendent.

- D. The District will designate bulletin board space in each building, conveniently located for the purpose of internal communications, provided all such publications shall be identified as Association materials. The Association will limit the posting of any materials on District property to bulletin boards designated for Association materials and publications.

2.3 Access to Information

The President of the Association shall be provided a copy of the "Board Packet" which excludes all confidential Board information, at least twenty-four hours prior to the scheduled time of any regular or special board meeting. One copy of the Board minutes shall be provided to the President of the Association after approval by the Board.

2.4 New Employees

A. Information

A list of newly hired and recalled employees shall be provided to the Association by the Board no later than the first day of student attendance of each year. Information concerning employees hired after this date and employees no longer employed after this date shall be made available to the Association by the first and third Thursday of every month. The information provided shall include the employee's legal name, address, building assigned, position assigned, daily hours, salary and hire date. Also to include reason for leaving and exit date for employees no longer employed.

2.5 Association Leave

- A. Leave of absence without loss of pay shall be granted by the Board to the Association President or designee for official Association business, for up to seventeen (17) days per year provided that such request shall be limited to two (2) employees in positions for which the Board would typically provide substitutes and that no more than two (2) employees per building will be requested on a student attendance day.
- B. Notice of intention to utilize such a leave of absence shall be submitted in writing to the Superintendent or designee at least three (3) workdays in advance of the onset of such leave. Instructional staff shall not exercise Association Leave during the first five (5) teacher employment days or the last five (5) teacher employment days of the school year, or designated State testing days.
- C. Leave of absence hereunder shall be non-accumulative.
- D. Except for scheduled events of the state and/or national affiliates, Association leave days shall not be taken on institute or in-service days without the approval of the Superintendent or designee.

2.6 No Association Business During Working Time

No Association member or officer shall conduct any Association business during working hours unless authorized in advance in writing by the Superintendent.

ARTICLE III – EMPLOYEE RIGHTS

3.1 Employment Status

- A. An employee shall be considered probationary for the first ninety (90) workdays of employment. At the District's discretion and on written notice to the Association, the Board may extend the probationary period for an additional period not to exceed an additional forty-five (45) workdays. In such cases, the employee shall be provided with reason(s) for the extension of the probationary period and a conference shall be held with the employee to explain the reason(s). The Administration shall be allowed ten (10) working days after the conclusion of a ninety (90) day probationary period to inform the employee of the Administration's evaluation and recommended action. Once an employee has completed the probationary period, he/she shall only be disciplined or separated from his/her district employment in accordance with the terms of this Agreement. An employee who has completed the probationary period and who is subsequently promoted or transferred on a voluntary basis (i.e., at the employee's initiative, and not as the result of an action of the employer) shall serve a new probationary period in his/her new position. If an employee fails to achieve at least "satisfactory" on the evaluation instrument at the end of the probationary period, the employee shall be returned to the previous job category provided such a position is available or will be placed in a vacant position which he/she is qualified to hold. If no position is available, the employee shall be considered to be laid off and shall be treated in accordance with Article 4 (Reduction in Force). In addition, a probationary employee making such a job-change may be required to begin a new probationary period subsequent to such job change. Unless otherwise specified, all rights and benefits of this Agreement shall apply to probationary employees.
- B. When the status of grant funding for the following school year is uncertain, employees working affected grant-funded positions shall, so long as they have successfully completed their probationary period, be renewed on a provisional basis. In the event that one of these employees is not recalled to his/her position at the start of the following school year, he/she shall have the following rights:
1. To be placed in a vacant position, which he/she is qualified to hold, or, in the absence of such vacancy,
 2. To displace a probationary employee occupying a position which he/she is qualified to hold.

In the absence of such position occupied by a probationary employee, the impacted employee shall be subject to the Reduction in Force procedures detailed in Article 4. It is understood that if more than one employee is exercising options 1 and 2 listed above, they will do so in order of district-wide seniority (i.e., earliest date of hire).

3.2 Protected Activity

Neither the Board nor the Association shall subject an employee to retaliation or discriminatory treatment due to their involvement in Association activities.

3.3 Discipline

Non-probationary employees shall not be suspended without pay or discharged without just cause. Additionally, in the event that an employee is required to attend a disciplinary hearing or meeting, or any meeting which may lead to discipline, the employee shall be informed of that meeting, as promptly as possible, and shall be notified of his/her right to have Association representation in the meeting.

3.4 Vacancies, Transfer and Promotion

A. Notice of Vacancies

The Superintendent or designee shall send via all District email a copy of the job vacancies. Such notice shall be accompanied by a statement of minimum qualifications and salary range. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) calendar days. Any new vacancy, which arises after August 1 through the end of the following school term, may be filled after said vacancy has been posted and notice has been sent to the Association. Notice to the Association may be accomplished by delivery of the minutes of the Board of Education if said vacancy is described therein. The Board of Education has the right to decide when a vacancy exists.

Except for Reductions in Force (as detailed in Article 4), vacant positions shall be awarded to the most senior, qualified applicant, within a job category, as determined solely by the Board of Education, with consideration given first to members of the bargaining unit.

B. Notice of Assignment Changes

Employees shall be advised prior to the end of the school term of any change in their assignment for the forthcoming year if the reasons prompting such change were known prior to June 1. Such changes shall occur at the District's sole discretion. Change in assignment after this date shall be made known to the employee as promptly as possible and shall be made only as the educational and operational needs of the District shall require.

C. Involuntary Transfer Conference

All transfers during the school term that result in relocating an employee in another building, or in reassigning an employee and result in changing the employee's immediate supervisor or building principal, shall be made only after a conference between the employee, and appropriate administrator(s). In making such changes, the District will take into consideration the needs of and impact on the students affected, the need for special skills, the educational and operational needs of the District, the impact on staff, and the seniority of the affected employee(s). Such changes shall occur at the District's sole discretion and become effective after the conference described in this paragraph.

D. Position Changes

In the event that an employee changes positions within the SSA bargaining unit, the staff member will be given credit for his/her total years of experience in the district if the new position is paid less per hour. This may still result in a lower per hour rate. In the event that an employee changes positions within the SSA bargaining unit, the staff member will start at the new position's starting salary, if the new position is paid more per hour than the transferring employee's current salary.

3.5 Personnel Files

An employee shall be entitled, upon reasonable request, to review the contents of the employee's personnel file in compliance with the Personnel Record Review Act (820 ILCS 40) and to place in the file a written statement explaining the employee's position on any disputed portions of the file. An employee shall be entitled to obtain copies of materials from the personnel file upon reasonable request and at the employee's expense.

ARTICLE IV – SENIORITY / REDUCTION IN FORCE

4.1 Seniority

The Board and the Association agree that seniority (as defined in Section 4.2 B) is an important reflection of an employee's service and value to the District.

4.2 Reduction of Personnel

A. Procedures

If removal or dismissal or a reduction in hours results from a decision of the Board to decrease the number of bargaining unit members employed by the Board in a specific job category, or from the discontinuance of some particular type of educational program, written notice shall be given to impacted employees by certified mail at least thirty (30) days before the employee's final work day or the day on which the reduction in hours takes effect, together with a statement of honorable dismissal in the case of dismissal and the reason therefore.

In implementing a Reduction in Force, the Board of Education shall first release all probationary employees in all job categories.

The Board shall remove or dismiss or reduce the hours of employees in the inverse order of their seniority in the specific category of position. A reduction in force or layoff out of the inverse order of seniority in an affected job category may be made if, in the District's judgment, retention of special skills is required.

For the purposes of implementing a Reduction in Force (RIF) pursuant to this Article, category of positions that require ELS Paraprofessional Endorsement will be separated into two job categories:

ELS Paraprofessional
ELS Paraprofessional Bilingual

Since the Board of Education recognizes and values the maintenance of a stable, well-trained workforce, and the continuity of instruction such employees bring to the educational setting, employees will be re-assigned and recalled to category of positions in their current buildings to the fullest extent practicable.

B. Seniority Definition

1. Seniority shall be defined as the period of continuous employment within the District in a specific job category included in the bargaining unit as defined in Article 1. Seniority shall be

calculated beginning with the date of the employee's first day of continuous service in the District.

Employees shall be granted one year of seniority for each full year of full-time service in the District. If an employee works less than a full contract year, such seniority shall be prorated. (See chart below).

LESS THAN 12-MONTH EMPLOYEES:

HIRED ANYTIME DURING	
July 1 – September 30	1.0
October	.9
November	.8
December	.7
January	.6
February	.5
March	.4
April	.3
May	.2
June	.1

12-MONTH EMPLOYEES:

HIRED ANYTIME DURING	
July	1.0
August	.11
September	.10
October	.9
November	.8
December	.7
January	.6
February	.5
March	.4
April	.3
May	.2
June	.1

Part-time service shall be pro-rated in calculating seniority. Notwithstanding the above, previously earned seniority shall be retained in the event of a change in job categories.

2. Non-paid leave of absence, when it interrupts, or is continuous to full-time employment status, shall not constitute a break in service for seniority purposes, but seniority shall not accrue during such leave.
3. If two or more employees otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by the following:
 - a. Closest birthday to January 1st (either prior to, or following)
 - b. The larger of the last 4 digits of their social security number
4. The District shall provide a draft of the seniority list to employees by October 1 of each school year. The employee's most recent date of continuous employment will be listed. Employees shall have sixty (60) days to review the list and contact the Office of Human Resources regarding any corrections that the employees believe are required to be made to the list. The District shall provide the final seniority list by February 1 of each school year. This list shall be sent via District email and posted on the District's website. The seniority list will reflect all tie-breakers.

C. Recall Rights

Any employee whose active employment has been terminated due to an honorable dismissal shall have recall rights as follows:

1. If the Board determines that vacancies exist for the following school term, or within one calendar year from the beginning of the following school term, the positions becoming available within a specific job category shall be tendered to the employees so removed from that specific job category so far as they are qualified to hold such positions.
2. It shall be the employee's responsibility to keep the District informed of a current mailing address and telephone number. Notice of recall will be made directly to the employee by telephone. If the employee is unable to be reached by telephone notice of recall shall be sent to the employee by certified mail (return receipt requested) to the last address submitted to the Board by the employee. Failure of the employee to affirmatively respond to such notice within seven (7) calendar days of its receipt or within ten (10) calendar days of its mailing, whichever is less, shall terminate the responsibility of Board under this Article.
3. Employees honorably dismissed at the end of a school year and who are recalled within one year shall retain their seniority, accumulated sick leave and salary.

D. Effect on Affirmative Action

It is expressly agreed that this Article will not be interpreted or applied so as to impair the operation of any affirmative action program of the employer.

- E. For the purposes of this Article 4.2 only, an employee shall be considered qualified for a position so long as he/she meets the job description qualifications for that job category or qualifications otherwise prescribed by State or Federal law.

ARTICLE V – WORKING CONDITIONS

5.1 Work Schedules

A. Notification Work Day and Week

The District will determine the workday, workweek and work year by job category. All employees within a specific job category will follow the workday, workweek and work year for that job category. Employees will be advised as follows:

12 month employees will be notified by July 1st
11 month employees will be notified by July 15th
10 month employees will be notified by August 15th

of the workday, workweek and work year for their job category for the coming school year. The work day, workweek and work year shall be subject to amendment by the District at its discretion from time to time on an annual basis. During the term of this Agreement, School Nurses, with the exception of School Nurses who float, will begin the work year no fewer than five (5) days prior to the first day of student attendance and one day (1) on the last day of student attendance. The Board of Education shall have the right to require eleven-month schedules for Family liaisons hired during the term of this Agreement. Currently-employed Family Liaisons will retain a ten-month schedule.

B. Hours

Full-time employees are employees who are regularly scheduled to work no fewer than thirty (30) hours per week. Part-time employees covered by this Agreement are employees who are regularly scheduled to work at least twelve (12) but less than thirty (30) hours.

C. Staff Meeting Attendance

Paraprofessionals may attend the first hour of regular building staff meetings. Those paraprofessionals who choose to attend shall be paid at their regular rate of pay for time in attendance at such meetings. Generally, administrators are expected to include information relevant to paraprofessionals during the first hour of such meetings.

5.2 Duty-Free Lunch and Breaks

For employees that work longer than 5 hours, the duty free meal break or paid break will begin within the first five hours of the employee's work day.

Employees that work at least 6 hours but less than 7.29 hours/day	
30 min unpaid duty free meal break	No additional break
Employees that work more than 5 hours but less than 6 hours/day	
No duty free meal break	15 minute paid break
One-to-One full-time Paraeducators	
30 min unpaid duty free meal break	15 min paid break (this break applies only for Elementary and Early Childhood Paras)
Employees that work 7.5hours/day or more	
30 min unpaid duty free meal break	15 min paid break

The District will accommodate employees who are nursing mothers under provisions in the Nursing Mothers in the Workplace Act (PA 92-0068).

5.3 Evaluations

Each employee's job performance shall be evaluated by his/her building Principal, direct supervisor, or other qualified Administrator. The evaluation process includes scheduled annual evaluations, on forms applicable to the job category, and may include day-to-day appraisals and observations, as well as input from other appropriate non-bargaining unit staff. A supervisor shall bring a concern regarding an employee's performance to his/her attention as promptly as feasible, in order for the employee to have the opportunity to address it. Any such discussion will be documented in writing, dated, and signed by both the supervisor and the employee, with copies kept by the employee and supervisor at the building level and attached to the employee's final evaluation form.

Employees who have been in their job category for at least four years and have received a level 3 rating on the previous four annual evaluations shall be evaluated at least once every two years.

On the years where no review is scheduled, employees will be given a letter acknowledging that no review is needed. It will also include the year of the next scheduled review. This will be signed by both employee and administrator and placed in employees' personnel files. All other employees shall be evaluated annually. Evaluations shall be conducted no later than May 1st.

Evaluators shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it. The original should be signed by the employee and filed in the personnel file.

5.4 Summer Work

- A. Any adjustment to the workweek made by the District during the summer shall be shared by 12-month employees.
- B. Summer employment opportunities shall be posted and filled according to the process detailed in Section 3.4A.

5.5 Complaints

If a complaint about an employee may lead to discipline, the employee shall be advised about that complaint as promptly as feasible. In addition, the employee shall be given an opportunity to respond to the complaint before any final determination on the complaint is made. The employee shall also be made aware of their right to have Union representation in any meeting concerning a complaint.

5.6 Safe Work Environment

- A. Heating and Air Conditioning will be maintained at daytime levels during regular work hours.
- B. The District shall strive to provide employees with a safe and healthy work environment. All employees are strongly encouraged to report safety concerns to their immediate supervisor for investigation and review.

If an employee believes that job responsibilities occur in unsafe or unhealthy situations, the employee shall refer the concern in writing to the principal or immediate supervisor for investigation and review. If the completion of an assignment presents a jointly recognized, as between the District and the Association, clear and present danger to the employee or student, the employee shall not be required to perform such assignment until the District takes action designed to rectify the danger.

5.7 Preparation Time

Instructional staff scheduling will take into consideration the need for set up, materials readiness, changing locations, changing groups, and meeting with teachers to modify lessons to ensure quality implementation of lessons.

5.8 Personal Storage

The Board will provide employees with a locking bin, locker or cabinet in which to store their personal belongings during their workday.

5.9 Medical Costs

The Board will continue to provide Hepatitis B vaccinations to eligible employees at no cost.

5.10 Professional Development

By October 1 of each school year, representatives designated by the Association and Board respectively will meet to discuss training needs and plan training programs for the following year.

5.11 Resignation Notification

The resignation process begins with submitting a notice, via email, hardcopy or in person at least two weeks prior to the effective date, to the Department of Human Resources.

Once submitted to HR, a resignation can only be revoked with agreement from HR.

Prior to the effective date of resignation, an employee should contact the Human Resources Department to schedule an exit interview, and must return all District 33 property to the corresponding Principal or to the Human Resources Department.

ARTICLE VI – COMPENSATION

6.1 Salary

A. Salary Ranges

During the terms of this Agreement, the salary ranges for employees shall be those set forth in Appendix A and B. Any new outside applicant for a bargaining unit position that is paid on an hourly basis will begin at the base salary for that position. Experience credit may be granted for up to six 6 years for related experience at a rate specified on Appendix A - the New Hire Wage Rates.

Compensation for a new outside applicant for a bargaining unit position will be paid rates indicated set forth in Appendix A.

Employees of this bargaining unit shall receive an annual percentage salary increase on their base salary as follows and as set forth in Appendix B:

For current employees	
2023-2024	2% for Family Liaisons. 4.25% for all other members
2024-2025	85% of CPI (2% - 4.25%)
2025-2026	85% of CPI (2% - 4.25%)
2026-2027	85% of CPI (2% - 4.25%)

Appendix B is in effect only for the 2022-2023 school year, to allow all employees to be placed in their correct salary band based upon prior experience as calculated for the 2022-23 school year. Once placed, each employee will thereafter receive the negotiated raises found in Article VI, Section 6.1 of this Agreement. For the 2022-2023 school year, no employee remaining in their position from the 2021-2022 school year shall receive less than a 5% increase. For the 2022-2023 school year, currently-employed Family Liaisons will receive a two percent increase of their annual salary

For purposes of determining the employee salary increases for contract years 2024-25, 2025-26 and 2026-27, the Consumer Price Index (CPI) calculation to be used will be that used under the Illinois Property Tax Extension Limitation Law, announced annually in January.

NOTE: With the exception of the 2022-2023 school year, no employee shall receive more than 6% increase over the previous year's total IMRF Final Rate of Earnings for any year used to calculate the employee's IMRF retirement annuity. The District reserves the right to adjust compensation to prevent employees from exceeding a 6% increase in total FRE during this time period to avoid an IMRF employer penalty or accelerated payment.

For grant-funded positions such as Family Liaison and Case Manager, raises for the following three years will be based on the grants being able to cover the above raise percentages.

An employee who works more than half of the days in their regular work year shall be considered to have worked a full year for the purpose of salary.

B. Wage Rate Protection

In no situation shall an employee make a lesser hourly wage than if the employee was to be placed as a new hire on the salary table, as set forth in Appendix A.

C. Hard to Fill Positions

In the areas of a staff shortage, the Board of Education may provide new employees a one-time signing bonus of \$500. This signing bonus will be paid at the employee's first year anniversary date of continuous service with West Chicago District 33 and with the completion of an evaluation score of at least satisfactory during that first year.

6.2 Additional Pay

A. Overtime

An employee shall receive 1.5 times his/her regular hourly rate for all hours worked in excess of forty (40) in a workweek. Overtime must be approved in advance by the immediate supervisor. Paid time off shall not count as hours worked for purposes of determining eligibility for overtime compensation.

Where the employee and the District agree, the employee may receive overtime compensation in the form of compensatory time at the rate of one and one-half hours for each hour of overtime earned. The maximum amount of compensatory time, which may be accumulated, is 240 hours. Requests for use of compensatory time must be submitted at least forty-eight (48) hours in advance of the proposed use of such time. Employees who are assigned to work hours in addition to those which are part of their normal workday, but who do not work more than 40 hours in a week, shall be eligible for compensatory time on an hour for hour basis.

Requests for the use of compensatory time are subject to the approval of the employee's supervisor. Compensatory time may be used with the approval of the employee's supervisor. The District shall not be obligated to approve any request for compensatory time off when the request creates a shortage of staff, an overtime assignment, or otherwise unduly disrupts the operations of the District. Except in the case of emergency, compensatory time off shall not be used during the first five (5) teacher employment days, or the last five (5) teacher employment days of the school year, the school day before or after a legal holiday or school recess, and shall not be used in conjunction with sick days. Matters of extreme importance occurring during the above-specified time may be applied for with explanation to the Superintendent or designee. Requests for compensatory time off during the restricted times listed above will be considered on an individual, non-precedent setting basis.

Upon termination of employment, an employee will be paid for all unused compensatory time at the higher of:

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

Compensatory time shall not count toward "hours worked" for purposes of calculating overtime.

B. Personal Care Differential

A stipend of two dollars (\$2.00) per hour shall be paid to all Pre-K ELS Paraprofessionals and Pre-K ELS Paraprofessionals - Bilingual, as well as all ELS - Special Education Paraprofessionals and ELS - Special Education Paraprofessionals - Bilingual (K-8) who work with students with toileting in their IEP as well as ELS Paraprofessionals working in self-contained special ed programs. If an ELS Paraprofessional is serving under both (i.e., working with students in toileting in their IEP and self contained special ed programs) the ELS Paraprofessional will not receive the stipend twice but once.

Med Ed Nurses

In the event that Med Ed Nurse services are required, a stipend of thirty dollars (\$30.00) per day shall be paid to a properly licensed (LPN/RN and paraprofessional licensure) School Nurse, prorated only for the time that the roles and responsibilities of a Med Ed Nurse are performed. Existing Med Ed Nurses as of the 2021-2022 school year will be grandfathered at their current salary rate with a 5% increase in year one and not be paid the stipend.

C. Temporary Assignments

Employees temporarily assigned to perform the work of another job category within the bargaining unit will be paid for all hours worked-in excess of one (1) hour in the other job category at the minimum rate of the other position or their own current hourly rate, whichever is higher.

Where an employee with a substitute certificate is assigned to substitute for a teacher, the employee will be paid at the District's substitute rate or his/her own rate, whichever is higher. Employees will be paid only one hourly rate for hours worked, and there shall be no pyramiding of rates under any circumstances.

When a building principal is off building grounds for two hours or longer, notification will be sent to all building staff indicating who is in charge during their absence. Any period less than two hours, when the building principal is off building grounds, the building secretary and the person in charge shall be notified.

D. Additional Earnings Opportunities

Employees may apply for any additional earnings opportunities within the District. All such opportunities will be posted for ten (10) calendar days.

The District will select the candidate deemed most qualified for the particular additional earnings opportunity. No preference will be given to bargaining unit members, nor shall seniority be a factor in deciding among two or more bargaining unit members in selecting a candidate for an additional earnings opportunity. Additional earnings opportunities shall be paid at each employee's wage rate pursuant to the Fair Labors Standard Act.

6.3 Education Reimbursement

Employees may submit for advance approval of the Superintendent courses of study, conferences, or seminars designed to improve their job skills and/or expertise. Such courses, conferences, or seminars shall be product-based, face-to-face experiences and take place outside of the employee's assigned work day. Educational courses may be face-to-face classroom experiences, online or a blend of both face-to-face and online courses. Such employee requests shall be in writing on forms provided by the District for this purpose and shall include specific information indicating the value of the course to the District.

Upon successful completion of an approved course, the employee shall be eligible to be reimbursed the cost of the tuition / registration fees of such course, provided the maximum reimbursement to any individual in any single school year shall be \$1500.00. Employees shall be reimbursed for tuition expenses upon submission of an official transcript demonstrating successful completion of the course of study with a grade of "C" or better, or passing a pass/fail course. Employees shall be reimbursed for registration fees upon submission of a certificate of completion, or other proof of attendance and submission of evidence of related project completion, along with proof of payment of that course and the tuition reimbursement request form requesting the specific amount for reimbursement should be submitted within two months of the class being completed. University vouchers and grants shall not be used with tuition reimbursement.

The maximum total reimbursement to bargaining unit members per school year pursuant to this section shall be ten thousand (\$10,000.00) dollars. (If the latter maximum is exceeded as a consequence of individual approvals, the reimbursement allocation to individual employees shall be adjusted on a prorated basis, subject to the maximum individual reimbursement of \$1500.00 per year.)

The cost of the renewal fee for ELS Paraprofessional License (not to exceed \$50 per employee per renewal cycle) is to be included in the \$10,000.00 maximum total reimbursement amount per school year for bargaining unit members. In order for an ELS Paraprofessional to be eligible to be reimbursed the renewal fee of the ELS Paraprofessional license, the ELS Paraprofessional must have attended a minimum of 90% of the district professional development provided during institute and SIP days over the 5 year renewal cycle.

6.4 Vehicle Use/Reimbursement

Employees regularly required to travel in the course of their duties shall be reimbursed for their mileage at no less than the rate established by the Federal government.

Requests for reimbursement shall be submitted to the Business Office on forms provided by the District at least annually by June 30 of each year.

6.5 District-Provided Equipment

Smart Phones or other appropriate technical devices of the District's choosing, which support the performance of essential job functions, will be provided for the Support Staff Association members in the Tech Department and the PPS Translator.

6.6 Payroll Procedures

A. Automatic Deposit

Upon request, the Board shall provide for automatic deposit of an employee's pay to the financial institution(s) of their designation.

B. Pay Schedule

Salaries shall be paid on the 15th and the last day of the month, unless those dates fall on Saturdays, Sundays, or holidays when they shall be paid on the preceding business day.

C. Annual Payment Options

Each employee shall have the option to select either a 10-month/20-pay period, or a 12-month/24-pay period payroll option. Employees shall notify the District Business Office of their choice, on forms provided, prior to August 30. Any employee failing to notify the District of his/her choice within this timeframe shall automatically be placed on a schedule of 20 (twenty) pay periods. New employees shall indicate their choice upon being hired. Each such payroll option notice shall remain in effect for the payment of all compensation due to the employee until the following August 30.

ARTICLE VII – OTHER BENEFITS

7.1 Insurance

A. Hospital/Dental Insurance

Dental Insurance Plans

Effective July 1, 2018, the Board will pay 80% of the dental premium, employee will pay 20%, for single or family coverage. Exception to this is any employee who was contributing 0% to the dental premium as of June 30, 2018 will be grandfathered in at 0% contribution.

Health Insurance Plans

Through December 31, 2019, the Board will pay 80% of the health insurance premium, the employee will pay 20%, for single or family coverage, for all participating employees. Effective January 1, 2020, please see changes below:

- a. Low-deductible PPO: Board 70% / Employee 30% (single and family)
- b. HMO (IL): Board 80% / Employee 20% (single); Board 75% / Employee 25% (family)
- c. HMO (BA): Board 80% / Employee 20% (single); Board 80% / Employee 20% (family)
- d. HSA: Board 80% / Employee 20% (single); Board 80% / Employee 20% (family)

In the event two (2) employees, regardless of bargaining unit, are married or are parties to a civil union as evidenced by a marriage or civil union certificate and would qualify for one (1) family insurance plan, the employee with the earlier calendar year birth date (e.g. January precedes March) will be considered the named insured. The spouse / party to a civil union will be covered under the family plan of the named insured. In such event, the Board shall pay 100% of the family premium.

If the Cadillac tax is implemented under the Affordable Care Act on January 1, 2020 or any later date within the term of this contract, and if any of the health insurance plans' total premium costs exceed the threshold whereby the district would be penalized, the district reserves the right to either:

1. No longer offer the health plan or
2. Offer the health plan with reduced benefits that would drop the total premium cost under the threshold.

B. Long-Term Disability

The Board will endeavor to make a long-term disability plan available to employees, at employee expense contingent upon the requirements of the carrier, the insurance committee's recommendations, and other applicable factors.

C. Life Insurance

The Board will provide each full-time employee a \$20,000.00 term life insurance policy. For part-time employees, the amount of the term life insurance shall be pro-rated, provided such coverage is available through the insurance carrier.

7.2 Insurance Committee

The Association shall have no less than two (2) representatives on the District-wide Insurance Committee. This committee shall have the responsibility of gathering pertinent information, and review of rates. The Committee shall periodically review the level and scope of benefits, as well as options for providers, brokers, and consultants, and may recommend changes to the Association and to the Board. The level of health/major medical benefits available to employees shall not be reduced during the term of this Agreement absent an agreement to such change between the Board and the Association.

7.3 Section 125 Plan

The Board will make available a Section 125 (medical flex-spending) Plan to employees. The participants in the plan shall bear all the individual costs thereof.

7.4 403(b) Plan

The Board will make a 403(b) plan available to eligible employees, as defined in the Plan Documents.

7.5 Benefits for Part-time Employees

Part-time employees covered by this Agreement are eligible to receive the following pro-rated benefits:

Seniority (Section 4.1)

Health Insurance, Board to contribute pro-rated amount of 80% (Section 7.1)

Paid sick days (Section 8.2)

Paid holidays, part-time 12 month employees only (Section 8.1)

Paid vacation day, part-time 12 month employees only (Section 8.5)

Life insurance, if available from the carrier (section 7.1)

Paid Bereavement Days (Section 8.6)

Personal Days (Section 8.4)

ARTICLE VIII – LEAVES OF ABSENCE

8.1 Holidays

A. Twelve-month employees will be paid for, but not required to work on the following holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
Lincoln's Birthday (or Presidents' Day)
Pulaski Day (Floating Holiday)
Good Friday
Memorial Day
Independence Day
Labor Day
Indigenous People's Day
Veteran's Day (Floating Holiday)
Thanksgiving Day
Friday After Thanksgiving
One-half Day Christmas Eve (Second half of day on December 24)
Christmas Day
Juneteenth

B. For twelve-month employees, a holiday falling within a vacation period shall not be counted as a vacation day, and a holiday occurring during a leave of absence for sickness or injury likewise shall not be counted against sick leave.

C. For twelve-month employees when a holiday falls on a Saturday, the previous Friday will be observed as a holiday and, when a holiday falls on a Sunday, the following Monday will be observed as a holiday. When school is in attendance on an observed holiday as listed in Section A above, twelve-month employees that must work that/those day(s) will receive a floating holiday that can be used after each respective holiday, to be scheduled with the approval of the immediate supervisor.

In the event that the Board of Education grants New Year's Eve as a paid holiday for District administrators or any other employee group during the term of this Agreement, this day will also be added to the list of paid holidays for SSA members.

8.2 Sick Leave

Employees who work at least 600 hours per year will receive 11 paid sick leave days per year. Twelve-month employees will receive 14 paid sick leave days per year. Part-time employees will receive sick days on a pro rata basis according to their schedule. Sick leave

shall accumulate with no limit. Newly hired employees shall receive three (3) sick days upon being hired, and shall receive the remainder of their balance upon completion of their probationary period. Employees on an extended probation period shall receive one sick day per month, until such probation period is completed, and then shall receive the balance of their annual allotment of sick leave days.

Upon the completion of eight (8) years of District employment, employees shall receive a one-time bonus of fifty (50) sick leave days. Upon the completion of fifteen (15) years of District employment, employees who are scheduled to work one-hundred eighty-five (185) days or more shall receive an additional one-time bonus of fifty (50) sick leave days; employees who are scheduled to work less than one-hundred eighty-five (185) days shall receive an additional one-time bonus of twenty-five (25) sick leave days.

Bonus sick days will be awarded annually in August following the school year in which the employee has achieved the required years of service in this bargaining unit.

Sick leave may be used for personal illness, the illness or death of an immediate family member, as defined in the School Code, parties to a civil union, birth and adoption as allowed by law, as well as personal mental health. Employees may use up to thirty (30) days of their personal, available sick leave for birth, adoption, or placement for adoption. In addition, employees may use up to ten (10) days of available sick leave for a non-medical reason related to the birth, adoption, or placement for the adoption of a child. In order to be eligible for this additional use of sick leave, the 10 days must be taken contiguous to the 30-day entitlement noted herein, and available in the employee's personal accrued sick days. Unless otherwise provided for by law, the District may require a physician's statement justifying the leave of absence for more than forty (40) days following regular or cesarean childbirth, adoption, or placement for adoption.

Per Illinois School Code (105 ILCS 5/24-6), the district reserves its right to require medical documentation as a basis for pay during leave after an absence of three (3) days for personal illness or as the district deems necessary. In the event that an employee is required to provide medical certification following an absence of three (3) or more days, the employee will have up to seven calendar days after returning from leave to provide such medical certification to the district. By law, the district also reserves its right to require medical certification for the use of fewer than three sick leave days as the district deems necessary.

Each quarter ELS Paraprofessionals who use no more than one (1) day of sick or personal days total will receive a \$100 bonus, paid on the next available payroll. Quarters will be defined as follows:

Q1 = August (first day of work calendar for ELS Paraprofessional - October 31)

Q2 = November 1 - January 31

Q3 = February 1 - March 31

Q4 = April 1- June (end of work calendar for ELS paraprofessional)

8.3 Sick Leave Bank

- A. A sick leave bank has been established and consists of accumulated sick leave days contributed by bargaining unit members. Participation in the bank is required. Newly hired employees will donate (1) sick leave day within their first thirty (30) calendar days of employment. Employees drawing sick leave from the bank shall not be required to repay it, except as a regular contributing member of the bank.
- B. In the event that the bank is depleted to a total of less than one hundred (100) days, each employee shall donate one (1) sick leave day upon the first day of student attendance in the Fall. Additionally, each employee shall donate one (1) sick leave day if the sick leave bank is depleted to a total of less than thirty (30) days at any time. In such an event, an employee who does not have an accumulated sick leave day to donate shall donate one (1) sick leave day at the start of the following school year, or immediately upon earning such sick leave, whichever comes first.
- C. Employees shall be eligible to withdraw up to a maximum of twenty (20) sick leave days annually from the bank if they meet the following criteria:
 - 1. The employee must have one (1) year of experience working in the District.
 - 2. The employee's own accrued sick leave must be totally depleted prior to utilizing the sick leave bank.
 - 3. Sick bank utilization shall also be contingent upon the expiration of thirty (30) working days from the onset of the illness or disability (or in the case of a recurrent illness or disability, upon the employee's absence from employment because of such condition for at least twenty-five (25) days. Such days may be concurrent with the utilization of sick leave.
 - 4. Only the serious injury or illness of the employee is applicable.
 - 5. The employee shall produce a doctor's certificate as proof of the need.
- D. The sick leave bank is not intended to be used to subsidize Workers' Compensation payments.
- E. The Administration of the Human Resources Department shall administer the Bank. The District and the Association will regularly share information with each other regarding sick leave bank membership, requests, usage, and banked totals, and will make each other aware of any other issues or questions relating to the administration of the bank.

F. The Association will monitor the use of the Bank. A yearly report, created by the Department of Human Resources, will be prepared for the Association and the Superintendent. The report will reflect donations and usage for the past school year.

8.4 Personal Leave

Employees shall receive two (2) personal leave days per year without loss of pay, with the exception of twelve-month employees, who shall receive three (3) such personal leave days. Requests for the use of such leave must be submitted in writing at least 48 hours in advance, except in the case of emergencies or unforeseen circumstances. Unused personal leave days shall accumulate as sick leave. Personal leave will be granted for travel necessary to conduct the personal business for which the employee is otherwise eligible to take personal leave.

Except in case of emergency, personal business leave days shall not be used during the first five ((5) teacher employment days or the last five (5) teacher employment days of the school year, the school day before or after a legal holiday or school holidays designated on the District calendar (including spring, summer and winter breaks) per IL School Code, and shall not be used in conjunction with sick days. Personal matters of extreme importance occurring during the above-specified time may be applied for with explanation to the Superintendent or designee (HR), who may allow for the use of this leave during these prohibited periods for circumstances beyond the control of the employee, which must be explained in writing, and with two (2) weeks advance notice (if possible) of the need for the exception. Requests for personal business leave during the restricted times listed above will be considered on an individual, non-precedent setting basis.

8.5 Vacation Leave

A. An employee that transfers into a twelve (12) month position shall receive vacation credit equivalent to their years of consecutive, full-time service with the District. Earned vacation time will be available on the employee's first day of twelve month employment.

B. Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

1-5 years completed	-- 10 days
6-8 years completed	-- 15 days
9+ years completed	-- 20 days
10 years complete	-- Add 1 day per year, to a maximum of 25 days

Vacation days shall be earned on a daily basis from the date of hire through the first fiscal year. For example, for those twelve-month employees who earn 10 working days per year, the full-time daily rate of vacation accrual shall be .038314; for those who earn 15 days, the rate shall be .057471; and for those who earn 20 working days,

the rate shall be .076628. Vacation shall only be earned during the regularly scheduled workweek.

Part-time twelve-month employees who work at least half-time are entitled to vacation days on the same basis as full-time twelve-month employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year.

Earned vacation time shall not accumulate for more than thirteen (13) calendar months, i.e., unused vacation time not utilized within thirteen (13) calendar months of when earned shall be forfeited, provided such deadline may be waived by the Superintendent for good cause shown, and any such waiver shall be non-precedential.

The schedule shall be arranged by the twelve-month employee with the approval of the employee's immediate supervisor and the Superintendent.

8.6 Bereavement Leave

In the event of the death of a member of the immediate family, including for the purposes of this article, spouse, partners to a civil union, children, grandchildren, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, step-fathers, step-mothers, step-children, the biological parents of minors (under 18 years of age) living in the household, and legal guardians or wards, of any full-time employee, such employee shall be entitled to up to three (3) days leave of absence without loss of pay or deduction of accumulated sick leave for each such death. This bereavement leave, which is provided as a period of mourning following the death, shall not be used intermittently or accumulate in any form. If an employee needs to use more than three (3) bereavement days following the death of an immediate family member, the employee may utilize personal or vacation leave. If an employee shall have exhausted all personal leave and an additional personal leave day is needed due to the death of the immediate family member, such day shall be granted. Thereafter, if circumstances require any additional absence due to such death, such days shall be deducted from accumulated sick leave. Documentation of the need for bereavement leave is normally unnecessary, but the district reserves its right to require documentation in the event that the request for leave is questionable. If additional bereavement time is needed and all options have been exhausted, please refer to Article 8: Leaves of Absence.

8.6A Child Bereavement Leave

In the event of the death of a child as defined under the Child Bereavement Leave Act to include step, foster and adopted children of any eligible employee, as defined by the Act, or full time employee such employee shall be entitled to up to three (3) days of leave without loss of pay or paid leave days. In addition, such employee may utilize an additional and up to 7 (seven) days of their own sick/personal/vacation leave or receive unpaid leave for the following: 1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, 2) making arrangement necessitated by the death of the staff member's child, or 3) grieving the death of the staff member's child, without any adverse employment action. Thereafter, if circumstances require any additional absence due to such

death, such days shall be deducted from accumulated sick leave. The leave must be completed within 60 days after the date on which the employee received notice of the death of his or her child. If additional bereavement time is needed and all options have been exhausted, please refer to Article 8: Leaves of Absence.

8.7 Family And Medical Leave

- A. The Board of Education has adopted a policy in connection with the Family and Medical Leave Act (FMLA). Further, nothing herein shall be construed as to diminish in any respect the rights of the Association, if any, to impact or mid-year bargaining if the Board of Education should at any time elect to amend or repeal such FMLA policy.
- B. The Board may designate as Family and Medical Leave Act (FMLA) leave any leave taken by an employee for a reason constituting an FMLA-qualifying event regardless of whether the staff has requested FMLA leave.

8.8 Other Leaves

A. Unpaid Medical Leave

If an employee who has exhausted his/her available FMLA leave, or is ineligible for FMLA leave, requires leave for an FMLA qualifying reason, the Board may grant, upon request, the employee an unpaid leave not to exceed twelve weeks. Such leave shall be unpaid and no benefits shall be provided during the period of such leave. An employee may, if they elect, choose to remain on the District's insurance plan during such leave provided that the employee makes appropriate arrangements to pay the entire cost of such coverage for the duration of the leave. An employee returning from a leave pursuant to this paragraph will be placed in a vacant position for which he/she is, in the District's sole discretion, deemed qualified to hold if such a position is available. If no such position is available, the employee shall be laid off.

B. Jury Duty

An employee called for jury duty or subpoenaed as a witness shall be granted a special leave to fulfill such duty at full pay. Any compensation for jury duty will be submitted to District #33.

C. Unpaid Personal Leave

An employee with at least five (5) years of full-time service at West Chicago Elementary School District 33 may request and the Board may grant in its sole discretion to grant an unpaid leave of absence beyond the leaves specified in this contract. The duration of, requirements from return from, and placement upon return from such leave shall be by mutual agreement of the parties. Such leave shall be unpaid and no benefits shall be provided during the period of such leave. An employee may, if they elect, choose to remain on the District's insurance plan during such leave provided that the employee makes appropriate arrangements to pay the entire cost of such coverage for the duration of the leave.

Requests for unpaid leave under this provision will be considered on an individual, non-precedent setting basis.

8.9 School Closings

When the schools and school offices are officially closed by the Superintendent, paid leave days previously arranged for by employees will not be deducted.

ARTICLE IX – RETIREMENT

9.0 In the event that retirement is under consideration, an employee shall contact the Human Resources Department to schedule a meeting. When the decision to retire has been made, an employee shall submit a letter of intent to retire at least two months before the effective retirement date and last date an employee reports to work. Failure to submit a letter of intent at least two months prior to the effective retirement date will result in ineligibility for this Agreement's retirement incentives.

Prior to the effective date of retirement, an employee has the opportunity to contact the Human Resources Department to schedule an exit interview, and must return all District 33 property to the corresponding Principal or to the Human Resources Department.

9.1 Retirement Incentives

Employees who are eligible for IMRF retirement, and who have provided at least ten (10) consecutive years of service from the most recent date of hire to the District shall receive:

- A. A post-retirement stipend shall be paid at a rate of \$400 times the number of years of full-time continuous service from the most recent date of hire by the district immediately preceding retirement, with no cap on the number of eligible years used to calculate this stipend. The employee shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.

Up to 240 days of accumulated sick leave shall automatically be reported to IMRF. Sick days in excess of 240 days shall be paid out to the employee at the rate of \$25 per day up to a maximum of 100 days. Such additional compensation shall be added to the employee's last paycheck from the District during the fiscal year.

9.2 12 Month Employees

When submission of intent to retire includes an effective retirement date that is after June 30th, an employee shall be permitted to utilize a maximum of 2 vacation days per month, prior to their last reporting date to work. Additional vacation day usage requests must be submitted in writing and shall require approval from the Human Resources Department. Unused vacation days shall be compensated at the employee's per diem rate and added to the employee's last paycheck from the District during the fiscal year.

9.23 Retirement Insurance

Per IL Public Act 86-1444, employees who are eligible to retire with a pension under IMRF rules may elect to retain group health insurance coverage through the district plan that they were enrolled in on the date their retirement began if they pay 100% of that premium cost. (See IL Public Act 86-1444) The employee cannot change the plan they were enrolled in on

their last day of employment. Such irrevocable election shall be made no later than 30 calendar days prior to the effective date of retirement. The Board shall reimburse the retiree for the cost of single premium coverage or \$100 per month, whichever shall be the lesser, from the date of retirement provided the employee shows proof of insurance premium payment. This reimbursement shall terminate upon voluntary cancellation of such reimbursement by the retiree, or the death of the retiree, or the day prior to the day the retiree becomes covered under Medicare whichever shall first occur.

ARTICLE X – GRIEVANCE PROCEDURE

10.1 Definitions

- A. Any claim by the Association or an employee that there has been a violation of the terms of this Agreement shall be a grievance.
- B. As used herein, the term "days" shall mean employee workdays. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

10.2 Informal Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as described in 10.3 below.

10.3 Formal Procedure

- A. Step One: The employee or the Association may present a grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such grievance shall be submitted within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such occurrence should reasonably have become known, provided that no grievance may be initiated more than forty-five (45) days after the occurrence of the event giving rise to the grievance. A written grievance shall state the sections of the Agreement allegedly violated and the requested remedy. Within ten (10) days of the meeting, the employee and the Association shall be provided with the supervisor's written response.
- B. Step Two: If the grievance is not resolved at Step One, then the employee or the Association may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the employee and the Association shall be provided with the written response of the Superintendent or designee.
- C. Step Three: If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to binding arbitration. If a written demand for arbitration is not filed within fifteen (15) days of the date for the

Step Two answer, then the grievance shall be deemed withdrawn.

The American Arbitration Association or the Federal Mediation and Conciliation Service shall act as the administrator of the proceedings. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator shall have no power to alter, add to, modify, delete, or amend the terms of the Agreement in rendering a decision.

10.4 General Provisions

- A. Each party shall bear the full costs of its representation in an arbitration. The cost of the arbitrator and AAA shall be divided equally between the parties. 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.
- B. When an employee is not represented by the Association, the Association may be present as an observer at all meetings.
- C. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
- D. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
- E. The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- F. If the Association and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
- G. Any investigation or other handling or processing of any grievance by the grievant or Association representatives shall be conducted outside of school hours.

10.5 Non-Reprisal

No reprisals of any kind shall be taken by the Board of Education or the school administrators against the aggrieved person, the grievance representative, the grievance committee, the Association or any other participant in the grievance procedure by reason of such participation.

Nor shall reprisals of any kind be taken by the Association or members thereof against the Board of Education and/or its representatives by reasons of their participation in the grievance procedure.

10.6 Cooperation by the Board of Education

The Board and administration will cooperate with the Association in the investigation of any grievance, and further, will, within the parameters of the law, furnish the Association with the information upon which the grievance is based.

10.7 Records

All documents dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

10.8 Withdrawal

A grievance may be withdrawn or resolved at any level without establishing precedent and if withdrawn shall be deemed as though never having been filed.

ARTICLE XI – NEGOTIATIONS

11.1 Selection of Representatives

Each party to negotiations shall select its negotiating representatives.

11.2 Commencement

Negotiations shall begin no later than March 1st of the year in which this Agreement expires, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties on mutually acceptable dates.

11.3 Tentative Agreements

When the negotiators reach tentative agreement on all matters being negotiated, the terms will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

11.4 Mediation Procedures

- A. When mediation is to be used, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as may be deemed appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings public or recommend terms of settlement.
- B. If for any reason the FMCS is unable or unwilling to provide a mediator within fifteen (15) calendar days of the request made to it, the parties shall seek to mutually agree upon the selection of another mediator. Nothing herein shall preclude the parties from at any time agreeing upon a mediator from any source.

11.5 Contract Monitoring Committee

A contract monitoring committee shall meet at least four (4) times per school year. The President and two (2) other Association designees shall attend for the Association. The Superintendent and up to two (2) other representatives of the Board or administration shall attend for the Board.

11.6 Printing of Agreement

The Board shall be responsible for printing the final collective bargaining agreement entered into between the Board and the Association. The Board shall provide a link to the Agreement for each employee at the onset of employment and whenever a new Agreement is approved and ratified.

ARTICLE XII – EFFECT OF AGREEMENT

12.1 Complete Understandings/Waiver of Additional Negotiations

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

The parties acknowledge that they have had the opportunity to negotiate all items not removed by law, and therefore each waives the right to negotiate any other subject during the term of this Agreement, except by mutual consent.

12.2 Precedence of Agreement

This Agreement shall control if any provision hereof shall conflict with Board policy.

12.3 Individual Contracts

Any individual contracts or employment agreements shall conform to the terms and conditions of this Agreement.

12.4 Severability Provision

Should any article, section, or clause of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said article, section, or clause, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

12.5 No Strike Provision

During the term of this Agreement and any extension thereof, neither the Association nor any member of the bargaining unit shall engage in, authorize or instigate any strike or other illegal concerted activity directed against the Board.

12.6 Duration

This Agreement shall be effective upon the date of its execution, provided the salary and fringe benefits shall be effective as of July 1, 2022 for all employees of record as of such date of execution and shall continue in effect through 11:59 p.m. on June 30, 2027.

**APPENDIX A
NEW HIRE WAGE RATES**

2022-2023 School Year

8/16/2022					
**Years = Years completed in current position.	**Year 0	Year 1-3	Years 4-6	Years 7-9	
					Student
Lunchroom Supervisor	\$ 15.00				
Library Aide	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	
Student Supervisor	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	
Paraprofessional	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	
Translator	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	
SLP A	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50	
Family Liaison - *11 month	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.50	
Case Manager	\$ 32.00	\$ 32.50	\$ 33.00	\$ 33.50	
					Cle
Clerical Aide	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	
Building Secretary	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50	
Executive Secretary	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50	
Grant Specialist	\$ 28.74	\$ 29.24	\$ 29.74	\$ 30.24	
					He
School Nurse	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.50	
Student Health Specialist	\$ 32.00	\$ 32.50	\$ 33.00	\$ 33.50	
School Nurse as Med Ed Nurse*					\$3
COVID Liaison (ESSER)	5% increase over current (position ends at end of FY23)				
COVID Lead (ESSER)	5% increase over current (position ends at end of FY23)				
					Tech
Computer Aide	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	
Tech Support Technician II	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50	
Tech Support Technician I	\$ 29.00	\$ 29.50	\$ 30.00	\$ 30.50	
Systems Analyst	\$ 29.00	\$ 29.50	\$ 30.00	\$ 30.50	

**APPENDIX B
EXISTING EMPLOYEE PLACEMENT WAGE RATES**

8/15/2022		Contract Year 1: 2022-2023 Placement											
**Years = Years completed in current position.	**Year 0	Year 1-3	Years 4-6	Years 7-9	Years 10-12	Years 13-15	Years 16-18	Years 19-21	Years 22-24	Years 25-27	Years 28-30		
Student & Family Services													
Lunchroom Supervisor	\$ 15.00												
Library Aide	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50		
Student Supervisor	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50		
Paraprofessional	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.25	\$ 18.75	\$ 19.75	\$ 20.75	\$ 21.75	\$ 22.75	\$ 23.75		
Translator	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50		
SLP A	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50	\$ 24.00	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	\$ 28.50	\$ 29.50		
Family Liaison - *11 month	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.50	\$ 27.00	\$ 27.50	\$ 28.50	\$ 29.50	\$ 30.50	\$ 31.50	\$ 32.50		
Case Manager	\$ 32.00	\$ 32.50	\$ 33.00	\$ 33.50	\$ 34.00	\$ 34.50	\$ 35.50	\$ 36.50	\$ 37.50	\$ 38.50	\$ 39.50		
Clerical Service													
Clerical Aide	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50		
Building Secretary	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50		
Executive Secretary	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	\$ 28.50		
Grant Specialist	\$ 28.74	\$ 29.24	\$ 29.74	\$ 30.24	\$ 30.74	\$ 31.24	\$ 32.24	\$ 33.24	\$ 34.24	\$ 35.24	\$ 36.24		
Health Services													
School Nurse	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.50	\$ 27.00	\$ 27.50	\$ 28.50	\$ 29.50	\$ 30.50	\$ 31.50	\$ 32.50		
Student Health Specialist	\$ 32.00	\$ 32.50	\$ 33.00	\$ 33.50	\$ 34.00	\$ 34.50	\$ 35.50	\$ 36.50	\$ 37.50	\$ 38.50	\$ 39.50		
School Nurse as Med Ed Nurse*	\$30 / day stipend when acting as a Med Ed Nurse												
COVID Liaison (ESSER)	5% increase over current (position ends at end of FY23)												
COVID Lead (ESSER)	5% increase over current (position ends at end of FY23)												
Technology Services													
Computer Aide	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50		
Tech Support Technician II	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50		
Tech Support Technician I	\$ 29.00	\$ 29.50	\$ 30.00	\$ 30.50	\$ 31.00	\$ 31.50	\$ 32.50	\$ 33.50	\$ 34.50	\$ 35.50	\$ 36.50		
Systems Analyst	\$ 29.00	\$ 29.50	\$ 30.00	\$ 30.50	\$ 31.00	\$ 31.50	\$ 32.00	\$ 33.50	\$ 33.00	\$ 35.50	\$ 36.50		

APPENDIX B (continued)

EXISTING EMPLOYEE WAGE RATES

8/15/2022	Contract Year 1: 2022-2023 Placement											
**Years = Years completed in current position.	**Year 0	Year 1-3	Years 4-6	Years 7-9	Years 10-12	Years 13-15	Years 16-18	Years 19-21	Years 22-24	Years 25-27	Years 28-30	
Student & Family Services												
Lunchroom Supervisor	\$ 15.00											
Library Aide	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	
Student Supervisor	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	
Paraprofessional	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.25	\$ 18.75	\$ 19.75	\$ 20.75	\$ 21.75	\$ 22.75	\$ 23.75	
Translator	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	
SLP A	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50	\$ 24.00	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	\$ 28.50	\$ 29.50	
Family Liaison - *11 month	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.50	\$ 27.00	\$ 27.50	\$ 28.50	\$ 29.50	\$ 30.50	\$ 31.50	\$ 32.50	
Case Manager	\$ 32.00	\$ 32.50	\$ 33.00	\$ 33.50	\$ 34.00	\$ 34.50	\$ 35.50	\$ 36.50	\$ 37.50	\$ 38.50	\$ 39.50	
Clerical Service												
Clerical Aide	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50	
Building Secretary	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	
Executive Secretary	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50	\$ 28.50	
Grant Specialist	\$ 28.74	\$ 29.24	\$ 29.74	\$ 30.24	\$ 30.74	\$ 31.24	\$ 32.24	\$ 33.24	\$ 34.24	\$ 35.24	\$ 36.24	
Health Services												
School Nurse	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.50	\$ 27.00	\$ 27.50	\$ 28.50	\$ 29.50	\$ 30.50	\$ 31.50	\$ 32.50	
Student Health Specialist	\$ 32.00	\$ 32.50	\$ 33.00	\$ 33.50	\$ 34.00	\$ 34.50	\$ 35.50	\$ 36.50	\$ 37.50	\$ 38.50	\$ 39.50	
School Nurse as Med Ed Nurse*	\$30 / day stipend when acting as a Med Ed Nurse											
COVID Liaison (ESSER)	5% increase over current (position ends at end of FY23)											
COVID Lead (ESSER)	5% increase over current (position ends at end of FY23)											
Technology Services												
Computer Aide	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.50	\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50	
Tech Support Technician II	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	
Tech Support Technician I	\$ 29.00	\$ 29.50	\$ 30.00	\$ 30.50	\$ 31.00	\$ 31.50	\$ 32.50	\$ 33.50	\$ 34.50	\$ 35.50	\$ 36.50	
Systems Analyst	\$ 29.00	\$ 29.50	\$ 30.00	\$ 30.50	\$ 31.00	\$ 31.50	\$ 32.00	\$ 33.50	\$ 33.00	\$ 35.50	\$ 36.50	

Contract Year 2: 2023-2024 - 4.25% for all members
Contract Year 3: 2024-2025 - 85% of CPI (2% - 4.25%)
Contract Year 4: 2025-2026 - 85% of CPI (2% - 4.25%)
Contract Year 5: 2026-2027 - 85% of CPI (2% - 4.25%)

*New hire/new position rates increase at the same rate.

FOR THE ASSOCIATION:

co Monica Ferrigno
President/Date

co ~~KB~~ Kelly A Borchering

ATTEST:

Rebel Kimball 10/7/2022
Secretary/Date

FOR THE BOARD:

Ala Baf 10/6/22
President/Date

Tom Day 10/6/22
Secretary/Date

