

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10**

**AND**

**ITASCA SUPPORT STAFF UNION**

**July 1, 2022–June 30, 2025**

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## **ARTICLE I PARTIES TO THE AGREEMENT/RECOGNITION**

### **A. Parties to the Agreement**

This Agreement is made by and between the Board of Education of Itasca School District #10, DuPage Co., Illinois, hereinafter referred to as the “Board” or “District” and the Itasca Support Staff Union, Northwest Suburban Teachers Union, Local 1211, IFT-AFT/AFL-CIO, hereinafter referred to as the “Union.”

### **B. Recognition**

The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and regularly appointed part-time non-certified support staff, excluding Supervisory, Managerial, Confidential and short-term employees as defined by the Illinois Educational Labor Relations Act, including the Administrative Assistant to the Superintendent, the Administrative Assistant to the Superintendent and Director of Operations/CSBO\_and Assistant Superintendent, and Network Manager.

### **C. Job Classifications**

The parties agree that employees covered by this Agreement work in the following job classifications: Teacher Assistant (including Media Center); School-wide Assistant, School Building Secretary; Custodian; Maintenance Technician; Computer Technician District-wide; Support Nurse; Payroll Clerk; HR Payroll Specialist; and Bookkeeper.-

## **ARTICLE II BOARD RESPONSIBILITIES AND RIGHTS**

It is recognized that the Board has full authority and responsibility under the laws of the State of Illinois for the operation of the schools of the District. The Board and the Union recognize, understand, and agree that the provisions of this agreement cannot conflict with the provisions of the Illinois School Code or other pertinent statutes of the United States or of the State of Illinois. The Union recognizes that, in the operation of its schools, the Board is guided by the regulations and criteria for the approval, recognition, and accrediting of schools promulgated by the Illinois State Board of Education, the State Superintendent of Education, the Superintendent of the Educational Service Region, and the federal education agencies. The Union recognizes the Board’s right to employ, discharge, assign, transfer, and promote all bargaining unit employees.

## **ARTICLE III EMPLOYEE RIGHTS**

### **A. Evaluation**

Within the first month of school the evaluation document will be presented to employees and evaluating supervisor appointed. If an employee starts after the first month of school, the evaluation document will be presented to the employee and evaluating supervisor within four weeks of the employee's start date.

Employees will be notified of any problems in their performance during the work year. Each employee will be given an opportunity to discuss any evaluation made by a supervisor. The employee shall have the right to attach comments to any evaluation, which shall be dated and signed by the parties. Any disciplinary action taken as a result of such evaluation must be for proper cause. Probationary employees are not protected under these provisions.

Formal evaluation procedures will take place in the spring of each year, to be completed no later than May 1<sup>st</sup>. The evaluation document will be reviewed and signed by both the employee and supervisor, acknowledging the meeting and review of the evaluation.

### **B. Evaluation Committee**

If and when evaluation tool updates are necessary and or requested by either party, a committee will be formed to evaluate and update the procedures and instruments.

### **C. Assignments**

By the end of the school year, each employee assigned as a Teacher Assistant will be notified of their tentative building work assignment for the next school year.

### **D. Job Descriptions**

1. At the Superintendent's discretion, job descriptions would be reviewed and revised, if deemed necessary. If a committee is formed ("Job Description Committee"), it would consist of at least one representative from the position being discussed, as well as Union President representation. District Representatives would be appointed by the Superintendent.
2. The Board of Education retains the right to establish job descriptions and accompanying duties for all District employees covered by the Agreement.
3. Upon forming a Job Description Committee, the parties agree they will meet to discuss any changes to the existing job descriptions so that it accurately reflects the current duties of each position.

4. Although the District shall consider the input of the Job Description Committee, the District ultimately retains the right to determine and establish job descriptions and accompanying duties for all District employees covered by the Agreement.
5. Please reference Appendix A for job descriptions.
6. Representatives appointed by the Union President and Superintendent will review and update all newly created support staff job descriptions by November 1, 2022.
7. There will be only one 8 hour secretary per building and there will be a 4 hour part-time secretary at Franzen and Peacock. There will be a 6 hour part-time secretary at Benson.
8. In addition to the 8 hour position, the District may use a combination of retired Itasca District 10 Staff and new regularly employed hires to fulfil the workload. There shall be a minimum daily building requirement of 12 hours of secretarial coverage at Franzen and Peacock and 14 hours of coverage at Benson. Hires for those positions are subject to the terms of the collective bargaining agreement.
9. Union dues for the additional employees will be calculated and deducted at an hourly basis pro-rated to their work time in reference to the Itasca Support Staff Union Council Annual Dues Worksheet.

**E. Vacancies**

Notice of vacancies for all unit positions will be e-mailed to District personnel prior to filling a position.

**F. Involuntary Transfer**

The District may transfer employees based on the needs of the District, students and/or academic programs. The District shall provide the affected employee with advance notice of any such transfer. The Superintendent or designee will provide the employee notice of the involuntary transfer and the opportunity to meet with him/her, accompanied with the Union President, to discuss the reasons for the transfer.

All union members within a position will annually complete building assignment requests. Any involuntary transfer will not be made capriciously or arbitrarily. Transfers are based on administrative judgment and seniority shall be considered. Union members may request a meeting to understand the determination of administrative judgment.

#### **G. Voluntary Transfer**

Unit members who apply for vacancies within the bargaining unit will be given consideration before the District considers external applicants. If any two unit members apply for the same position, and both are the most qualified applicants, the position will be assigned based upon seniority, with the most senior being first offered the position.

#### **H. Layoff and Recall**

1. The order of layoff, provided remaining employees are qualified to perform the needed services, shall be the least senior employee in the affected job classification according to seniority as defined below.
2. Recall of employees shall be in inverse order of layoff with the most senior employee in the affected job classification being recalled first. The Board will maintain a recall list for twelve months for each affected job title. Those employees refusing to return to work within fourteen (14) days from notification of recall will be dropped from the recall list.
3. In the event that a position for a Pre-school Aide is recalled, the employee may defer the recall to the next eligible position once, within that school year. The employee then may be recalled for the next position one time within that school year.

#### **I. Seniority**

1. Seniority will be determined by date of hire. Ties in seniority between unit members with the same date of hire shall be resolved by lottery, unless time of hire is available. Such lottery shall be conducted jointly with Administration and Union representatives.
2. The District shall supply the Union President with a seniority list prior to February 1 of each school year.
3. Seniority for the purpose of layoff and recall of unit members shall be defined as the length of continuous service as an employee of the Board. Part-time employees will accumulate seniority on a pro-rata basis determined by the fraction of hours worked as compared to a full-time counterpart in the same job category. Approved leaves shall not constitute a break in continuous service.

**J. Probationary Period, Discipline and Discharge**

**1. Probationary Period**

The probationary period for all newly hired employees shall be one year, which will begin on a new hire's first day reporting for work. During the probationary period, the District reserves the right to terminate a probationary employee without cause. Furthermore, discipline or discharge of probationary employees is not subject to the grievance procedure.

The calculation of one year for purposes of this provision shall be based on the total number of paid days detailed in the Work Hours Table set forth in Article V Section B for each covered position. If a probationary employee begins mid-year, the probationary year begins on the first day and the total number of days worked will be inclusive school years.

**2. Discipline and Discharge**

- a. The Board shall discipline employees, including discharge, for just cause. Serious offenses may result in suspension or immediate dismissal. Offenses which do not justify suspension or discharge, if they are a first offense and for which the Board believes the employee should be disciplined may result in an oral or written reprimand.
- b. Employees shall be permitted to review records of disciplinary actions and prepare a written response in accordance with Article III, Section L of the Agreement.

**K. Safety and Overall Condition of Facility**

The District shall make reasonable efforts to maintain safe and healthful conditions throughout the building. Employees who have concerns that impact safety, cleanliness, and healthful conditions of a building are encouraged to contact his/her immediate supervisor.

**L. Personnel Files**

1. The Board shall maintain one (1) personnel file for each employee, except that grievance material may be filed separately.
2. The employee shall be given a copy of any document placed in his/her personnel file, provided such document is disciplinary in nature or may otherwise have a negative impact on the continuing employment of the employee. The employee's



receipt of a copy of such document(s) shall be acknowledged by the signature of the employee or a witness thereto.

3. Employees shall have the right to attach written reactions to documents placed in their personnel file. Such written reaction must be filed within fifteen (15) working days of the date the document is placed in the personnel file.
4. Employees shall have the right to review the contents of their individual personnel file by making an appointment at least one (1) day in advance with the Superintendent or designee. Employees shall be given copies of requested documents contained in their personnel file at customary expense. Such review shall occur during regular business hours when the employee is not otherwise assigned and in a manner, which shall not interfere with the operation of the personnel office or the District. Such review shall be in the presence of a designated appointee of the Board. This right of review shall not be considered applicable to any evaluative or reference information received by the Board in connection with the Board's decision to employ the employee in the first instance.
5. Material shall not be removed from any personnel file without the written consent of the Superintendent and the knowledge of the employee. The employee shall be given a copy of the Superintendent's written consent and all the material (exclusive of confidential documents) so removed.
6. This Section shall not be construed to prohibit the Board from adopting Board policy and regulations for the maintenance, inspection and dissemination of personnel records pursuant to the Illinois Review of Personnel Records Act provided that, to the extent permitted by law, any rights which employees have pursuant to this Section shall not be diminished by the adoption of said policy and regulations.

## **ARTICLE IV UNION RIGHTS**

### **A. Dissemination of Information to the Union**

The Union President will receive notification on the Friday (close of day) prior to the following Wednesday's regularly scheduled Board meeting to access BoardBook to view the Board of Education Meeting packet. The Board shall make every effort to timely respond to any reasonable request for information.

**B. Mailboxes, Bulletin Boards, and Meetings**

The Union shall have the right to use the District employee mailboxes and a portion of a designated bulletin board for official Union materials. Materials placed in employee mailboxes and/or posted on designated bulletin boards shall be of a non-derogatory, non-inflammatory and non-partisan political nature.

**C. Dues Deduction**

1. The Board shall deduct from the pay of each unit member membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a written authorization for dues deduction voluntarily executed by the employee. Such authorization shall continue in effect from year to year unless revoked in writing by the employee.
2. The Union shall certify the annual rate of dues in writing to the Board each year. The amount specified shall be pro-rated and deducted from each paycheck, starting with the first paycheck in September and ending with the last paycheck in June, provided the amount to be deducted shall not vary during this period. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

**D. COPE Deduction**

Upon receipt of a voluntary authorization in writing by a unit member, the Board shall deduct from the unit member's salary the amount authorized by the employee for the Northwest Suburban Teachers Union (NWSTU – COPE). The Board agrees to remit to the treasurer of the Union all sums deducted by the Board pursuant to authorization from the unit member, separating from dues any political contributions.

Union dues and COPE deductions shall be remitted separately.

**E. Hold Harmless**

The Union shall indemnify defend and save harmless the Board and all of its agents and employees from any and all claims, demands, suits, costs or other forms of liability resulting from any action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Article.

## **ARTICLE V WORKING CONDITIONS**

### **A. Work Year**

The work year for Teacher Assistants, Media Aides, School-Wide Aides and Computer Technicians District-wide will begin three (3) days prior to the start of student attendance and end on the last day of student attendance. Employee workdays are reflected on the Work Hours Table. Teaching Assistants/Media Assistants are to work two of the 3 remaining Institute Days (Professional Development Days). The days will be scheduled by the employee and supervising principal in advance. The workdays for the secretary and nurse will be scheduled by the building principal and employee in advance. The workdays (on the Work Hours Table) should be used after the school year ends and before the school year begins to support the closing and beginning of the school year.

School-Wide Aides and Computer Technicians District-wide will be required to all attend District Institute Days (Professional Development Days). Principals and employees must submit plans for the extra days in advance in writing to the Superintendent for approval prior to the scheduled days.

The work year for all twelve-month employees will include all days on which the District Office is open for business.

Upon employee request and written authorization by the building principal, teaching, media and school-wide assistants may work additional days such as Parent-Teacher Conference Day and be paid at the hourly rate.

### **B. Workday**

Employees will work the hours and days as determined and assigned by the Administration and stated on the employee's assignment letter. The workday shall include a 30-minute, unpaid, duty-free lunch assigned by the principal between 10:30 a.m. and 1:30 p.m. The normal work week shall not exceed forty (40) hours.

The workday column is total time. An additional 30-minute lunch is added to the workday schedule for total workday time. For instance, an 8-hour work day employee is at work 8.5 hours total. Employees schedule their lunch time with their supervisor.

Custodians who are willing and available to be considered for mandatory overtime duties shall submit their names to their supervisor by July 1 of each school year. These custodians will be placed on a mandatory overtime list in order of seniority. A continuous rotation based upon seniority will be applied to assign mandatory overtime, with the most senior employee being

asked upon the first instance of need, the second most senior the next, and so on down the list, until all employees have worked mandatory overtime. Custodians who are on the mandatory overtime list and refuse such assignment without having been excused for extenuating circumstances on more than two (2) occasions shall be removed from the mandatory overtime list for the remainder of the school year.

**Overnight Field Trips:** Employees assigned to overnight field trips will be paid their regular hourly rate for their regular workday and employees shall receive a \$720 per trip stipend. The District will make every effort to assign field trip work on a rotating basis based on the needs of the students and field trip program.

<b>Position</b>	<b>Paid Days</b>	<b>Hours</b>	<b>Hours with 30 Minute Lunch</b>
Bookkeeper/AP	260	8.00	8.50
Payroll/HR Coordinator	260	8.00	8.50
Payroll Clerk	260	8.00	8.50
Maintenance Technician	260	8.00	8.50
Legacy Secretary (Benson)	208	6.00	6.50
Part-time Secretary (Franzen and Peacock)	203	4.00	4.00
New Lead Secretary	220	8.00	8.50
Custodian	260	8.00	8.50
Head Custodian	260	8.00	8.50
Nurse	201	7.50	8.00
School-Wide Assistant	192	7.25	7.75
Teacher/Media Assistant	191	7.25	7.75
Computer Technician District-wide	192	7.25	7.75

1. Outdoor Education – Support Nurse Stipend: \$720.00
2. Outdoor Education - Teacher Aide Stipend: \$720.00\_
3. On Fridays and days before holidays and vacations, Media Assistants, School-Wide Assistants, Teaching Assistants, Nurses and Secretaries workday shall end when students are dismissed and all student supervisory duties are met.

**C. Vacation**

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

<u>Length of Employment (Years)</u>	<u>Vacation Allotment</u>
1-5	10 workdays
6-10	15 workdays
11+	20 workdays

Employees will be permitted to roll over a maximum of 10 vacation days from one year to the next.

Custodians shall not be permitted to take a vacation:

- In the one week prior to the beginning of the school year;
- In the first two weeks after the beginning of the school year;
- In the two weeks prior to the last day of the school year;
- In the one week following the last day of the school year.

**D. Holidays**

The District shall provide all bargaining unit employees between ten (10) and fifteen (15) paid holidays. By June 1<sup>st</sup> the District shall give the Union President the paid holiday schedule for the next school year for all ten (10) and twelve (12) month employees. Starting with the 2018-2019 school year, there will be additional days for School-Wide Aides, Teacher Aides, Media Assistants and Computer Technicians District-wide.

10-month Support Staff Union members will receive the same paid holidays as 12-month District employees for dates between the first day that school staff reports and the last day of school beginning with start of the 2018-2019 school year.

12-month Support Staff Union members will receive the same paid holidays as other 12-month District employees.

**E. E-Mail**

Each employee will receive a District e-mail account and follow the District's prescribed Acceptable Use Policy. The exception includes custodians, whereby this section only applies to

Building (Head) Custodians. Employees are expected to check their District e-mail account on a regular basis.

**F. Patrol and Lunchroom/Recess Duties**

The parties agree that Teacher Aides are required to perform patrol and lunchroom/recess duties. The parties also agree that such duties are generally considered bargaining unit work. However, the District may utilize non-bargaining unit personnel to perform patrol and/or lunchroom/recess duties for no more than two (2) hours per day subject to the following conditions: 1) there are not enough Teacher Aides assigned to a building to perform patrol and/or lunchroom duties; and 2) the District's use of non-bargaining unit personnel to perform patrol and/or lunchroom/recess duties shall not result in a reduction of hours or pay for Teacher Aides.

**ARTICLE VI  
LEAVES**

**A. Sick Leave**

Each full-time unit member shall be entitled to a total of twelve (12) days sick leave per school year without loss of pay. Employees who have worked over 10 years with the district are entitled to 14 sick days annually. Said leave shall be pro-rated for half-time and part-time employees.

Such leave shall accumulate to a maximum of 240 days.

Any Itasca Support Staff employee covered by the collective bargaining agreement who has accumulated 240 days shall be entitled to their contractual annual allotment for use in the coinciding work year, but that such days shall not accrue.

**B. Personal Leave**

Each full-time unit member shall be granted two (2) days personal leave per school year, without loss of pay, for business which cannot be conducted during non-school hours or for emergency conditions which prevent the employee from reporting to work. Employees who have worked over 10 years with the district are entitled to 3 personal days annually. Except in cases of emergency, employees shall provide their building principal with at least three (3) days notice prior to the requested personal leave day. Personal leave days shall not be used in less than ½ day increments. Generally, employees will not be required to provide reasons to the District for ordinary use of personal leave.

Except with Superintendent approval for special emergency cases, personal leave days should

not be requested the first or the last week of a semester, on the school day prior to or after a legal holiday or school recess, or in conjunction with sick leave.

Unused personal leave days will carry over to the next year as sick days.

**C. FMLA Leave**

Full-time employees may be eligible for medical and/or family leave in accordance with provisions in the Family and Medical Leave Act (FMLA) of 1993 as amended or any successor provision. A more comprehensive explanation of FMLA entitlements and obligations is set forth in Board Policy 5.185.

**D. Jury Duty Leave**

The Board shall pay the regular salary to employees called to jury duty during a regularly scheduled work day. Employees called for jury duty during school months shall make an effort to have such jury duty postponed until non-working months. Such absence shall not be charged against any other leave of absence. The employees so summoned shall reimburse the Board in the amount of any per Diem compensation (exclusive of mileage allowance) received for such service.

**E. Bereavement Leave**

At the beginning of each school year, each bargaining unit employee shall be granted a maximum of four (4) days bereavement leave for the first instance, and two (2) days bereavement leave for the second instance. As soon as practical, the bargaining unit employee must apply for the bereavement leave in writing using the appropriate form. Said bereavement leave may be used in connection with the death of immediate family including parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sister-in-law, daughters-in-law, son-in-law, and legal guardians. Bereavement leave shall not be cumulative. The Superintendent will review and consider any additional requests.

**F. Unpaid Leave of Absence**

Employees who have been employed by the District for a minimum of four (4) years may request an unpaid leave of absence for up to one (1) year. The parties acknowledge that unpaid leaves of absences are subject to the approval of the Board and will only be granted under rare circumstances.

## **ARTICLE VII COMPENSATION AND FRINGE BENEFITS**

### **A. Payroll Procedure**

Payroll checks will be regularly issued on the fifteenth (15<sup>th</sup>) and last day of each month. All paychecks will be issued through direct deposit.

### **B. IMRF Contributions**

The District and eligible employees shall make contributions to IMRF in accordance applicable law. The District will also deduct and remit additional money to IMRF if an employee completes a Form 6.30 requesting additional contributions be made to IMRF.

### **C. Insurance and Flexible Benefit Plan**

The following insurance and flexible benefit plan benefits will be provided to eligible full-time employees.

#### **1. Individual/Dependent Health Insurance Coverage**

For individual coverage, the Board shall pay the full premium at the amount of the legacy health insurance plans. The Board will contribute toward the dependent health insurance premiums at the following rates.

Spouse - \$175.00  
Child(ren) - \$150.00  
Family - \$300.00

#### **2. Health Insurance Deductible**

The deductible of the legacy health insurance plans shall be a maximum of \$500 per person with a \$1500 maximum for family coverage participants.

#### **3. Co-Insurance**

Co-insurance limits for the legacy health insurance plans shall be a maximum of 80/20 of \$10,000 for in network including the satisfied deductible.

#### **4. Lifetime Maximum**

The lifetime maximum shall be a minimum of \$2,000,000.

#### **5. Prescription Drug Card**

Prescription drug card use shall be unlimited.



6. Life Insurance

The Board will pay the full premium for a \$40,000 individual term life insurance policy.

7. Disability Insurance

The Board will pay the full premium for disability insurance for full-time employees. The monthly benefit shall be a minimum of 60% of covered earnings to a maximum of \$7,500.

8. Flexible Benefit Plan

The Board will be responsible for administering the plan and the yearly administrative fee. Employees shall be responsible for the monthly participation fee.

**D. Annuities**

If the Board offers the opportunity to participate in tax-sheltered annuity plans, employees covered by this Agreement shall be permitted to participate and the Board would allow payroll deductions therefore.

**E. Compensation**

Employees will receive the following wage increases during the term of the Agreement:

Each employee of the bargaining unit will receive a 4% pay increase in 2022-2023 and an additional market adjustment increase of 3%.

Each employee of the bargaining unit shall receive a 4% increase in 2023-2024 and a 4% increase in 2024-2025.

The District shall adjust each January 1 the starting minimum pay for aides to reflect changes in the minimum wage.

**F. Overtime Pay**

Any time worked beyond 40 hours in a work week will be paid at an overtime rate of one and a half (1.5) times the employee's regular hourly rate of pay. The Maintenance Technician and Custodians may flex time if a plan is requested by the employee and signed by the Chief School Business Official (CSBO) and/or Superintendent in advance.

The Maintenance Technician and Custodians who work on holidays or Sundays will be paid at two (2) times the employee's regular hourly rate of pay and work on snow days will be paid at

one and a half (1 1/2) times the employee's regular hourly rate of pay if those times are outside the normally scheduled time.

**G. Special Duties During the Workday**

A unit member who is assigned to perform certified substitute teacher duties, as set forth below, for more than ten (10) minutes during their workday shall be paid for that time a rate of one and a half (1 1/2) times the employee's regular hourly rate of pay rounded up to the next fifteen (15) minute increment at the District Certified Substitute rate of pay, rather than their hourly rate.

At the beginning of each school year, teacher assistants who wish to be considered for certified substitute teacher duties shall submit their names to their building principal. These teacher assistants will be placed on a substitute list in order of seniority. A continuous rotation based upon seniority will be applied in each building to assign certified substitute duties, with the most senior qualified employee being asked upon the first instance of need, the second qualified most senior the next, and so on down the list, until all qualified employees have been used as a certified substitute. Should the District need a substitute in the assigned classroom of an employee on the substitute list, that employee will be first offered the substitute duty. Teacher assistants who are on the substitute list and refuse such assignment on more than two (2) occasions shall be removed from the substitute list for the remainder of the school year. If there are no available teacher assistants on the substitute list, the District may assign substitute duties to the least senior teacher assistant qualified to perform the work.

**H. Mileage Reimbursement**

Mileage reimbursement for expenses incurred while on District business is paid at the maximum rate allowed by the I.R.S. Requests for mileage reimbursement are to be made on a quarterly basis and must be submitted within thirty (30) days of the end of the quarter. Quarters are defined as 1) July, August, September; 2) October, November, December; 3) January, February, March; 4) April, May, June. Calculation of mileage shall begin from school or home (whichever is closer) to the destination point.

**I. Retirement/Unused Sick Days**

Full-time employees with 10 or more years of service with the District and who receive a satisfactory evaluation in their last year of employment will receive payment for accrued unused sick days (not used for IMRF credit) at a rate of \$100.00 per day up to a maximum of 60 days. In order to be eligible for the payment of accrued unused sick days, employees must provide the District with at least 90 days notice of his/her retirement and proof of acceptance for retirement benefits through IMRF.

**J. Professional Development**

Should the District require an employee to attend workshops or seminars, the District will pay the cost of the enrollment fees.

**ARTICLE VIII  
GRIEVANCE PROCEDURE**

**A. Purpose**

The primary purpose of this procedure is to secure the lowest level equitable solution to the problems of the parties involved. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with the Administration.

**B. Definition**

1. A grievance is a claim by an employee or the Union on behalf of named employees that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
2. As used in the Article, "days" shall mean employment days, except during the summer recess when it shall mean days on which the District Business Office shall be open.

**C. General Provisions**

1. An employee should not be subject to discipline or reprisal because of his/her participation in the grievance procedure.
2. Each case shall be judged on its own merit.
3. A grievance may be withdrawn at any step without establishing precedent.
4. All time limits may be extended by written agreement of both parties.
5. Hearings and conferences under this procedure shall be conducted at a time and place which shall be held, insofar as possible, after regular school hours, or during non-work time of the personnel involved. When such hearing and conferences are held at the option of the Administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

6. No employee at any step of the grievance procedure shall be required to meet with the Administration or the Board without Union representation.
7. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

#### **D. 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 communications. When requested by the employee, a Union member may accompany the employee to assist in the informal resolution of the grievance. The parties agree that the time limits for filing a grievance, set forth below, shall remain in full force and effect throughout any informal discussions, unless the parties agree in writing to extend such time limits. If however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

##### **Step One**

The employee or Union on behalf of named unit members, must present the grievance in writing to the Building Principal within ten (10) days of the occurrence giving rise to the grievance. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the grievance. The Administration shall provide a written answer of the grievance to the aggrieved employee and Union no later than ten (10) days following the meeting, including reasons for decisions.

##### **Step Two**

If the employee or Union is not satisfied with the disposition of the grievance at Step One or the time limits expire without the issuance of written reply, the employee or Union may submit written appeal to the Superintendent. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the written appeal to the Superintendent. The Superintendent shall provide a written answer of the grievance to the aggrieved employee and Union no later than ten (10) days following the meeting, including reasons for the decisions.

##### **Step Three**

If the Union is not satisfied with the disposition of the grievance at Step Two, or the time limits expire without issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. The Union must submit the grievance to arbitration, by providing a letter to the Superintendent, within fifteen (15) days from the Step Two response or within fifteen (15) days following the date the Step Two response is due, if no response is provided. If arbitration shall be necessary, the parties shall attempt to mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator, the services of the American Arbitration Association shall be employed. The Board and the Union shall equally bear the cost of the arbitrator. The arbitrator shall be specifically limited to determining the issues presented in the grievance involving the interpretation or application of the Agreement. The arbitrator

shall have no authority to add to, subtract, alter, modify, ignore or change any of the terms of this Agreement.

## **ARTICLE IX MISCELLANEOUS**

### **A. Term of Agreement**

This Agreement shall become effective on the date the last of the representatives of the parties signs as set forth below and continue in effect through June 30, 2025, except that the salary and other compensation provisions of the agreement shall be retroactive to July 1, 2022 or the start of the 2022-2023 school term.

### **B. Date to Start Negotiations**

The parties agree to commence negotiations for a Successor Agreement at a mutually acceptable date, but in no event later than the April Board meeting of the year of expiration of this Agreement.

### **C. Procedure During Negotiations**

During negotiations for the Board and the union representatives shall exchange relevant data, points of view, proposals and counter-proposals. The Board shall make available for Union inspection, upon request, all public financial records of the Board relating to negotiable items. Either party may utilize the services of outside consultants and/or lay representatives to assist in negotiations.

The time for these negotiations shall be established by mutual agreement between the parties.

### **D. Separability – Saving Clause**

In the event any provision of this Agreement is or shall at any time be deemed contrary to law, all other provisions of this Agreement shall continue in effect. If any provision of this Agreement is or shall at any time be deemed contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

### **E. No Strike Clause**

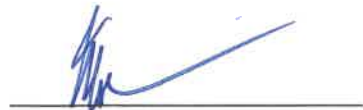
Employees shall not engage in any strike, sympathy strike, or work stoppage, work slowdown, picketing or any other action to disrupt the normal District operations during the term of this Agreement.

### **F. Typing and Photocopying of this Agreement**

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the photocopying of sufficient copies of this Agreement for the parties. The parties shall split the cost of such photocopying.

IN WITNESS THEREOF:

For the Board of Education:



President

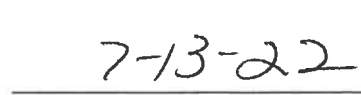


Date

For the Support Staff Union:



President



Date