

CONTRACTUAL AGREEMENT

Between

JOLIET TOWNSHIP HIGH SCHOOLS

DISTRICT 204

and the

JOLIET TOWNSHIP HIGH SCHOOLS

COUNCIL 204 PARA-PROFESSIONAL EMPLOYEES

AFT-Local 604, IFT/AFT

2019-2022

Joliet, Illinois

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Article I. Recognition and Representation

1.1 Effect of Agreement

- A. This contractual agreement (hereinafter referred to as “the Agreement” is entered into this 1st day of July, 2019, by and between the Board of Education of School District 204, in the State of Illinois (hereinafter referred to as “the Board”), and the Joliet Township High School Council 204 Para-Professional Employees, AFT-Local 604, IFT/AFT (hereinafter referred to as “Para-Professional Council 204). Any reference to members of the bargaining unit hereinafter shall be referred to as “Para-Professional Employee.”
- B. The Board and Para-Professional Council 204 recognize that Para-Professional Council 204 represents Para-Professional employees and that both parties have as their primary interest the welfare of all students. Para-Professionals are considered a part of the educational team in the planning and conduct of instruction and activities and in the maintenance of discipline. Moreover, the Board and Para-Professional Council 204 recognize that the Board shall retain whatever rights and authority are necessary for it to carry out effectively its responsibilities delegated to it by the laws of the State of Illinois.
- C. The Board and Para-Professional Council 204 intend that this Agreement provide an effective and continuing means of communication between the parties as well as to provide for employment and working conditions, salary and fringe benefits, and other matters of mutual concern. Moreover, any action on salaries, benefits or working conditions covered in this Agreement and/or the implementation of this Agreement will be taken in accordance with the provisions of this Agreement.
- D. The Board and Para-Professional Council 204 further recognize that this Agreement supersedes any and all prior agreements, practices and policies concerning subjects contained herein unless a Para-Professional employee has a prior written agreement with the Board exempting him from any provision stated herein.
- E. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standards of the School Code, all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement.

1.2 Recognition

The Board recognizes Para-Professional Council 204, AFT Local 604, IFT/AFT, as the sole and exclusive bargaining representative with respect to salaries, fringe benefits, hours, working conditions, and other conditions of employment for all full time employees classified as Para-Professionals by the Board of Education.

Article II. Management Rights

2.1 Basic Rights

The Board retains and reserves unto itself all powers, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

2.2 Administrative/Supervisory Rights

For those Para-Professionals covered by this Agreement who have assignments which are administrative or supervisory in nature, Para-Professional Council 204 agrees that the Board will retain the following rights and responsibilities.

- A. To select or promote, and to suspend, demote, discharge or take other disciplinary action with regard to the supervisory or administrative status of such Para-Professionals.
- B. To determine the job description, duties, responsibilities, hours of employment and methods of executing administrative and supervisory portions of the job assignments of such Para-Professionals.
- C. To be exempt from any grievance procedure in carrying out the above rights and responsibilities.

Article III. Union-Board Relations

3.1 Non-Discrimination

The Board and Para-Professional Council 204 agree to continue their policies of not discriminating in terms of employment of membership against any Para-Professional on the basis of race, creed, color, national origin, sex, marital status, handicapping condition or membership in Para-Professional Council 204. Para- Professionals shall have the right to join or not to join Para-Professional organizations without restraint.

3.2 Union/Superintendent Meeting

The Superintendent or a designee shall meet upon request with representatives of Para-Professional Council 204.

3.3 Meeting Time

Para-Professional Council No. 204, Local 604, shall be granted meeting time during School Improvement Days at least three (3) times per year, providing that the meeting dates have been approved by the Assistant Superintendent for Business and Personnel in collaboration with building principals.

3.4 Released Time- Council Officials

The President, Building Representatives, Vice-President, or the Secretary-Treasurer, subject to administrative approval, may be allowed released time for the investigation of grievances or other appropriate activities relating to school or Para-Professional welfare.

3.5 Availability of Statistical Data

The Board shall make statistical data relevant to negotiations available to the Para-Professional Council upon request and information necessary for proper enforcement of this agreement.

The Assistant Superintendent for Business and Personnel shall make available information concerning the hiring, recall, or lay-off of any Para-Professional employee to the President of the Para-Professional Council 204 at his/her request.

Article IV. Union No Strike Promise- Board Bargaining Guarantees

4.1 No Strike Provision

Recognizing that adequate means are made available by this Agreement for the resolution of Para-Professional employees grievances and/or complaints and that other procedures are provided by statute and judicial process for such resolution, neither Para-Professional Council 204 nor the Para-Professional employees covered by this Agreement shall instigate, promote, sponsor, engage in, or condone any strikes, concerted stoppages of work, or any other intentional interruptions of educational duties for the duration of this Agreement. It is understood and agreed that any Para-Professional employee violating this provision of the Agreement shall be subject to disciplinary action by the Board to the extent of and including dismissal. The Board agrees that it will neither conduct nor condone any lockout of any Para-Professional employee because of labor disputes for the duration of this Agreement.

4.2 Duration and Termination

- A. This Agreement shall constitute the entire agreement between the parties and concludes collective bargaining for the term beginning July 1, 2019 through June 30, 2022. The parties herein agree to the following conditions.
- B. The contract shall continue thereafter unless either party gives written notice of its desire to modify or terminate this Agreement before April 1, 2022.
- C. Upon receipt of such notice, negotiations shall commence as of the date following the giving of notice and shall continue until a new or revised Agreement is reached.
- D. The contract may be reopened at any time by mutual consent.

4.3 Rights of the Para-Professional

- A. The two categories of Para-Professionals shall be instructional Para-Professionals and security Para-Professionals. Para-Professionals shall include, but not be limited to such personnel as teacher assistants, health aides, media assistants and general supervisory aides. The Administration shall advise the union of any new classifications and shall provide a copy of the proposed job description. If the union requests, a meeting shall be held between the administration and the union to discuss the proposal. The Union and the Board shall negotiate a salary for any new classifications as may be necessary.
- B. The Board respects the rights of the Para-Professional employee as a responsible citizen of the Nation and of the community in which he lives.
- C. Legal Representation
 - 1. Assault and/or Battery

In the event of an assault and/or battery suffered by a Para-Professional employee in connection with his/her employment, the Para-Professional employee may immediately file a written report to the principal. The report shall be forwarded through administrative channels to the Superintendent who shall comply with a reasonable request from the Para-Professional employee for information of advice relating to the incident of the persons involved.

2. Defense Against Suits

The Board shall provide for the legal support and/or defense of Para-Professional employees in cases arising out of the course of employment comparable to that provided to the teaching staff.

4.4 Building and Classroom

A. Building Security

The Board shall establish policies and procedures for building security to protect students, employees, and property from outside intruders and violently disruptive students. During times of crisis, as determined by the administration, law enforcement officers with power of arrest will be requested in the building. Supervisory personnel or Para-Professional employees shall be available as needed inside and/or outside the building during school hours or at school sponsored public functions.

B. Discipline

If and when it becomes necessary in the absence of a certified teacher, a Para- Professional may refer a student for disciplinary action to the appropriate administrative officer. In the classroom, all referrals shall be made to the teacher or be approved by the appropriate teacher.

C. Safety and Health

Para-Professional employees will carry out their duties under safe and healthful conditions in the schools as defined in the School Code of the State of Illinois.

4.5 Communication System

Para-Professional Council 204 shall have reasonable use of appropriate school communications equipment upon approval of the administration. Council 204 will pay for all consumable materials used. No school equipment shall be removed from the premises or used for political purposes.

Article V. Conditions of Employment

5.1 Categories of Para-Professionals

The two categories of Para-Professional employees shall be instructional Para-Professionals and security Para-Professionals.

5.2 Para-Professional License

To be licensed as an instructional para-professional by the State of Illinois and to work as an instructional para-professional, a person must have a Paraprofessional Endorsed Educator License with Stipulations.

5.3 Terms of Employment

A. School Calendar

The school working year for 10- month Para-Professional employees shall consist of one hundred and eighty-six (186) days of which one hundred and seventy-six (176) days shall be actual working days. All Para-Professional employees shall receive the student school holidays designated on the official district school calendar.

- B. All Para-Professional assignments shall be made at the discretion of the administration with consideration of qualifications and seniority. The administration shall have the right to change Para-Professional assignments as deemed necessary. However, seniority and qualifications shall be considered by the administration for any change in Para- Professional assignments. A Para-Professional may request a meeting to discuss the reasons for any new assignment with the Assistant Superintendent for Business and Personnel. Such meeting will be conducted by the Assistant Superintendent for Business and Personnel or by appropriate designee within seven (7) days after receipt of the request.

- C. All Para-Professionals employees will receive notification of their tentative building assignment by July 1 of each school year.

D. Probationary Period

All new Para-Professional employees shall be considered on a probationary status for the first ninety (90) work days of their employment. Their performance during this period shall be evaluated to determine if they will be retained in the employment of District 204.

After the probationary period, an employee who voluntarily requests a change in employment category shall serve a probationary period of thirty (30) work days in the new category. If the administration determines that the employee's performance is unsatisfactory during this probationary period, the employee may be returned to the position occupied prior to the change in category.

E. Termination Procedure

Each Para-Professional employee shall be notified of termination of employment for the subsequent school year by April 1 of the current school year or sixty (60) days before the end of the school year, whichever comes first.

F. Physical Examination

The Board requires all new Para-Professional employees to provide evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis. Such evidence shall consist of a physical examination and a tuberculin skin test and, if appropriate, an x-ray made by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches not more than ninety (90) days preceding time of presentation to the Board, and cost of such examination shall rest with the Para-Professional. The Board may from time to time require an examination of any Para-Professional by a physician licensed in Illinois to practice medicine and surgery in all its branches and shall pay the expense thereof from school funds.

G. Employment Notification

The Human Resources Department shall notify the President and Treasurer within ten (10) working days of the hiring of any employee covered by this Agreement. The new employee's name, address, date of hire, job title/classification and department shall be provided through email.

5.4 Work Load

Each employee shall be given a job description for his/her job classification that shall specify general duties and tasks of the job when he/she is employed. All job descriptions will be available on the school website. If a position requires a new skill or technological knowledge that the employee does not possess, the employee shall be offered the opportunity to gain the necessary training.

Full-time Para-Professional hours will be determined according to the job description/category and will range from thirty-two and one half (32.5) hours to forty (40) hours per week year. Para-Professionals required by the supervisor to work in excess of the normal work day will complete a time sheet in accordance with additional time worked.

A. Duty Free Lunch

Every Para-Professional employee shall have one (1) duty free, thirty (30) minute module for lunch exclusive of regularly assigned working hours.

B. Work Breaks

Para-Professional employees shall be entitled to two (2) breaks of fifteen (15) minutes each day. These shall be assigned by mutual agreement between the employee and the supervisor.

5.5 School Improvement Days

- A. All school improvement days shall be planned to include programs appropriate to Para-Professional employees.
- B. All Instructional Para- Professionals will be required to attend one (1) Institute Day each semester (August and January), in lieu of two (2) school improvement half days each semester. Each year, the selected dates will be communicated by administration upon approval of the school calendar.

5.6 Eligibility for Vacancies

For the purposes of this agreement, a vacancy shall be any full-time position.

- A. All vacancies for Para-Professional employees and newly created positions shall be listed as they occur. Employees will be notified of all vacancies through a district wide electronic platform. Said notices will be sent to the Union President through alerts on the electronic platform.
- B. The Para-Professional employee shall have the opportunity to apply for any Professional staff or supportive staff vacancy for which the employee feels qualified.
- C. General seniority will be the deciding factor when employees of equal qualifications have applied for the same vacancy.
- D. Para-Professionals, who are qualified, may apply for extra-pay positions offered by the District.

5.7 Seniority and Evaluation

A. Seniority

Seniority is defined as the length of continuous full-time service as a Para-Professional with the District since the most recent date of hire; however, any time spent on Board approved leave of absence will not contribute toward seniority. Employees will have seniority in either two (2) Para-Professional categories: 1) Instructional Para-Professional or 2) Security Para-Professional. Accrued seniority will be carried to the new Para-Professional category for those employees who transfer between Para-Professional categories.

B. Layoff and Recall

In the event of a reduction in force, written notice will be given to the affected employee(s) by regular mail and given either by certified mail, return receipt requested or personal

delivery with receipt at least thirty (30) days before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason, therefore. The employee(s) with the least seniority, as defined above, within the affected Para-Professional category, will be dismissed first in the event of a reduction in force.

Remaining employees may be transferred following a reduction in force to meet the organizational needs of the District.

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the position thereby becoming available within that category or any other category of positions shall be tendered to the employees so removed or dismissed from that category or any other category of positions so far as they are qualified to hold such positions. Employees eligible for recall must respond to a written offer of employment within five (5) working days. Failure to accept an offer of recall for which the employee is qualified will terminate the employee's recall rights.

C. Evaluation

Para-Professionals shall be evaluated in accordance with policy established by the Board of Education. The evaluation process will be communicated to all Para-Professional staff and the yearly evaluation shall be completed by May 15th of each school year.

A conference shall be held between the employee and the supervisor. The employee shall be provided with a draft copy of the evaluation report prior to the time of the conference for use during the conference. The employee shall sign the evaluation which verifies that a conference was held, and the evaluation report was read. The employee may submit a response to the evaluation report, and have it attached to the report.

D. Discharge

After the probationary period, no employee covered by this agreement shall be subject to discharge without just cause except for reductions in force as provided by Paragraph 5.7.B of this Contractual Agreement. Reasons for potential discharge shall be stated in writing and discussed with the employee in a personal conference. The employee shall have sixty (60) days to correct performance deficiencies.

E. Progressive Discipline

The employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measure shall include the following:

- a. Oral reprimand (notice to be given in writing)
- b. Written reprimand (notice to be given in writing)
- c. Suspension without pay (notice to be given in writing)
- d. Discharge (notice to be given in writing)

Special circumstances such as the severity of the misconduct or the employee's history of

discipline may necessitate more severe disciplinary measure bypassing the normal progressive discipline steps. No warnings or reprimands shall be considered for the purposes of progressive disciplinary action after forty- eight (48) months from the date of the warning or reprimand. If the employer has reason to discipline the employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion.

5.8 Irregular Assignment

Para-Professionals shall perform those duties that are part of their regular assignment, except in unusual or emergency circumstances as determined by the administration. Para-Professionals will be compensated for additional time required in unusual or emergency circumstances if such additional time was authorized by the Para- Professional's supervisor.

5.9 Para-Professional Files

The Para-Professional employee shall have the right to inspect entries in his/her file in the presence of the Assistant Superintendent for Business and Personnel exclusive of confidential references that may have been supplied by a college or university marked "Confidential" are not to be read by the candidate. In the event of a request to review a psychological report, a qualified psychologist must be present for the purpose of interpretation. An employee shall have the right to attach a response to any entry in such file.

5.10 Collection of Money

Money shall not be collected from students for any purpose whatever without the prior consent and/or direction of the Superintendent or his representative.

5.11 Uniforms

Security employees shall wear the prescribed uniform while on duty. The uniform allowance for each security employee shall be in the amount of:

2019-2020	\$325.00
2020-2021	\$325.00
2021-2022	\$350.00

Article VI. Leaves

6.1 Sick Leave

Annual sick leave of up to seventeen (17) days without loss of pay shall be granted to all full time (32.5 hours per week or more) ten-month Para-Professional employees during the school term. Unused days of such annual sick leave shall accumulate for up to a maximum of two hundred-forty (240) days without loss of pay. Sick leave shall, for the purpose of this agreement mean personal illness or serious illness in the Para- Professional's immediate family. The term "immediate family" shall be construed to mean a spouse, parent, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law or legal guardian.

The Union agrees and acknowledges that the Board of Education may exercise all rights granted according to the Illinois School Code (105ILCS 5/24-6) which states: "The school board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a basis for pay during leave after an absence of 3 days for personal illness, or as it may deem necessary in other cases. If the school board does require a physician's certificate or a certificate from a spiritual healer as a basis for pay during leave of less than 3 days, the school board shall pay, from school funds, the expenses incurred by the employee in obtaining the certificate." (105ILCS 5/24-6). A certification from a qualified health care provider, when requested, must be provided within ten (10) business days. In addition, the Board agrees to pay the expenses incurred by the employee in obtaining the certificate for an absence of 3 days or more should the school board make such a request.

Sick leave may be taken in increments of quarter, half or whole days.

6.2 Bereavement Leave

- A. A maximum of five (5) days will be granted upon occurrence of death when the relationship of the deceased to the employee is that of parent, parent-in-law, spouse, child, stepchild, or step- parent.
- B. A maximum of three (3) days will be granted upon the occurrence of death when the relationship of the deceased to the employee is that of a sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, legal guardian, or other near relative who resides in the same household.
- C. The day of the funeral will be granted upon the death of a near relative, not residing in the same household.
- D. Bereavement leave taken in accordance with items A, B, and C shall be taken from sick leave.
- E. Leaves taken for bereavement shall not be subtracted from Personal leave unless more than allowed leave is taken.

6.3 Paid Personal Leave

Three (3) days of approved personal leave for employees are granted with pay in event of an emergency or business of a personal nature which must be taken care of during a work day, except those items of business connected with income producing endeavors or with other employment. Employees will submit their request for personal leave through the district's electronic platform. The three (3) personal leave are to be deducted from sick leave when used. Personal leave will not be granted when it is requested to extend holiday periods except when granted by the Administration for attendance or participation, including necessary travel, at significant family events that are beyond control of the paraprofessional. Such events may include, but not by way of limitation, the wedding, anniversary or graduation of a member of the employee's immediate family. Employees requesting such leave must provide an explanation when submitting electronically.

Decisions by the Administration granting or denying such requests shall not be precedential with respect to other similar requests and shall not be subject to the arbitration step of the grievance procedure found in **Article VIII** of the Agreement.

6.4 Maternity Leave

Maternity leave shall be defined as the period of time before and after the birth of a child, during which the Para-Professional is not reporting for duty. Maternity leave shall not cause loss of position on the salary schedule nor shall the amount of time absent be counted toward advancement on the schedule under the following conditions.

- A. The Para-Professional shall notify the Superintendent in writing as soon as the condition of pregnancy is known to exist. (A medical certificate from the attending physician is required.)
- B. The Para-Professional and the employee's doctor shall determine the length of time the Para-Professional can safely carry out all of the responsibilities of the position and inform the Superintendent promptly.
- C. The Para-Professional shall make written application for maternity leave specifying the date in which the leave will commence and at the same time indicating a return date for employment.
- D. Following the birth of a child, the Para-Professional may return to work as soon as the doctor provides medical authorization to do so.
- E. Sick pay may be used during the period of pregnancy, to the extent it has been accumulated for the period of time that the Para-Professional is unable to work due to a pregnant condition. The Para-Professional's attending physician must certify that the pregnancy prevents the individual from working for a specified length of time. The balance of time in the maternity leave shall be without pay.

F. The Para-Professional may continue fringe benefits during unpaid maternity leave periods by assuming the payment of the premiums.

G. In no case will maternity absence of a Para-Professional be the sole grounds for dismissal.

6.5 Other Leaves

A. Non-Paid Leave

Leaves of absence without compensation may be granted to Para-Professionals for good cause shown. Requests for leaves of absence shall be made to the Superintendent and are subject to the approval of the Board. Written requests for leaves shall set forth information as to the purpose for and length of the leave. Such leaves shall not be used for other employment either as a Para-Professional in another district or otherwise, except as allowed by the Board where such other employment will benefit the Board's educational program. It is understood that a Para-Professional who is granted a leave of absence does not lose seniority so long as the Para-Professional returns at the termination date of such leave. It is further understood that a Para-Professional granted a non-paid leave does not receive a salary increment for the year spent on leave.

B. Court Appearances

1. For a school connected incident, there shall be no loss of salary or leave days.
2. For jury duty, a Para-Professional's salary shall be reduced by the amount of the fee he/she receives for his/her services and there shall be no loss of personal leave.
3. For personal cases, personal leave shall be used.
4. For subpoenaed testimony in court, there shall be no loss of salary unless the Para-Professional is party to the court action.

C. Absence Due to Assault

Absences resulting from injuries due to assault arising from the performance of professional duties shall not be charged against the Para-Professional's normal sick leave.

D. Child Rearing Leave

Para-Professionals shall be allowed child rearing leave in accordance with federal law.

E. Absences

An employee is required to call in and report his/her inability to work at least one hour prior to the start time by first calling the immediate Supervisor's work number and/or sending him/her an e-mail. If the Supervisor is not available, messages should be left on

his/her phone and/or via e-mail. An employee may be subject to discipline and/or discharge from employment upon five (5) working days of No Call/No Show absences.

6.6 Absences Not Covered

In the event of absence not covered by any of the above leave policies, the deduction from the Para-Professional's salary shall be figured at 1/186 of the established salary of the Para-Professional for each day absent.

Article VII. Fringe Benefits

7.1 Insurance Provided by the Board

A. Health Insurance

The Board shall provide health insurance coverage for all full time Para-Professional employees (32.5 hours per week or more) under Blue Cross/Blue Shield Usual and Customary coverage, or Blue Cross/Blue Shield P.P.O. coverage, or an equivalent coverage plan with major medical benefits of no less than \$2,000,000. The choice of the Usual and Customary plan shall rest with the Board of Education. Each eligible employee electing such coverage will contribute to the cost of such coverage through payroll deductions.

Dates and amounts will be updated once they have been established by the District Insurance Committee. The district/union contribution shall will remain the same for the duration of this contract.

B. Life Insurance

All full time Para-Professionals (32.5 hours per week or more) shall be entitled to a term life insurance policy equal to the amount of the Para-Professional's base salary to the nearest one thousand dollars (\$1,000).

C. Personal Property Insurance

The Board of Education shall provide a fund to reimburse employees for damage to personal property while on school premises. The fund shall be limited to \$100 for any one loss per employee and a total of \$5,000 for any fiscal year, with a \$25 deductible per person per occurrence. Exclusions shall include (a) intentional damage, (b) ordinary wear and tear, (c) moth or vermin damage, and (d) personal automobile. The Board of Education reserves the right to purchase a like replacement or to reimburse the employee up to the limits above.

D. Dental Insurance

All full time Para-Professionals (32.5 hours per week or more) shall be entitled to dental insurance as follows (a) an 80% usual and customary coverage on basic preventive care with no deductible, (b) an 80% usual and customary coverage on minor restorative care, (c) an 80% usual and customary coverage on gold restoration, crowns, jackets and prosthetics with a fifty dollar (\$50) deductible of B and C combined per person in each benefit period (maximum one hundred fifty dollars (\$150) per family); and maximum benefit coverage per person each coverage year of one thousand two hundred fifty dollars (\$1,250).

E. Vision Insurance

Effective the first day of the first month following the ratification of this Agreement, all full time Para-Professionals (32.5 hours per week or more) shall be entitled to basic vision service insurance.

F. Worker's Compensation

All employees of the District regardless of part-time or full-time status are covered by Worker's Compensation Insurance. Worker's Compensation benefits are subject to statutory requirements. Wages will not be paid, or sick leave authorized for any day which Worker's Compensation salary benefits are paid. Accumulated sick leave may be used for any days of absence not covered by Worker's Compensation. Regular payroll checks, which reflect use of accumulated sick leave, shall continue until the initiation of Worker's Compensation salary benefits. Any employee injured while on the job must report the incident immediately to the immediate supervisor.

7.2 Grants-In-Aid

A. Summer Fellowships

The Board may award summer fellowships and/or tuition assistance. The Board will yearly determine the amount of money to be spent for same. The order of consideration for awards during the forthcoming fiscal year shall be summer fellowships and tuition assistance. The Board may request a Para-Professional to obtain credit in an area based on the needs of the District. The following guidelines apply to summer fellowships.

1. District204 full time Para-Professional employees who will have two (2) years or more in this District shall be eligible to apply.
2. An application form shall be submitted to the Superintendent which shows the courses to be pursued, the credit to be carried, and the university to be attended.
3. Para-Professional employees seeking summer fellowships shall apply by April 1. Application deadline may be extended by mutual agreement of the Board and Para-Professional Council 204.
4. All applications received by the Superintendent shall be reviewed by a selection committee. The committee shall be chaired by the Assistant Superintendent for Educational Services and shall have a representation of administrators, teachers and Para-Professionals.
5. The amount of the summer fellowship will be based on the number of semester hours taken by the Para-Professional. The fellowship for eight (8) or more semester hours shall be \$300; for seven (7) semester hours, \$250; and for six (6) semester hours, \$200. No fellowship will be awarded to a Para-Professional taking less than six (6) hours.
6. A Para-Professional employee accepting a summer fellowship must agree in writing to

remain employed in the District for one (1) year following the fellowship. The Para-Professional employee shall sign a promissory note for the amount of the award. This fellowship can be obtained any time after the note is signed and registration is certain. The note will be returned to the Para-Professional upon completion of the required year of employment. Failure to complete the one (1) year of employment following the fellowship will cause the Para-Professional employee to return the full amount of the fellowship to the District in a lump sum within thirty (30) days of his dismissal or resignation. In the event that the dismissal is a result of a reduction in staff, this clause is not applicable.

7. A Para-Professional employee accepting a summer fellowship may not engage in gainful employment which interferes with the purpose of the fellowship.
8. Evidence of satisfactory completion of the course work shall be submitted to the Superintendent at the end of the fellowship. Any change in plans, whether changes in course work or inability to utilize the fellowship because of an unforeseen contingency, shall be immediately submitted to the Superintendent in writing.
9. Failure to complete the contracted number of semester hours will cause the Para-Professional to return the full amount of the fellowship to the District either in a lump sum or by payroll deduction no later than January 1 following the fellowship period. A Para-Professional employee accepting a fellowship for seven (7) or eight (8) semester hours who completes only six (6) or seven (7) semester hours will return the full amount of the fellowship unless granted permission by the Superintendent to return only the difference between the amount received and the amount qualified for based upon completed course work.

B. Tuition Assistance

The funds not used for summer fellowships during the year may be used to reimburse Para-Professional employees who wish to take course work during the fall, winter or spring terms. The following guidelines will be utilized for tuition assistance.

1. An application form indicating course to be pursued, credits and university shall be submitted to the Superintendent.
2. Para-Professional employees seeking tuition assistance for the fall term shall apply by July 1, winter term by September 1, and for the spring term by November 1. Application deadlines may be extended by mutual agreement of the Board and Para- Professional Council 204.
3. Preliminary approval shall be made as specified in Section 7.2.A. The Superintendent shall reply within forty-five (45) days of application deadline.
4. Evidence of completion of the course shall be reported to the Superintendent at the end

of the term for which the tuition assistance was granted. If the course is not completed, the amount will be reimbursed by the Para-Professional employee to the District within thirty (30) days.

5. No more than one course may be approved for any term for a Para-Professional employee.
6. The cost of tuition or an amount not to exceed twenty dollars (\$20) per semester hour (\$15 per quarter hour) may be approved.

C. Internal University

If space is available, Para-Professionals shall have access to the Internal University after certified staff has completed their sign-up process.

7.3 Retirement

A. Insurance

Employees retiring from the Joliet Township High Schools and immediately drawing Illinois Municipal Retirement Fund pension benefits will be allowed to enroll in either District provided hospitalization insurance coverage or any available Illinois Municipal Retirement Fund System hospitalization insurance coverage for which they are eligible so long as the insurance companies writing such coverage continue to approve participation by the retirees. The retiree will be responsible for the full amount of the premium applicable to the particular coverage, except that District 204 will contribute:

School year 2019-2020: seventy dollars (\$70.00) per month for single coverage and one hundred thirty dollars (\$130.00) per month for family coverage

School year 2020-2021: seventy dollars (\$70.00) per month for single coverage and one hundred thirty dollars (\$130.00) per month for family coverage

School year 2021-2022: seventy dollars (\$70.00) per month for single coverage and one hundred thirty dollars (\$130.00) per month for family coverage

This payment can be deducted from the amount due District 204 if District provided coverage is selected or paid to the employee if an Illinois State Municipal Retirement System coverage is available and selected. The contribution by District 204 will terminate at Medicare eligibility.

B. Reimbursement for Unused Sick Leave

For the Para-Professional employee who retires from School District 204, and immediately takes Illinois Municipal Retirement Fund pension benefits, the Board of Education will reimburse an accumulation of unused sick days to a total of three hundred forty (340) days at the following per diem rates, if the employee has used the maximum amount towards service credit, depending upon the year of retirement:

2019-2020:	\$45.00 per day
2020-2021	\$45.00 per day
2021-2022	\$50.00 per day

C. One-Time Retirement Incentive

A one-time retirement incentive shall be available to retirees immediately drawing Illinois Municipal Retirement Fund pension benefits who have at least fifteen (15) years of full-time continuous service in District 204. Eligible employees receive one hundred dollars (\$150) per year for each year of full-time service in District 204. It shall be the responsibility of the retiring employee to notify the Superintendent, or designee, in writing prior to April 1 of the year of retirement of his/her intention to retire and receive this incentive.

Article VIII. Grievance Procedure

8.1 Resolution of Personnel Problems

A. Individual Problems

Disputes between the parties shall be first processed on an informal basis whereby the Para-Professional employee involved will first present the problem to the Building Principal. If the problem is still unresolved, it may be informally presented to the Principal or to the Assistant Superintendent for Educational Services by the Building Representative. If the problem is not resolved informally and qualifies as a grievance by definition, it may be formally grieved.

B. Definition of Grievance

A grievance, for the purpose of this agreement, shall be defined as any dispute or difference of opinion between the Board and the Para-Professional Council 204 or between the Board and any of its Para-Professional employees covered by this agreement involving the meaning, interpretation or application of the provisions of this agreement.

8.2 Handling of Grievance

For the purposes of this section, days shall mean calendar days for the initial submission of the grievance. All other references to days in this section shall mean work days.

- A. Any Para-Professional employee who believes he/she has grievance shall present it, in writing, to the Building Principal, with a copy to the Building Representative. Any such grievance shall be presented within fourteen (14) days after the occurrence of the event giving rise to the grievance. A meeting shall then be set to occur within seven (7) days following the presentation of the grievance. Those present at such meeting shall be the aggrieved Para-Professional, the Building Representative, the Building Principal and the Assistant Principal. The Principal's answer shall be given in writing to the aggrieved Para-Professional with a copy to the Building Representative within seven (7) days following said meeting.
- B. If the grievance is not settled satisfactorily as provided above, the written appeal shall be submitted to the Assistant Superintendent for Business and Personnel by Para- Professional Council 204 within seven (7) days after the receipt of the answer in 8.2 A above. A meeting shall be held within ten (10) days, at which the Assistant Superintendent for Business and Personnel, the Principal, the Council President and the aggrieved Para-Professional shall be present. An attempt shall be made normally to resolve the grievance at said meeting, but in any event the Assistant Superintendent for Business and Personnel's answer shall be given to Para-Professional Council 204 within five (5) days.
- C. If the grievance is not settled satisfactorily as provided above, Para-Professional Council 204 may appeal, in writing, to the Superintendent within seven (7) days following the

Assistant Superintendent for Business and Personnel's answer. A meeting shall be held within seven (7) days which the Superintendent, the Principal, the Para-Professional Council 204 President and the aggrieved Para-Professional shall be present. An attempt shall be made normally to resolve the grievance at said meeting, but in any event the Superintendent's answer shall be given to Para-Professional Council 204 within seven (7) days following the next succeeding regular meeting of the Board.

- D. If the grievance is not settled satisfactorily as provided above, Para-Professional Council 204 may appeal, in writing, to the Board within (7) days following the Superintendent's answer. The Board shall hear the matter no later than at its next regular Board meeting and shall render its decision no later than seven (7) days thereafter.
- E. If the matter is not settled satisfactorily as provided above, Para-Professional Council 204 may appeal in writing to the Superintendent within seven (7) days following the Board's answer, requesting that an impartial arbitrator be produced to give his opinion as to the proper interpretation or application of the provision of the Agreement involved. The parties shall meet within ten (10) days thereafter to choose an impartial arbitrator for this purpose. The arbitrator's authority shall be specifically limited to an interpretation of specific provision, or provisions of this Agreement as applied to the facts of the written grievance involved. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. His decision shall be based solely upon the interpretation of the meaning or application of terms of this Agreement to the facts of the grievance presented. The arbitrator's decision shall be binding on the Board and Para- Professional Council 204. The costs of such arbitration shall be borne equally by the Board and by Para-Professional Council 204.
- F. It is understood that, with the written agreement of both parties, the time limits specified in this Grievance Procedure may be extended or waived.
- G. A grievance must be filed and appealed within the time limits set forth above or it shall be considered waived (if not filed in time) or settled on the basis of the last answer given (if not appealed in time).
- H. The expense of arbitration, including the arbitrator's fees and the costs of the transcripts, if any, shall be shared equally by the parties. The expenses of each party's presentation to the arbitrator shall be borne by the party involved.
- I. Participation in a grievance procedure shall not be cause for reprisal against a Para-Professional employee.

Article IX. Salary

9.1 Placement and Advancement on the Salary Schedule

A. At the time of initial employment of Para-Professional employees, credit may be given for a maximum of three (3) years of acceptable related experience. Exception to this credit may be made upon special recommendation of the Superintendent subject to the approval of the Board.

B. Verification of Records

All acceptable related experience and college level course work shall be verified through records, transcripts and letters from former employers. These documents shall be placed on file in the office of the Assistant Superintendent for Business and Personnel.

C. Other Placement and Advancement Conditions

To affect placement on the salary schedule, all college credits must be filed in the office of the Assistant Superintendent for Business and Personnel on or before the Wednesday prior to the September meeting of the Board.

9.2 Employment for Additional Hours

Days worked beyond one hundred and seventy-six (176) shall be compensated at the rate of 1/186 for each day worked. Hours worked beyond 32.5 hours per week shall be compensated at the rate of 1/186 divided by 6.5 for each additional hour worked beyond 32.5 hours, except that all hours worked beyond forty 40 hours per week will be compensated at 1 ½ times the regular rate. Callback after a regular shift shall be paid a minimum of two (2) hours even if the event is cancelled. Employees may choose to stay less than two (2) hours but will only be compensated for time on site. In addition, all hours assigned for Saturday shall be paid at 1 ½ times the regular rate. Sundays and the following holidays shall be paid at double the regular rate: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day After Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday or President's Day (one of the two), Pulaski Day, and Memorial Day.

Ten (10) of the above holidays are paid at the hourly rate for all employees. The ten (10) holidays are established each year by the Administration and Union during the creation of the school calendar.

9.3 Overtime for Security Personnel

Each campus shall maintain a voluntary security employee overtime list compiled based upon District Seniority. In addition, each campus will maintain a second voluntary overtime list of other pre-qualified Para-Professional employees. Pre-qualification will be as determined by District, including but not limited to, proper use of radios and

knowledge of emergency procedures in crisis situations. Overtime assignments shall be made on a rotating basis as set forth below.

Should it become necessary to cancel an accepted overtime assignment, the Para-Professional is responsible for providing notification by telephone, in sequence, to the following individuals: overtime scheduler, security supervisor, sponsor or building administrator and the police liaison. Trading overtime assignments is not allowed.

All Employees will be given specific guidelines and/or training in regard to the roles and responsibilities for all overtime positions prior to working the overtime shifts. Failure to provide notification as provided above or not fulfilling the expected roles and responsibilities of the overtime positions (turns down the duty three (3) times after accepting it) shall result in the following disciplinary action:

First offense	No Overtime for ten (10) school days following the offense.
Second offense	No Overtime for twenty (20) school days following the offense.
Third offense	No Overtime for the remainder of the semester or for thirty (30) school days following the offense, whichever is greater (not to carry over from one school year to the next).

Prior to any disciplinary action occurring, the Employee may request a meeting which shall include the Union President and the Assistant Principal

A. Anticipated/Known Overtime Assignments

In any case where the District anticipated in advance or knows that an overtime assignment is forthcoming it shall be offered to employees in the following order: (1) security personnel on the employee overtime list for the campus where the assignment exists; (2) a pre-qualified Para-Professional on the employee overtime list for the campus where the assignment actually exists; (3) to security personnel on the employee overtime list for the campus where the assignment does not exist; and (4) to a pre-qualified Paraprofessional on the employee overtime list for the campus where the overtime assignment does not exist. If this process does not yield a volunteer to fulfill the overtime assignment, the District reserves the right to assign an employee to fulfill the assignment. Any employee involuntarily assigned to work the overtime assignment shall maintain their spot on the rotating list as if they had not received the assignment. Employees who voluntarily accept an overtime opportunity will rotate to the bottom of their respective overtime list. Any employee who refuses an overtime assignment or cancels after accepting an overtime assignment shall have their name moved on the rotating list as if they received the overtime assignment.

B. Unanticipated or Unknown Overtime Assignments

In any case where the District is unable to anticipate an overtime assignment due to circumstances including, but not limited to, unexpected events or employee cancellations, the overtime assignment shall be offered in the same manner as in 9.3.A, except as provided herein. An unanticipated or unknown overtime assignment shall mean an event requiring overtime for which the District has less than seven (7) calendar days' notice, or

an anticipated overtime assignment which has no volunteer within five (5) calendar days before the event. The District will not wait for a response from each employee called for an unanticipated or unknown overtime assignment. The District will skip employees who do not immediately respond to the overtime assignment request. If the District does not receive a volunteer to fulfill the overtime assignment, it reserves the right to assign an employee to fulfill the assignment. Any employee involuntarily assigned to work the overtime assignment shall maintain their spot on the rotating list as if they had not received the assignment. Employees who voluntarily accept an overtime opportunity will rotate to the bottom of their respective overtime list. Any employee who refuses an overtime assignment or cancels after accepting an overtime assignment shall have their name moved on the rotating list as if they received the overtime assignment.

9.4 Exclusion of Overtime Hours

Where an employee does not work and receives sick leave, vacation, personal, compensatory time, union leave, or other leave time, this time shall not count in calculating the employee's work hours for the purpose of paying overtime; however, holiday pay and jury duty time shall count in said calculation.

9.5 Shift Differential

Any employee with a regular assignment of two (2) hours or more before and/or after established hours shall be paid a shift differential as follows:

Thirty (30) cents per hour for duration of the contract.

9.6 Pay Periods

Salary shall be paid to Para-Professional employees on a twenty-one (21) or twenty-six (26) pay period basis, whichever the Para-Professional chooses in writing.

9.7 Union Dues

Upon receipt of a lawfully executed, written authorization from a Para-Professional, the Board agrees to deduct Para-Professional Council 204 dues in regular installments for the term of the Agreement or until such authorization is revoked, either in accordance with its terms or by the employee in writing. Such deductions shall be remitted promptly to the official designated in writing by Para-Professional Council 204 to receive such deductions. Para-Professional Council 204 agrees to refund to the Board or the Para- Professional any dues which may have been erroneously deducted or remitted to Para- Professional Council 204.

Article X. Salary Schedules

Joliet Township High School #204 Para-Professional Salary Schedules

Schedule B- 0-59 college credit hours

Schedule D- 60+ college credit hours

2019-2020

Step	B	D
1	\$14.55	\$15.61
2	\$14.88	\$15.96
3	\$15.22	\$16.32
4	\$15.56	\$16.69
5	\$15.91	\$17.06
6	\$16.27	\$17.45
7	\$16.63	\$17.84
8	\$17.01	\$18.24
9	\$17.39	\$18.65
10	\$17.78	\$19.07
11	\$18.18	\$19.50
12	\$18.59	\$19.94
13	\$19.01	\$20.39
14	\$19.44	\$20.85
15	\$19.87	\$21.32
16	\$20.32	\$21.80
17	\$20.78	\$22.29
18	\$21.25	\$22.79
19	\$21.72	\$23.30
20	\$22.21	\$23.82
21	\$22.71	\$24.36
22	\$23.22	\$24.91
23	\$23.75	\$25.47
24	\$24.28	\$26.04
25	\$24.83	\$26.63
26	\$25.39	\$27.23
27	\$25.96	\$27.84
28	\$26.54	\$28.47
29	\$27.14	\$29.11
30	\$27.75	\$29.76

2020-2021

Step	B	D
1	\$14.66	\$15.73
2	\$14.99	\$16.08
3	\$15.33	\$16.44
4	\$15.68	\$16.81
5	\$16.03	\$17.19
6	\$16.39	\$17.58
7	\$16.76	\$17.97
8	\$17.14	\$18.38
9	\$17.52	\$18.79
10	\$17.91	\$19.21
11	\$18.32	\$19.65
12	\$18.73	\$20.09
13	\$19.15	\$20.54
14	\$19.58	\$21.00
15	\$20.02	\$21.48
16	\$20.47	\$21.96
17	\$20.93	\$22.45
18	\$21.41	\$22.96
19	\$21.89	\$23.48
20	\$22.38	\$24.00
21	\$22.88	\$24.54
22	\$23.40	\$25.10
23	\$23.92	\$25.66
24	\$24.46	\$26.24
25	\$25.01	\$26.83
26	\$25.58	\$27.43
27	\$26.15	\$28.05
28	\$26.74	\$28.68
29	\$27.34	\$29.33
30	\$27.96	\$29.99

2021-2022

Step	B	D
1	\$14.77	\$15.85
2	\$15.11	\$16.20
3	\$15.45	\$16.57
4	\$15.79	\$16.94
5	\$16.15	\$17.32
6	\$16.51	\$17.71
7	\$16.88	\$18.11
8	\$17.26	\$18.52
9	\$17.65	\$18.93
10	\$18.05	\$19.36
11	\$18.46	\$19.79
12	\$18.87	\$20.24
13	\$19.30	\$20.70
14	\$19.73	\$21.16
15	\$20.17	\$21.64
16	\$20.63	\$22.12
17	\$21.09	\$22.62
18	\$21.57	\$23.13
19	\$22.05	\$23.65
20	\$22.55	\$24.18
21	\$23.05	\$24.73
22	\$23.57	\$25.28
23	\$24.10	\$25.85
24	\$24.65	\$26.43
25	\$25.20	\$27.03
26	\$25.77	\$27.64
27	\$26.35	\$28.26
28	\$26.94	\$28.90
29	\$27.55	\$29.55
30	\$28.17	\$30.21

Any member off schedule will receive a 3% increase for each year of the contract

To calculate yearly salary, multiply hourly rate by hours worked per year.

Hours per day	Hours per year
6.5	1209
6.75	1255.5
7.00	1302
7.50	1395
8.00	1488

PARA - PROFESSIONAL COUNCIL 204 REPRESENTATIVES

Ms. Vicki Goebel, Local 604 Field Service Director
Chief Negotiator

Mr. Joe Luckey
President, Council 204

Ms. Stephanie Thomas
Negotiator

Ms. LaMellis McCormick
Negotiator

Ms. Sarah McLaurin
Negotiator

BOARD OF EDUCATION NEGOTIATORS

Dr. Ilandus Hampton, Assistant Superintendent for Business Services
Chief Negotiator

Ms. Maureen Pulaski, Academy Coordinator, Central Campus
Negotiator

Chris Olson, Director of Human Resources
Negotiator

In the witness whereof, the parties hereto set their hand this 22nd day of May 2019:

For the Employer:
Joliet Township High School 204

For the Union:
AFT – Local 604, IFT/AFT

Dr. Ilandus Hampton
Assistant Superintendent

Joe Luckey
President Local 604