



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ADLAI E. STEVENSON HIGH SCHOOL DISTRICT 125
BOARD OF EDUCATION

AND

THE ADLAI E. STEVENSON SUPPORT STAFF ASSOCIATION, IEA-NEA

2017-18, 2018-19, 2019-20, 2020-21, 2021-22

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PREAMBLE

A shared vision of the Stevenson High School Support Staff Association and the Board of Education is to ensure that the school becomes an exemplary learning community. The Association and the Board seek to create an environment where success for every student is the primary mission of the organization. The Association and the Board will seek to achieve the mission of the District through active collaboration. Building an exemplary learning community depends upon the people in the organization. Therefore, the Board and the Association are committed to recruiting, developing and retaining individuals with exceptional expertise in their respective fields and a passionate commitment to the school as a professional learning community.

The following values guide the Association and Board's pursuit of this shared vision:

- We share responsibility for common goals
- We collaborate to build positive working relationships
- We support each other as team members
- We communicate with each other and ensure that all voices are heard
- We recognize and value each other's strengths
- We work to develop an environment that promotes trust

In order to implement these beliefs, we embrace the concept of ongoing dialogue. Recognizing the importance of communication in maintaining positive working relationships, the Association, the Assistant Superintendent for Business (or designee) and the Director of Human Resources shall meet as needed to discuss mutual concerns and to verify evidence of action toward these shared values.

1. Article 1 - Recognitions and Definitions

1.1. Recognition

The Board of Education of Adlai E. Stevenson High School District 125, Lake County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Stevenson Support Staff Association, IEA-NEA. (Hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regularly employed employees in non-faculty positions; but specifically excluding all other licensed employees, the Superintendent's Administrative Assistant, the Business Office staff, the Human Resource Office staff, Principal's Administrative Assistant, P.R.E.P. Employees, P.A.C. Employees, the S.E.L. Coordinator, Intramural employees, students, and all other supervisory, managerial, confidential, or short-term employees as defined by Section 2 of the Illinois Educational Labor Relations Act.

1.2. Definitions

1.2.1. Employee: The "employee" or "Association Member" may include an employee or a group of employees who are similarly affected by this Agreement. For purposes of this Agreement, Association employees shall be defined as follows:

1.2.1.1. All employees represented by the Association.

1.2.1.2. Full-Time Calendar Year: Regularly employed at least seven and one half (7.5) or more hours a day and thirty-seven and one-half (37.5) hours per week for a twelve (12) month work year.

1.2.1.3. Full-Time School Year: Regularly employed at least seven and one half (7.5) or more hours a day and thirty-seven and one-half (37.5) hours per week for each month of scheduled student attendance but less than a twelve (12) month work year.

1.2.1.4. Part-Time Calendar Year: Regularly employed at least three (3) hours but less than seven and one-half (7.5) hours per day and at least fifteen (15) hours but less than thirty-seven and one-half (37.5) hours per week for a twelve (12) month work year.

1.2.1.5. Part-Time School Year: Regularly employed at least three (3) hours but less than seven and one-half (7.5) hours per day and at least fifteen (15) hours but less than thirty-seven and one-half (37.5) hours per week for each month of scheduled student attendance, but less than a twelve (12) month work year.

1.2.2. Days: The term "days" shall mean days on which the District Office is open, except where otherwise indicated.

1.2.3. Superintendent: The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

1.2.4. Employer: The term "Employer" or "Board" shall indicate the Board of Education of Adlai E. Stevenson High School District 125 or its administrative designee.

1.2.5. Association: The term "Association" shall indicate the Stevenson Support Staff Association, IEA-NEA.

2. Article 2 - Probationary Period

All employees hired on or after July 1, 2017 shall have a six (6)-month probationary period. This probationary period is designed to provide new employees time to orient to the position and responsibilities and the District time to determine whether the employee demonstrates the skills and abilities to perform his/her assigned duties in accordance with the District's performance standards. At the discretion of the Director of Human Resources and upon collaboration with the supervisor, the probationary period may be extended an additional six (6) months. A probationary employee may be dismissed at any time during the probationary period.

3. Article 3 - Association and Employee Rights

3.1. Access to Information

The Board agenda, approved Board minutes (excluding Executive Session minutes that are deemed confidential until released by Board action), and the District budget and financial report shall be posted on the District's website and shall be available to the Association.

3.2. Association Views - Student Presence

The Association's view on matters relating to the supervisor-employee or Board-employee relationships shall not be discussed in the presence of students.

3.3. New Employee Information

Names, addresses, starting wages, and job classifications of newly-hired employees shall be provided to the Association within fourteen (14) days after the date they begin work.

3.4. Association - Administrative Meeting

Meetings between the Superintendent or his/her designee and President of the Association shall be held at the request of either party. The requesting party shall present an agenda in advance of the meeting. These shall not exceed one (1) per calendar quarter unless mutually agreed upon.

3.5. Payroll Deductions for Dues

3.5.1. Dues Deductions

The Board agrees to deduct from each employee's pay the dues of the Association provided that the employee has previously executed an authorization for such deduction or has not revoked such authorization,

and provided further that such deductions shall not vary in amount from paycheck to paycheck during any single school year. The Association agrees to hold harmless from any claims the Board of Education of District #125, its employees, and/or agents from any errors or omission or commission in deducting or transmitting monies to the Association. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability, which may arise as a result of any type of willful misconduct by the Board, or the Board's negligent execution of the obligations imposed upon it by this Section.

3.5.2. Fair Share

Each Association member, as a condition of employment, within thirty (30) days of employment, shall join the Association or pay a fee to the Association for services rendered as per Section XI of the IELRA. If such fee is not paid within the above-mentioned time, said fee shall be deducted from the unit member's wage as per the "dues deduction" procedure listed above.

3.5.3. Procedures for Dues Authorization

Proper authorization for membership payroll deductions shall be the signature of the employee on an authorized form prepared by the Association and submitted to the Superintendent or his/her designee. If provided by the authorization form, such authorization shall remain effective from year to year unless, the employee cancels such authorization by notice in writing to the Superintendent and the Association.

3.5.4. Payment to the Association

Authorization submitted to the Superintendent or his/her designee by the first of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay period and remitted to the Association within ten (10) working days following each pay period.

3.6. Distribution of Contract

Within thirty (30) days after the Agreement is signed, a digital copy of this Agreement shall be posted on the District's internal Human Resources website.

3.7. Rules and Regulations

Copies of building policies, regulations, and rules - as well as changes in existing building policies, regulations, and rules -- shall be posted on the District's internal Human Resources website on a timely basis.

3.8. Association Use of District Facilities and Equipment

The Employer will allow the Association to use District facilities for committee, general, or building meetings during non-duty time if such meetings do not

interfere with District activities. The Association may post notices on the bulletin board in the employee lounge(s), use staff mailboxes to distribute Association materials, and permit the use of school telephones and email to conduct Association business subject to charges for the cost of the calls.

3.9. Business by Association Representative

Representatives of the Association shall be permitted to transact Association business on school property provided that they make their presence known to the proper official upon entering the building and provided further that any Association meetings be conducted during duty-free time periods.

3.10. Employee Notification of Assignment

An employee shall be given written notice of his/her assignment for the forthcoming year no later than June 1st. Any changes to said assignment occurring after June 1 shall be provided to the employee in writing.

3.11. Association Leave

The Association will be granted up to three (3) days per year to allow representatives of the Association to engage in activities directly tied to initiatives of the state and local affiliates of the Illinois Education Association, or affiliates of the National Education Association.

The schedule for use of Association leave shall be arranged by the employee with his/her immediate supervisor at least one week prior to the proposed leave. Association leave shall be approved by the immediate supervisor and the Assistant Superintendent for Business.

3.12. Association Representation & Discipline

The Employer shall inform an employee of the right to Association representation during a meeting which may lead to disciplinary action. This right shall not extend to meetings that are part of the evaluation procedure.

The Employer maintains an inherent managerial right and responsibility to investigate concerns regarding potential employee disobedience and misconduct. employees shall not be subject to suspension without pay or discharge for discipline without just cause.

4. Article 4 - Work Year, Holidays, Vacations

4.1. Work Day/Work Week

The normal work week for all full-time employees covered by this Agreement shall be at least thirty-seven and one-half (37½) hours a week, including at least one (1) fifteen (15) minute paid break every four (4) hours and a non-paid, duty-free lunch period of no less than thirty (30) minutes except as unusual or extraordinary circumstances would preclude. With approval from the employee's supervisor, break/s and lunch may be combined. Employees may leave the campus during lunch periods and breaks. Part-time employees who

work six (6) consecutive hours shall receive one (1) thirty (30) minute non-paid, duty-free lunch and one (1) fifteen (15) minute paid break. Part-time employees who work at least four (4) consecutive hours will receive one (1) fifteen (15) minute paid break.

4.2. Vacation Days

Each calendar year employee shall be entitled to an annual vacation with pay on the following basis pro-rated according to their assignment:

One (1) year through five (5) years	Ten (10) workdays
Six (6) years through ten (10) years	Fifteen (15) workdays
Eleven (11) or more years	Twenty (20) workdays

4.2.1. An employee's annual allotment of days shall be available for his/her use on July 1 of the fiscal year. Vacation days may be utilized with supervisor permission.

Vacation days can be used in increments of one (1) hour or more.

Per Illinois state statute, if an employee separates from employment for any reason prior to June 30 and has used any anticipated but un-earned days, he/she shall be responsible for reimbursing the District at his/her per diem rate for that time. [i.e. An employee is granted 10 vacation days on July 1. The employee uses all 10 vacation days in August and September. The employee resigns effective January 1. The employee had worked 6 of 12 months so 6/12ths of his vacation day were earned. He would owe the District reimbursement for five (5) days – 6/12ths of his annual allotment.] This reimbursement shall be deducted from the employee's final paycheck/s. In the event that the final paycheck/s do not cover the amount of the reimbursement, the employee shall pay the District the remaining amount owed.

4.2.2. Vacation shall not be earned for overtime work or for other regularly assigned days of employment actually worked (i.e., no day of paid or unpaid leaves of absence).

4.2.3. Earned vacation time shall not accumulate for more than fourteen (14) calendar months. The Superintendent or designee may waive such deadline for good cause shown by the employee and any such waiver shall not set precedence.

4.2.4. Employees shall not take vacation during the first five (5) or last five (5) days of the school term unless approved by the employee's immediate supervisor and the Superintendent or designee for good cause shown.

4.3. Paid Holidays

The following shall be considered paid holidays for full-time calendar year employees when students are not in session:

Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day, Lincoln's Day or President's Day, Pulaski Day, Memorial Day, Independence Day, Christmas Day, and New Year's Day.

4.3.1. If Christmas Day, New Year's Day or Independence Day falls on a Saturday or Sunday, they will be observed as a holiday on either the preceding Friday or following Monday. The workday for full-time calendar year employees on Christmas Eve and New Year's Eve will end at noon (12:00 pm).

4.3.2. All full-time calendar year employees will be given one (1) "floating" holiday pro-rated according to their assignment, which may be taken on any day subject to the advanced approval of their supervisor. A Support Staff member who wishes to observe Rosh Hashanah, Yom Kippur or Good Friday may use: 1) the "floating" holiday or 2) a personal day or 3) vacation, if applicable. .

4.3.3. All full-time school year employees shall be paid for all legal holidays during the time school is in session (excluding summer school). Lincoln's or Presidents' Day and Veteran's Day will be paid holidays only if they fall on a Monday through Friday when students are not in session. If a full-time school year employee works five (5) consecutive workdays before and after Independence Day, he/she shall be paid for Independence Day (only applies to 8 hour/day employees).

4.3.4. Any employee who is absent the day preceding or following a legal school holiday will not be paid for the holiday, unless his/her absence is approved by the immediate supervisor and Assistant Superintendent for Business.

4.4. School Closing

When the Superintendent officially closes the school and district office, no leave days previously arranged by an employee will be deducted for such emergency days. All full-time calendar year employees should report to work, unless the employee deems the situation to pose a significant threat to his/her personal safety, then the employee may choose to exercise vacation, floating holiday, or personal time. All full-time school year employees and part-time school year employees will be rescheduled as school is rescheduled. If the employee is directed to report for work he/she shall be paid at the regular rate for hours worked. All full-time calendar year employees who are directed not to report to work by the Superintendent or designee, shall be paid at their regular rate of pay.

4.5. Overtime

All work over and above forty (40) hours per week shall be compensated at the rate of one-and-one-half (1-1/2) times the employee's normal rate of pay. For the purpose of calculating overtime, the District's work week shall be defined as Sunday to Saturday. Holidays, sick-days, and personal days are not counted as work time towards overtime calculations. Overtime records shall be submitted within ten (10) business days of the time it was worked.

5. **Article 5 - Leaves**

5.1. Sick Leave

5.1.1. A calendar year employee shall be credited with thirteen (13) days of sick leave per year pro-rated according to their assignment. After completing two (2) consecutive fiscal years of employment, he/she will be credited with sixteen (16) days of sick leave per year pro-rated according to their assignment.

5.1.2. A school year employee shall be credited with eleven (11) days of sick leave per year. After completing two (2) consecutive fiscal years of employment, he/she will be credited with thirteen (13) days of sick leave per year.

5.1.3. The District may require a certificate from a physician for an absence of three (3) days for personal illness or the illness of a member of the employee's immediate family or household, as defined by law.

5.1.4. Sick leave shall mean personal illness, quarantine at home, serious illness or death in the immediate family or household, birth, adoption, or placement for adoption, as defined by law. Special consideration will be given for bereavement of individuals, other than immediate family members, as long as it does not negatively affect the District operation.

5.1.5. The employee shall notify his/her immediate supervisor of absence due to illness via the system designated by Human Resources (i.e. Aesop) and in the manner designated by the supervisor (i.e. call, text message, email, etc.).

5.1.6. Sick leave can be used in increments of one (1) hour or more.

5.2. Personal Leave

All Full-time and part-time calendar and school year employees shall receive two (2) days of personal leave per year pro-rated according to their assignment. The pro-rated personal leave days will be accumulated to a total of four (4). Personal leave days in excess of four (4) will be rolled over into sick day accumulation. Personal leave of more than two (2) consecutive days will require the submission of a written explanation to the immediate supervisor and the Director of Human Resources for their approval.

5.2.1. Use of Personal Leave

Personal leave shall be used for personal matters. The first five (5) and last five (5) days of the school term and the day immediately preceding or following a legal holiday, vacation, or school recess shall not be available for personal leave except non-student attendance school calendar days or, in the case of emergency, or other non-discretionary extenuating circumstances approved by the immediate supervisor and the Director of Human Resources. Personal leave may be used in increments of one (1) hour or more.

The employee shall notify his/her immediate Supervisor of his/her personal leave absence via the system designated by Human Resources (i.e. Aesop) and in the manner designated by the Supervisor (i.e. call, text message, email, etc.).

5.3. Religious Leave

Employee shall be eligible for up to two (2) days of religious leave annually. For each of these days of religious leave, one (1) day will be deducted from the employee's accumulated sick leave. If the employee has insufficient accumulated sick leave available, the religious leave shall be on an unpaid basis. Available personal business leave may be used for additional religious leave days or such leave shall be unpaid. Religious leave shall be used in one (1)-hour increments.

Religious leave should be requested via the method designated by the Human Resources Office (i.e. Aesop) at least the day before such leave is to take place.

5.4. Family and Medical Leave Act (FMLA)

The Board and Association agree to comply with the provisions of the Family and Medical Leave Act (FMLA), and in all cases, federal law supersedes contractual language.

5.4.1. Eligibility: the employee must have been employed for at least twelve (12) months and have worked at least 1,250 hours in the previous twelve (12) month period preceding the request for leave.

5.4.2. Availability: FMLA leave shall be limited to a total of sixty (60) days in a twelve (12)-month period. FMLA leave shall be available to an employee for the following purposes:

5.4.2.6. Birth/adoption of a child (See Section 5.5: Parental Leave)

5.4.2.7. The employee's own serious medical condition

5.4.2.8. The serious medical condition of a family member's spouse, parent, child, or domestic partner.

5.4.3. Usage: employees are permitted to utilize accumulated sick leave, personal leave, or vacation days during an FLMA leave. FMLA leaves may be concurrent or intermittent, as allowed by federal law.

5.4.4. Benefits: An employee on a Board-approved FMLA leave shall continue to be covered by the District's group health, dental, life, and disability insurance plans as elected by the employee. With the consent of the insurance carrier, the employee may maintain health insurance benefits during the FMLA leave by making timely payments of all premiums, which may be due to the District's Business Office, or elsewhere as directed by the Administration. Benefits other than the group health insurance coverage (e.g. sick leave, personal leave, seniority) will not continue to accrue during FMLA leave. No employee who takes a leave under this provision will lose any employment benefit that accrued before the date the leave began. A Family and Medical Leave shall not be considered a break in service.

5.4.5. For a School-Year employee working a 10-month calendar, if the FMLA leave starts or continues on the first day of the new school year, the employee shall receive his/her annual allotment of sick, personal, etc. days when he/she returns to work.

5.4.6. Application Procedures: employees wishing to apply for an FMLA leave should contact the Human Resources Office. The employee shall provide the District with certification from the employee's health care provider which includes, at minimum, the reason for the FMLA leave (medical diagnosis) and the expected duration of the FMLA leave. The Board may require the employee to obtain, at the Board's expense, a second opinion by a health care provider selected by the Board. If this opinion differs from the employee's health care provider's opinion, the Board may require the employee to obtain certification from a third health care provider at the Board's expense. The Board may also require periodic reports on the employee's status and intent to return to work.

5.4.7. Return to Work: The employee shall provide a "return to work" certification from his/her healthcare provider allowing the employee to resume his/her regular duties with or without reasonable accommodation.

5.4.8. An employee shall be reinstated to his/her previous position, if it is available. If the previous position is not available, he/she shall be reinstated to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

5.4.9. Employees who do not return to work following the expiration of an FLMA leave shall reimburse the Board for any group health plan benefits and any non-health insurance premiums paid by the Board during the employee's FMLA leave.

5.4.10. Grievances: The Board and Association agree that an arbitrator has no authority to interpret FMLA rules and regulations.

5.5. Parental Leave

An employee delivering a child, adopting a child, or who is the non-birth parent of a child (spouse or domestic partner of the mother) may request to exercise leave as per provisions of the Illinois School Code and Federal Family and Medical Leave Act (if applicable, see Section 5.4).

The employee may utilize up to sixty (60) days of accrued sick leave, should he/she have adequate sick leave days accrued, immediately following the birth or adoption of the child. In the event that the employee does not have adequate sick leave days accrued, the balance of his/her leave shall be unpaid to a maximum total of 60 days of FMLA leave for a total of 60 days of leave. During the 60-day FMLA leave, the District shall continue to pay its portion of the employee's flex benefits.

The request for parental leave shall be made via the District-determined process (i.e. SchoolStream form) and shall be accompanied by certification of the pregnancy and due date, or adoption date, by a physician. Said request shall be made at least 120 calendar days prior to the leave.

5.6. Non-Paid Leave of Absence (including unpaid Child Rearing Leave)

The Board may, in its discretion, grant employees upon written request unpaid leaves of absence to a maximum of one (1) year in duration. An employee may request an extension of an approved leave of absence. Requests shall include the reason for leave and specify the beginning and ending dates of the leave. The Board shall determine the length and terms of the leave, including any deadline for notification of return from leave. Employees shall be entitled to continue health insurance benefits at their own expense during the term of any approved leave. Employees on leave shall notify the Superintendent in writing, by March 1, of their intention to return to employment. Employees shall not accrue additional seniority during the leave but shall retain all previously accumulated seniority upon return from leave.

While the use of unpaid personal leave is discouraged, occasionally instances necessitating it may arise. Employees wishing to request unpaid days off for personal leave in excess of their annual allotment may do so through the Director of Human Resources. Approved days shall be deducted from the employee's paycheck at their per diem rate or portion thereof.

6. Article 6 - Employee Evaluation

6.1. Purpose of Evaluations

The primary purpose of employee evaluation shall be the improvement of the employee's job performance. The evaluation process provides the supervisor and the employee the opportunity to discuss and assess the employee's accomplishments over the evaluation cycle and to plan for the employees continued professional growth. The Association acknowledges that the Board has the inherent managerial right to establish performance standards to evaluate

employee performance and to determine whether employees shall be retained or dismissed based upon such evaluations.

6.2. Notification of Evaluation Process

The District shall provide information on the evaluation process within the first six weeks of each school year.

6.3. Frequency

All employees shall receive a formal evaluation annually. Employees shall be given feedback regarding concerns about job performance, regardless of the evaluation cycle. If applicable, feedback shall include recommendations for improvement with a follow-up conference.

Employees may request a meeting with his/her supervisor at any time to request in writing a follow-up meeting to discuss feedback and recommendations for improvement.

6.4. Annual Evaluation Process

6.4.1. Pre-Evaluation Conference

Each evaluation cycle shall be initiated by a pre-evaluation conference, between the Supervisor and the employee to be evaluated that shall include a collaborative review of the expectations of both parties and the district evaluation form.

6.4.2. Feedback

If, at any point during the evaluation cycle, the supervisor has concerns regarding areas of deficient performance which may lead to a below expectation rating in any of the three component areas of the evaluation, the supervisor and employee shall identify areas in which the employee is required to improve.

6.4.3. Evaluation Conference and Assessment

The employee and the Supervisor shall mutually agree to a date and time for an evaluation conference in which to discuss the evaluation of employee performance. The evaluation will be written and a copy given to the employee by May 1 of each year. The conference shall be a collaborative review of the employee's performance.

6.4.4. Summative Evaluation

6.4.4.9. Support staff will be evaluated by applying a standard-based approach to the three components within the evaluation tool. The components of the evaluation tool are productivity, teamwork and professionalism.

6.4.4.10. The evaluation tool has three tiers: "Highly Effective", "Effective", and "Below Expectations".

6.5. Changes to Evaluation Process and Implementation

Prior to any substantive changes in the evaluation process or document, collaborative discussion with the Association and Administration will take place.

6.6. Employee's Right to Respond

The employee may include a statement in response to the evaluation in the evaluation system (i.e. MyLearningPlan/OASYS). Responses must be made within ten (10) business days and should be also sent to the Supervisor and the Director of Human Resources.

6.6.1. Appeal of Evaluation

An employee may request a review of his/her evaluation component of the annual wage increase by the Superintendent or designee prior to the final determination of the annual wage increase.

6.7. Exclusions

The content of an employee's evaluation, including performance ratings, shall not be subject to the grievance arbitration procedure set forth in Section 14.3 of this agreement.

6.8. Reporting

Annually, the Association President shall receive a report indicating the percentage of support staff receiving on the annual evaluation:

- Three "Highly Effective" ratings,
- Two "Highly Effective" ratings and one "Effective" rating,
- One "Highly Effective" rating and two "Effective" ratings,
- Three "Effective" ratings, and
- Any "Below Expectations" ratings.

7. Article 7 - Personnel File

7.1. Single Official File

Only one official personnel file shall be maintained. An employee's name will be placed as a "copy to" on any item which is placed in his/her file. The Employer is responsible for providing the employee with a copy of the item.

7.2. Right to Respond to Materials

Employees will be permitted to have dissenting or explanatory material attached to any document on file within ten (10) calendar days of receipt of the material.

7.3. Right to Examine File

Within one business day of request, an employee may examine the information contained in his/her personnel file. The review of an employee's personnel file must be conducted in the presence of the Director of Human Resources or his/her designee. A representative selected by the employee may also be present. An employee may receive a copy of all non-confidential materials in his/her personnel file as per compliance with the Illinois Personnel Records Review Act.

8. **Article 8 - Job Description and Classification**

8.1. Job Descriptions

Official job descriptions for each position shall be maintained at the District office and shall be available for inspection by the Association upon request. Copies of all job descriptions and revisions thereto shall be given to the Association President or designee.

The descriptions shall be distributed to all current employees and to all new employees when hired by the District. The descriptions will include at a minimum:

- Job title and description
- Minimum requirements
- A statement of required tasks and responsibilities

A written job description for a newly created or modified position shall be given to the Association President or designee no later than thirty (30) days after such position is filled or changed. The Association will provide input to the District for reviewing and updating existing job descriptions when inconsistencies arise.

8.2. Job Classification

If an employee believes that he/she has been misclassified or that his/her job responsibilities have changed significantly, the Association President will request a review by the Director of Human Resources. Sufficient documentation must be presented to initiate a review. The final decision will be presented by the Director of Human Resources to the employee within thirty (30) working days. Said decision is final, not reviewable, and not subject to grievance by the Association or the employee.

9. **Article 9 - Seniority**

9.1. Definition

Seniority shall be defined as the length of consecutive years of service with the District. Accumulation of seniority shall begin from the employee's first working day in a position covered by the Collective Bargaining Agreement (i.e substitute work shall not be counted). In the event that more than one (1) individual

employee has the same starting date of work, position on the seniority list shall be determined by blind lottery supervised by a representative of the Association and a district representative. The seniority list is determined by job classification within a category.

9.2. Classifications and Categories

The following shall be the job classifications and categories into which positions and employees shall be placed for the purpose of the creation of the Seniority List:

- I. Office Support Positions**
 - a. Assistant Principal's Assistant
 - b. Attendance Specialist
 - c. Bookkeeper
 - d. Bookstore Specialist
 - e. Director's Assistant
 - f. Division Assistant
 - g. Mailroom Clerk
 - h. Receptionist
 - i. Registrar
 - j. Substitute Coordinator
 - k. Testing Center Coordinator

- II. Operations Positions**
 - a. Aquatics Specialist
 - b. Bus Driver
 - c. Camera Room Specialist
 - d. Equipment Coordinator
 - e. Lab Coordinator
 - f. Locker Room Personnel
 - g. Security Personnel

- III. Student Support Positions**
 - a. ADA Specialist
 - b. ELL Tutor
 - c. Guided Study Tutor
 - d. Homework Center Tutor
 - e. Instructional Learning Center (ILC) Aide
 - f. Learning Center Tutor
 - g. Little Patriots Staff
 - h. Nurse
 - i. Special Education Aide

- IV. Technical**
 - a. AV Specialist
 - b. Data Integration Specialist
 - c. Data Processing Specialist
 - d. Data Reporting Services Specialist
 - e. Electronic Communications Specialist
 - f. SMART Desk Support Specialist

- g. Special Events Support Specialist
- h. Technology Support Specialist
- i. Technology Trainer
- j. Theater Specialist

9.3. Loss of Seniority

Loss of seniority only occurs with resignation, dismissal for cause, or retirement. There will be no loss of seniority with any transfer, reassignment, change in category, and/or job classification.

9.4. Maintaining and Posting of Seniority Lists

The Board shall prepare the seniority list. A copy of the seniority list shall be furnished to the Association by February 1 of each year. Any employee disagreeing with his/her seniority placement shall respond, in writing, to the Director of Human Resources and Association President by March 1.

10. Article 10 - Reduction in Force

10.1. Reduction in Force (RIF)

The purpose of Reduction in Force is to establish procedures for an orderly and equitable reduction in the number of working hours and/or positions, after considering factors such as budget and financial projections, projected student enrollment, and status of grant-funded services.

If an employee is removed or dismissed or receives a reduction in hours as a result of the decision of the School Board to decrease the number of Educational Support Personnel employed by the Board or to discontinue some particular type of educational support service, notice shall be given to such employee as provided by law. Reduction shall be within each specific job category and classification enumerated in Section 9.2 above, provided the seniority to be applied within each such classification shall be the employee's total district seniority as defined in Section 9.1.

10.2. Procedure for Reduction in Force

When the District makes the decision to RIF, it must give written notice to the employee at least thirty (30) days before the employee's hours are reduced, with the exception that if a reduction in hours is due to an unforeseen reduction in the student population, notice must be given to the employee five (5) days before the reduction. The RIF notice must include a statement of honorable dismissal and the reasons for the RIF.

10.3. Recall Rights and Procedures

An employee who has been dismissed pursuant to the preceding section shall have recall rights as provided by law. A recall shall be within the specific job category and classification in reverse order of total District seniority within the specific job category and classification of the employee who is laid off. Final

decisions of recall when two (2) or more employees have equal seniority will be by coin toss. Notices of offer of recall shall be sent by personal delivery or by certified mail to the last known address as shown on the employer's record. A copy of the recall notice offer letter will be sent to the Association at the time of mailing.

It shall be the Association member's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall report to work within five (5) calendar days from receipt of notice, or ten (10) calendar days from date of mailing, whichever shall be the shorter, and in each instance, excluding Saturdays, Sundays, and school holidays. A "riffed" employee who declines recall to full-time work shall forfeit his/her recall rights.

All rights accrued up to the effective date of dismissal will be retained by a recalled employee and the employee's hourly pay rate will not be reduced as a result of a RIF recall placement.

11. Article 11 - Vacancies and Transfers

11.1. Vacancy – Defined

A "vacancy" shall be defined as a position within the Association presently unfilled including newly created positions. Open positions created because of a leave of absence shall not be considered a vacancy unless the leave of absence exceeds one year. An open position being filled with a transfer shall not be considered a vacancy.

11.2. Transfer – Defined

A "transfer" shall be defined as either a voluntary or involuntary move from one position to another within the Association.

11.3. Vacancies – Notices

Notices of a vacancy shall be posted via email internally for five (5) business days before external applications are solicited, unless otherwise waived by the Association President. Any employee may make application via the electronic application system (i.e. Applitrack) for such a vacancy within the five (5) day internal posting period.

11.4. Involuntary Transfers

In the event of an involuntary transfer, the dignity and professionalism of the employee should always be considered. Unless employee is transferred for poor performance, wages shall not be reduced due to involuntary transfer. Whenever possible, the individual to be transferred should be notified with all reasonable speed, but this notice shall not be less than ten (10) working days.

The Employer shall provide written notice to the involuntarily transferred employee as well as notify the Association President.

12. Article 12 - Professional Growth

12.1. Professional Growth

The purpose of professional growth is to maintain an exemplary learning community where professionalism, expertise, and commitment are paramount to all within the organization. Therefore, the Board of Education and Association are committed to fostering the professional growth of all Support Staff employees. Opportunities for professional growth for all employees will be provided. Growth opportunities will include but not be limited to employee goals, professional staff development/training, advanced coursework and degrees.

12.2. Employee Goals

Annually, each employee should set goal(s) collaboratively with his/her supervisor.

12.2.1. Employee goals may be based upon work product, professional growth, improvement in any one of the three evaluation components (productivity, teamwork and professionalism) or other work-related activities as approved by the employee's immediate supervisor.

12.2.2. Employees must have a minimum of one goal, but may have more as appropriate.

12.2.3. Employee goals will be consistent with District annual development of goals, projects and initiatives.

12.2.4. Feedback regarding employee goals will be assessed on a "meets objectives" or "continues to work on objectives". As appropriate, mention of goals may be made in the employee's annual evaluation to reflect or provide evidence for the components of Productivity, Professionalism, and Teamwork.

12.3. Wage Enhancements

Employees who have Educational Growth Plans which were approved prior to June 30, 2017 shall be eligible to apply for Wage Enhancements for coursework completed prior to June 30, 2018.

To be eligible for a Wage Enhancement, all coursework must:

1. Be pre-approved by the employee's supervisor and the Director of Human Resources prior to the course's start date,
2. Be taken at an accredited college or university,
3. Credit-bearing and appear on an official college or university transcript, and
4. Directly pertain to the employee's job responsibilities and performance at Stevenson.

Wage Enhancements shall be granted upon completion of 15 hours of coursework and shall consist of a \$0.75/hour wage increase.

No Wage Enhancements shall be granted after July 1, 2018.

12.4. Advanced Coursework Tuition Reimbursement

Advance training and coursework are important components of a professional learning community. Certificated programs and Associate Degree programs will be reimbursed at the current tuition rate established by the College of Lake County. Post Associate degree courses will be reimbursed at the rate as defined by the current Board/Faculty Agreement.

To be eligible for reimbursement, all coursework must:

1. Be pre-approved by the employee's supervisor and the Director of Human Resources prior to the course's start date,
2. Be taken at an accredited college or university,
3. Credit-bearing and appear on an official college or university transcript, and
4. Directly pertain to the employee's job responsibilities and performance at Stevenson.

Reimbursement will be made upon demonstrated successful completion of the course. Reimbursement must be submitted within 30 days of the course completion date. Reimbursement requests submitted later than 30 days after the course completion date will not be honored. In order to receive reimbursement, the employee must be currently employed at the time of reimbursement.

Reimbursement will be limited to 12 semester hours annually. Staff members who receive reimbursement for courses and resign from employment will reimburse the District for courses taken within 12 months of separation. Repayment will be withheld from the final paycheck/s. In the event that the final paycheck/s do not cover the amount of the reimbursement, the employee shall pay the District the remaining amount owed.

13. Article 13 - Employee Benefits and Compensation

Unless otherwise provided by State or Federal statute, employees as identified in Section 1.2 of this agreement, are eligible for employee benefits.

13.1. Insurance Benefits

During the term of this agreement, the Board shall assure the continual availability of group (medical, dental, vision) insurance. At Board expense, \$50,000 term life insurance and disability insurance policies will be provided.

Eligible domestic partner means an individual who is not related to the employee by blood or marriage, with who the employee:

- Has cohabited for at least twelve (12) consecutive months.
- Shares a close monogamous relationship similar to the relationship between married individuals.
- Has shared financial obligations and responsibilities, as indicated by at least two of the following:
 - Joint mortgage or lease;

- Designation of the eligible domestic partner as the primary beneficiary of a will; or
- Joint ownership of a car or bank account.

An employee may have only one domestic partner at one time.

13.2. Flexible Benefits/Cafeteria Plan

The Board shall maintain a "flexible benefits/cafeteria plan" which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 plan or its underlying regulation shall be amended, the District shall promptly amend the plan.

An employee may annually contribute any amount to the plan not to exceed the IRS maximum allowable deduction per twelve-month (12) period. Employees shall allocate the amounts they desire to be deducted from among the following benefits:

Premiums for single or family health, dental, and vision, insurance whether such is provided on a group basis by the Board or otherwise.

Reimbursement for the cost of medical care, as defined in Section 213(d) of the Internal Revenue Code, to the extent not covered by insurance, and incurred by the employee, the employee's spouse, and/or the employee's dependents.

Employee dependent childcare maximum allowable amount as per IRS regulation of the Internal Revenue Code.

The amounts so allocated shall accrue prorated during the twelve-month (12) period and be payable monthly upon submission by the employee of receipts demonstrating the payments of such amounts. Any amounts so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the employee or carried over to the following year.

13.2.1. Flexible Benefit

Based upon the employee's insurance election, the District will provide a dollar amount to each eligible employee to purchase health insurance coverage. The dollar amount will vary depending upon hire date, single or dependent coverage and the type of coverage (PPO or HMO coverage). Once the insurance elections have been made, an amount referred to as "Flexible Benefit" will be added to the employee's compensation to be used specifically for insurance purposes.

13.2.2. Flexible Benefit Value

The following table will be used to determine the annual flexible benefit for employees hired prior to July 1, 2004. There will be two methods for determining the annual flexible benefit. The first method uses the dollar amounts on the table, which will be added to the insurance cost to compute the flexible benefit (for the no coverage option there is no cost so the flexible

benefit is equal to the whole dollar value). Secondly, when the Flexible Benefit is stated as a percentage of the insurance cost, the percentage value will be applied to the cost of the insurance to determine the value of the flexible benefit. All values include health and dental coverage under the various plans.

Flexible Benefits Value Table (For Employees Hired Prior to July 1, 2004)

Single PPO300	95% of cost	Dependent PPO300	90% of cost
Single PPO500	95% of cost	Dependent PPO500	90% of cost
Single PPO750	100% of cost + \$900	Dependent PPO750	100% of cost + \$450
Single PPO HD2500	100% of cost + \$2000 to HSA	Dependent PPO HD2500	100% of cost + \$2000 to HSA
Single PPO2500	100% of cost + \$1325	Dependent PPO2500	100% of cost + \$400
Single HMO	100% of cost + \$1750	Dependent HMO	100% of cost + \$750
No Coverage	\$2,500.00		

Under the "No Coverage" option, the employee may participate in the dental and/or vision programs, but their flexible benefit would still be considered as being "No Coverage".

New employees hired after July 1, 2004 may select from any PPO or HMO plans offered by the district; however, the flexible benefit for such employees will be limited to 100% of the cost of HMO Health and Dental insurance coverages. Dependent coverage shall include spouse, children, or eligible domestic partner.

13.2.3. Flexible Benefits for Part-time Employees

Part-time employees with 20 or more regularly scheduled hours shall receive pro-rated flexible benefits. Benefits will be determined based upon five hour increments:

- 20-24 hours - 50% flexible benefit
- 25-29 hours - 62.5% flexible benefit
- 30-34 hours - 75% flexible benefit
- 35-37 hours - 87.5% flexible benefit.
- 37.5 hours or more - employee would receive 100% flexible benefit.

The flexible benefit value for part-time employees are subject and consistent with sections 13.1 and 13.2.1 above.

13.3. Preventive Health Care

Preventive health care will be made available to all employees covered by this Agreement when such benefits are offered to other District staff. Preventative health care includes, but is not limited to, flu shots, health and wellness screening and other services offered by the NIHIP Insurance Pool.

13.4. District Contribution to Tax Sheltered Annuity

For the duration of the contractual agreement, employees shall receive an annual Board-paid contribution to a Tax-Sheltered Annuity / 403b Plan of \$250. In addition, the Board of Education shall match an employee's annual contribution of up to \$250. In no case shall the Board's annual contribution for an employee exceed \$500/year. Board payment shall be made in May for any employee who is actively employed as of May 1. Employees shall enroll in a Board-approved 403b plan prior to any such payments being made. Employees who do not enroll in a 403b plan forfeit all payments described in this section. Part-time employees and employees who do not work a full year shall receive a pro-rated contribution based on their FTE percentage.

13.5. Insurance Committee

Stevenson Support Staff members will continue to be represented on the Insurance Committee.

13.6. Compensation

Starting wages will be established at the discretion of the Board and will take into consideration the market value of the position and the qualifications, prior experience, prior job performance, and special skills of the applicant. The Association President and the Director of Human Resources will review proposed wages for transfers

All wages shall be spread over 26 pays.

13.6.1. Wage Increases

Wages for the upcoming year will be determined by using the following table. The starting point for the annual increase will be the employee's prior year's hourly wage. The ratings noted below are based upon the employee's annual summative evaluation.

Three "Highly Effective" ratings	2.00% plus CPI
Two "Highly Effective" ratings & 1 "Effective" rating	1.50% plus CPI
One "Highly Effective" rating & 2 "Effective" ratings	1.00% plus CPI
Three "Effective" ratings	0.50% plus CPI
Any "Below Expectations" ratings	0.00% (wage freeze)

The December 31st All-Urban Consumer Price Index (CPI-U) will be used as the CPI index for the upcoming year. The CPI is the same statistic as used by the District to determine its annual levy increase. For example, the December 31, 2016 CPI shall be used to determine wage increases for the 2017/18 school year.

Partial year employees would receive a pro-rated salary increase and participate in the annual incentive programs based upon number of months worked.

13.6.2. Market Wage Adjustment Committee

The Board and Association agree to create a contractual committee comprised of no more than four (4) representatives of each. The purpose of this Committee is to:

- Investigate the wages and benefits of positions covered by the contractual agreement with relation to comparable districts;
- Consider which, if any, positions/ categories merit wage adjustment and which, if any, individual employees within a category merit wage adjustment; and
- Make recommendations no later than April 1, 2018 to the Board and the Association for any recommended adjustments to current employees' wages.

Any recommended adjustments must be approved by the Board and ratified by the Association before implementation by the District starting July 1, 2018.

13.7. Retirement Benefits

Upon retirement employees are entitled to the following benefits:

For those employees who participate in the District health and dental insurance programs, continuation of coverage at the employee's expense.

For those employees with greater than 15 years' experience in the District, and are eligible for retirement benefits under the Illinois Pension Code, provided the employee has notified the District of his/her intent to retire two years prior to the actual date, the district will provide the following benefits from the time the employee retires to age 65:

- For those employees who participate in the District health and dental insurance programs, continuation of coverage at the employee's expense and at the employee's FTE percentage at the time of retirement, but subsidized by the District to the extent of the current single HMO health insurance coverage. Said insurance shall be available to the retired employee at District expense until he/she reaches age 65. At age 65, the employee may continue coverage at his/her own expense.

If a health insurance program becomes available through IMRF or the State of Illinois, retirees after that effective date must participate in the State or IMRF program.

- \$10,000 Term Life Insurance coverage

13.7.1. District Early Retirement Incentive

Should an employee wish to declare his/her intention to retire early, the District will allow the employee to take a cash option of his/her post-retirement healthcare subsidy. Said subsidy shall be prorated based upon the employee's FTE status at the time of retirement.

To be eligible to participate in the early retirement program:

- The employee would provide notice of her/his intent to retire four years prior to the actual date of retirement.
- The employee would be over the age of 55.

To have these funds included in salary over the course of the employee's final four years the employee would sign a letter of mutual understanding that the Healthcare Stipend is remuneration for insurance benefits from the date of retirement to age 65.

Annual Salary increases would be limited to 6% for IMRF purposes. Dollars above the 6% would be deposited in to a post-retirement 403(b).

13.7.2. IMRF Early Retirement Incentive

If it proves to be financially advantageous to the District, the Board may consider offering an IMRF Early Retirement Incentive program for the benefit of employees in accordance with IMRF guidelines and requirements.

14. Article 14 - Grievance Procedure

14.1. Definition

Any claim by the Association or an employee or a group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

14.2. Informal Procedure

If the employee or the Association believes the Contract has been violated, the employee or the Association shall meet with the immediately involved Supervisor to seek to resolve problems through free and informal communication. If the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

14.3. Formal Procedure

14.3.1. Step One: The employee or the Association may present the grievance in writing to the immediately involved Supervisor within ten (10) days of the occurrence of the grievance or when such occurrence should reasonably have been known. Within seven (7) days after receipt of the grievance, the immediately involved Supervisor shall arrange for a meeting to take place. Within seven (7) days of the meeting, the employee or the Association shall be provided with the Supervisor's written response.

14.3.2. Step Two: If the grievance is not resolved at Step One, or the time limits expire without the issuance of the Supervisor's written reply, then the grievant may refer the grievance in writing to the Superintendent or designee within five

(5) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within seven (7) days of receipt of the appeal. Within seven (7) days of the meeting, the employee or the Association shall be provided with the written response of the Superintendent or designee with reason(s).

14.3.3. Step Three: If the Association is not satisfied with the disposition of the grievance at Step Two, or the time limits expire without the issuance of the Superintendent or designee's written reply, the Association may submit the grievance to binding arbitration within fifteen days. If the parties cannot mutually agree on the selection of an arbitrator, the American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within thirty (30) days of the date from the Step Two answer, then the grievance shall be deemed withdrawn. Each party shall have the right to present in the arbitration hearing, such witnesses and documents as deemed necessary to develop facts pertinent to the grievance. Both parties shall share the fees and expenses of the arbitrator equally. If only one party requests the postponement of arbitration, that party shall bear the cost of such postponement.

14.4. General Provision

14.4.1. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.

14.4.2. If an employee is required to attend any grievance step meeting or arbitration hearing during scheduled work hours, he/she shall be excused for such purpose without loss of pay and/or benefits. When an employee is not represented by the Association, the Association may be present as an observer in all hearings and shall, upon request, receive copies of the grievance and decision.

14.4.3. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

14.4.4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

14.4.5. The failure of the employee or Association to act within the time limit set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this procedure, the grievance shall be advanced to the next highest level.

14.4.6. If the Association and Superintendent agree, any step of the grievance procedure may be bypassed and the grievance may be brought directly to any successive level.

14.4.7. The Association has the right to be present at any level of the formal grievance process.

14.4.8. The Association shall be notified of decisions at every level of the formal grievance process.

14.4.9. No reprisal shall be taken by the Employer or by the Association because of the employee's participation or refusal to participate in a grievance.

14.4.10. All records related to a grievance shall be filed separately from the personnel files of the employees.

14.5. Mediation

If both parties agree, the Board and the Association will promptly submit a joint written request to the Federal Mediation and Conciliation Service (FMCS) for appointment of a mediator to assist the parties during negotiations. If one party requests mediation within forty-five (45) days prior to the scheduled expiration date of this Agreement in accordance with IELRB Rules governing mediation requests, the parties will submit a joint request to FMCS for appointment of a mediator. If a mediator is unavailable through FMCS, the parties shall immediately commence discussion as to a mutually acceptable replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board (IELRB) will be notified.

15. Article 15 - Continuity of Operations

15.1. No Strike

Neither the Association nor any employee will sponsor, aid, sanction, direct, authorize, or participate in any strike, work slowdown, work stoppage, sympathy strike or other interruption of contract or services during the term of this Agreement.

16. Article 16 - Effect of Agreement

16.1. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

16.2. Contractual Amendment

This Agreement shall constitute a binding obligation of both the employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

16.3. Savings Clause

If any provision of this Agreement or any application of this Agreement to any Association member or employee or group of Association members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid in subsisting, except to

the extent permitted by law; but all other provisions or applications shall be continued in full force in effect.

16.4. Waiver of Additional Bargaining

The parties each voluntarily and unqualifiedly waive any rights, which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement. Subject matters not referred to in this Agreement or statutes applicable to matters covered by the Agreement shall not be considered as part of the Agreement and remains exclusive Board and/or Administration prerogatives.

16.5. Subcontracting - Notice and Opportunity to Bargain

The parties recognize and incorporate Section 5/10 – 22.3(c) of the Illinois Code such that no work customarily performed by members of the Association, or to which members of the Association have reasonable expectation of employment, with the exception noted below, shall be subcontracted during the term of this Agreement, pursuant to state statute.

At the District's discretion, support staff employees hired to work in the Special Education Division on or after July 1, 2017 may be hired through the District's Special Education Cooperative (i.e. the Exceptional Learners Cooperative). Said individuals would not be District employees and would not be subject to the Terms and Conditions of this Contractual Agreement. This applies to positions created after July 1, 2017 or positions vacated and re-filled after July 1, 2017.


17. Article 17 - Duration

This Agreement shall be effective on July 1, 2017 and shall terminate at 11:59 p.m. on June 30, 2022 except as may otherwise be provided by the express terms of this Agreement.

Executed this 19th day of June in the year 2017.



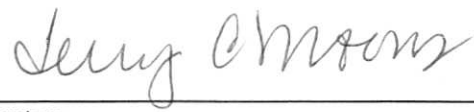
President
Adlai E. Stevenson Support Staff Association



President
Adlai E. Stevenson High School District 125 Board
of Education



Secretary
Adlai E. Stevenson Support Staff Association



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