

Agreement Between
The Board of Education
Oak Park and River Forest High School
District 200, Cook County

and

Service Employees International Union
Local 73
Classified Personnel Association

July 1, 2022 through June 30, 2025

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PREAMBLE

The undersigned parties to this Agreement express the following beliefs:

The members of the Service Employees International Union/Classified Personnel Association (herein referred to as SEIU/CPA) are committed to helping Oak Park and River Forest High School (herein referred to as the "District") to achieve its mission to provide all students with a superior education so that they may achieve their full human potential. The District can rely upon our good will, active support and faithful performance of our responsibilities in contributing to this educational effort.

The Board of Education recognizes that SEIU/CPA members are an important component of the partnership among students, parents, school and community.

The Board and the members of the SEIU/CPA acknowledge that this Preamble is not legally binding upon either the Board or the SEIU/CPA and therefore agree that neither grievances nor arbitrations shall be permitted with regard to any allegation that any clause of this Preamble has been violated.

ARTICLE I RECOGNITION OF THE UNION

The Board of Education of Oak Park and River Forest High School District #200, Cook County, Illinois, hereinafter referred to as the "District", hereby recognizes the Service Employees International Union, Local 73, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, terms and conditions of employment for all full-time and regularly employed part-time (CPA Members) employees in in secretarial, clerical, teaching assistant and other support positions identified in Appendix B (hereafter referred to as "Employees"). The Illinois Educational Labor Relations Act excludes all other positions from the bargaining unit.

ARTICLE II CHECK OFF OF UNION DUES

Section 1 - Union Dues:

The District will deduct union dues pursuant to the Illinois School Code (115 ILCS 5/11.1).

Section 2 - Indemnification: The Union shall indemnify the District and hold it harmless against any and all claims, demands, suits, legal costs or forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the District at the direction of the Union for the purpose of complying with the provisions of this Article.

ARTICLE III MANAGEMENT RIGHTS

It is agreed that the District shall have and retain all management rights and functions subject to the provisions of law and not specifically abridged by the provisions of this Agreement including but not limited to the following:

- A. The right to select, hire, transfer, promote, demote, lay off, assign and supervise employees; the right to suspend, discharge or otherwise discipline employees;
- B. The right to determine and change starting times, quitting times, shifts and the number of hours to be worked by employees; the right to make rules and regulations to govern the employees;
- C. The right to determine staffing patterns, including, but not limited to, the assignment of the employees as to the numbers employed, duties to be performed, qualifications required and areas worked;
- D. Elimination, creation or modification of job classification requires prior discussion with union and CPA representatives. The right to determine individual qualifications and the qualifications required for the job classification(s);
- E. The right to determine policies and procedures, to change the methods or means with respect to the establishment, management, efficiency and conduct of the operations of the District; and the right to contract out any work.

It is agreed that the District has the right to promulgate rules and policies that do not conflict with this Agreement. At the request of the Union, prior to the implementation of any change in current policy affecting working conditions, the District shall meet with the involved unit member(s) for input. In addition, if a District-wide change in policy affecting working conditions for the bargaining unit members is to take place, the Union shall have appropriate representation on any ad hoc committee which may be formed by the District for input.

ARTICLE IV ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

There shall be no unilateral reopening of this Agreement by either party during the life thereof, including the impact of the District's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. Unforeseen rights for either party, which arise from a change

in the law or a decision by a court of law, shall not be waived under this Article. Articles of this Agreement may be reopened if mutually agreed upon by the Union and the District.

ARTICLE V UNION RIGHTS AND RESPONSIBILITIES

Section 1 - Labor-Management Meetings: Labor-Management meetings will be held at mutually agreeable times. Additional meetings to discuss special circumstances may be held if mutually agreed upon by both parties. Each party shall be limited to five (5) people attending the meeting unless mutually agreed upon by both parties.

Section 2 - School Mail and Bulletin Board: The Union shall have the right to communicate with its members by means of employee mailboxes, telephone, e-mail and a bulletin board.

Section 3 - Use of Building: The Union shall have the right to use District facilities for meetings for the purpose of conducting Union business provided that:

- A. A facility reservation request is submitted through the approved district system,
- B. Sufficient meeting space is available for the meeting,
- C. The meeting neither interferes with the educational programs of the District or conflicts with District events,
- D. The Union promptly reimburses the District for any damage or other reasonable expense incurred by the District as a result of the meeting.

Section 4 - Right to Organize: Employees shall have the right to organize, join, and assist the Union and to participate in collective negotiations with the District. The District shall not discriminate against any employee with respect to hours, wages, and other terms and conditions of employment by reason of membership in the Union, participation in negotiations with the District, or the institution of any grievance, complaint, or proceeding under this Agreement.

Section 5 - Non-Discrimination: Neither the District nor the Union shall discriminate against any employee because of race, religion, nationality, gender, disability, physical characteristic, sexual orientation, age, membership or non-membership in the Union.

Section 6 - Copy of Agreement: Within a reasonable period of time after the ratification of this Agreement by both parties, the District shall post on the District's Intranet site a copy of the Agreement. Employees will be allowed to print a copy of the Agreement using District equipment and materials.

Section 7 - List of Employees: The District will provide the required employee information to the Union pursuant to Public Act 101-0620.

Section 8 - Availability of Financial Data: Upon written request, the Union shall be supplied public information concerning the financial position of the District including, when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets.

Section 9 - Contract Negotiations: The District will allow bargaining unit employees, who are designated by the Union, to prepare for and attend contract negotiations during their normal work

hours, but will not exceed four (4) hours per day, unless mutually agreed to by both parties.

Section 10 - Union Access to Employees During Work Hours: Pursuant to Public Act 101-0620, the District will allow the Union reasonable access to employees in the bargaining unit that does not impede normal operations.

ARTICLE VI NO STRIKE AND NO LOCKOUT

Section 1 - No Strike/Job Action: During the term of this Agreement, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall engage in a strike, mass sick call, refusal to cross a picket line, concerted slowdown, or any other unlawful concerted activity designed to disrupt the operation of the District. The Union will not impose any duty or obligation on any employee to conduct, assist or participate in the aforementioned activities. Any employee participating in such activity is subject to immediate dismissal, if the employee has been notified by the Assistant Superintendent for Human Resources or his/her designee that the conduct is illegal and that the employee is not in compliance with the terms of this section.

Section 2 - No Lockout: The District shall institute no lockout of employees during the term of this Agreement.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1 - Definition: Any claim by an employee that has been accepted by the Union or a claim of the Union itself that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be considered a grievance.

Section 2 - Grievance Process: The parties hereto acknowledge that it is usually most desirable for an employee and the involved supervisor to resolve problems through free and informal communication and at the lowest possible level. If, however, the concern is not resolved through the informal process, a grievance may be processed as follows:

- A. Pre-Grievance Level (Concern Step): Before filing a written grievance, an employee or Union representative shall make a verbal statement or request regarding a specific provision in the contract or a past practice of the District to the appropriate supervisor or his/her designee. A verbal response would be given
- B. Step 1 - Supervisor Level: The employee shall present the grievance in writing to the involved supervisor. If the grievance affects a number of employees, the Union may initiate the grievance at Step 2. The employee shall set forth the facts in the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Such grievance shall be submitted within ten (10) working days of the occurrence of the grievance or within ten (10) working days of when such occurrence should reasonably have become known. The involved supervisor shall arrange for a meeting to take place within five (5) days after receipt of the grievance. Within five (5) days after completion of the conference, the involved supervisor shall render a decision and reasons to the grievant/ and Union in writing.

- C. Step 2 - Assistant Superintendent for Human Resources Level: If the grievance is not resolved in Step 1, the employee may appeal the grievance in writing to the Assistant Superintendent for Human Resources within ten (10) days after receipt of the Step 1 answer. The Assistant Superintendent shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Within five (5) days after completion of the conference, the Assistant Superintendent shall render a decision and reasons to the grievant and Union in writing.
- D. Step 3 – Superintendent Level: If a satisfactory agreement is not reached at Step 2, the grievant may appeal to the Superintendent in writing within ten (10) days after the grievant has received the decision of the Assistant Superintendent for Human Resources. The Superintendent shall hold a conference within ten (10) days after the receipt of the appeal, and a written decision shall be rendered by the Superintendent within five (5) days after the conference.
- E. Step 4 - Board Level: If the grievance is not resolved in Step 3, the employee may appeal the grievance in writing to the Board of Education within ten (10) days after the receipt of the Step 3 answer. The Board of Education will hold a meeting to take place within ten (10) days of the receipt of the appeal. Within five (5) days after completion of the conference, the Board of Education will give its opinion and reasons to the grievant and Union in writing.
- F. Step 5 - Arbitration: If the Union is not satisfied with the disposition of the grievance at Step 4, the Union may submit the grievance to binding arbitration. If the written demand for arbitration is not filed with the Assistant Superintendent for Human Resources within twenty (20) days of the date of receipt of the Step 4 answer, then the grievance shall be deemed to be withdrawn. The parties agree to request the Federal Mediation and Conciliation Service (hereinafter “FMCS”) to submit a list of arbitrators who are members in good standing of the National Academy of Arbitrators.

The parties agree to follow the FMCS rules and regulations for selection of an arbitrator. The party filing the grievance shall strike first from the list of arbitrators.

Section 3 - General Provisions:

- A. Work Hours: In all steps of the grievance procedure, if the District requires such steps to be held during the work hours of the grievant or the grievant's representative (if a District employee), such employees will be excused with pay for that purpose. Employees required by the District to attend an arbitration hearing shall be excused with pay. Arbitration hearings shall not be held during employee work hours without mutual consent of the Union and the District.
- B. Bypass Steps: If a grievance arises from the action of an authority higher than the supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure, with the approval of the appropriate authority.
- C. No Reprisals: An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal by the District or Union because of such participation.

- D. Right to be Present: The employee and a Union representative have the right to be present at all steps of the grievance process.
- E. Copies: At the request of the grievant or a Union representative, the District shall provide copies of all documents submitted by the Administration at Steps 1 and 2 of the grievance procedure.
- F. Failure to Appeal: The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the District to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- G. Definition of Days: The term "days" as used herein shall mean all workdays for employees in this bargaining unit. Official District holidays, emergency days, Saturdays and Sundays shall not be counted as workdays for the purpose of this Article.
- H. Extensions: All time limits may be extended by mutual agreement between the parties.

Section 4 - Scope of Arbitration: The arbitrator shall consider and decide only the specific issue submitted in writing and shall base the decision upon the arbitrator's interpretation of the meaning or the application of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. If the parties agree upon no joint written stipulation of the issue, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing in Step 1 or 2 of the grievance procedure. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules or regulations of administrative bodies that have the force and effect of the law.

Section 5 - Cost of Arbitration: Each party shall bear the cost of its representation. The cost of the arbitrator and FMCS shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order transcripts the cost shall be divided equally between the District and the Union.

ARTICLE VIII PERSONNEL FILE

Section 1 - Personnel File: The District shall maintain only one (1) official personnel file for each employee, and such file shall be the property of the District.

Section 2 - Right of Access: The District agrees that the employees shall have the right of access to their personnel files as provided for in the Illinois Personnel Record Review Act or as provided herein.

Section 3 - Placement of Material in File: Any material evaluative in nature, whether laudatory or critical, as well as any disciplinary material placed in an employee's file shall be signed and dated. A copy shall be given to the employee within five (5) working days. However, an employee may request the removal of disciplinary action or other adverse material which in the view of the District does not have legal implications.

Section 4 - Right of Copy: Each employee shall have the right to copy any or all file material, exclusive of materials identified as exceptions under the Illinois Personnel Records Act, as provided in Section 2. Employees requesting more than one (1) copy of any document in their personnel file during each fiscal year shall pay copying charges to the District equivalent to charges set by the Freedom of Information Act.

Section 5 - Right of Attachment: Each employee shall have the right to have dissenting or explanatory material attached to any document on file, and such material shall become an official part of the employee's personnel file.

ARTICLE IX HOURS OF WORK

Section 1 - Hours: Full-time bargaining unit employees shall be those employees assigned to work seven and one-half (7-1/2) hours per day or more as set forth in the job description. Part-time bargaining unit positions are scheduled as set forth in the job description.

Section 2 - Workweek: The workweek shall consist of five (5) consecutive days, Monday through Friday.

Section 3 - Temporary Employees: The District shall not use temporary employees to do work historically done by bargaining unit members for periods in excess of two (2) weeks at a time, except in the case of filling in for a bargaining unit employee on worker's compensation, sick leave or other leaves of absence. The Union must be notified prior to the placement of a temporary employee. The District will provide the Union a monthly report of temporary employees working in the bargaining unit positions. The report shall contain the position that is being filled by a temporary employee, how long that temporary employee has been working in that position or any other bargaining unit position.

Section 4 - Breaks: Each bargaining unit member shall receive a fifteen (15) minute break for the first four (4) hours of work, and a second fifteen (15) minute break will be given to those bargaining unit members who work more than six (6) hours. Break time is to be taken during a mutually convenient time for the operation of the office or program. Break time must be arranged/staggered so the office or program can continue operation. Due to the nature of the work that Teacher Assistants (TA) perform it may be difficult to be relieved from duty on two (2) separate occasions for a break, therefore, a TA will normally combine the morning break with the lunch period. TA's may also utilize the last break of the day to leave work fifteen (15) minutes early, without loss of pay. In the event a bargaining unit employee is unable to take a break due to a work obligation (e.g., a field trip) as approved by the employee's supervisor, the employee will receive fifteen (15) minutes of pay per break missed at their normal hourly rate of pay in addition to their normal scheduled hours of work.

Section 5 - Lunch Period: A non-paid, duty-free lunch period shall be provided to all bargaining unit employees who work more than five hours daily. The length and scheduling of which are

determined by the constraints of the job and the approval of the supervisor. Lunchtime must be arranged/staggered so the office or program can continue operation. The lunch period shall be concluded by 2:00 p.m. In the event a bargaining unit employee works through a lunch period (e.g., a field trip), with the approval of their supervisor, the employee will be paid at their normal hourly rate of pay for the loss of their lunch period in addition to their normal scheduled hours of work.

Section 6 - Overtime: Employees shall be paid time and one-half for all hours worked in excess of forty (40) hours per week. Employees may elect to receive time and one-half compensatory time in lieu of pay for overtime work. Employees may request the compensatory time options by contacting their supervisor. Employees may accrue up to 240 hours of compensatory time. Employees must have their immediate supervisor approve their use of compensatory time, with consideration given for the ongoing operation of the office or program for which the employee works. Overtime must be at the request of, and pre-approved by, the employee's immediate supervisor. The District recognizes that occasionally situations arise when employees may need to work beyond their scheduled hours to address an immediate need. When such an immediate need arises, employees need to notify their immediate supervisor via email within twenty-four hours. All approved hours worked on a holiday shall be paid at time and one-half. For purposes of computing overtime, all paid leaves, except sick leave, shall be considered as hours worked. There shall be no pyramiding of overtime hours.

Section 7 - Call Back: Call back is defined as an unplanned request by an immediate supervisor for an employee to return to work. An employee who is called back to work shall receive a minimum of four (4) hours pay. There shall be no pyramiding of call back hours.

Section 8 - Subcontracting: The District shall not subcontract any work historically done by bargaining unit members. The Union must be notified prior to any outside subcontracting of work.

Section 9 - Summer Work Schedule: The District has the discretion to change the school year daily work schedule to a summer daily work schedule for employees who work during the summer.

Section 10 - Summer School Assignments: Summer work assignments such as Teaching Assistants, Library Assistants and Technical Support Specialists will be posted and offered first to bargaining unit applicants who do the same work in their regular school year assignment. Such summer assignments will be offered on a rotational basis to affected bargaining unit members who apply. Selected bargaining unit members will be paid their regular rate of pay for such summer work which is at the same grade as their regular work. If bargaining unit members decline or do not apply for summer work in their area and level, the opportunity will be posted for the benefit of other bargaining unit members before individuals outside of the bargaining unit are considered. The rate of pay for bargaining unit members working outside of their regular school year assignments will be the starting rate for the type of work to be performed.

Whenever reasonably possible and operational needs do not preclude, work days required for summer work will be scheduled so that they do not overlap with regular school year work days. A summer work position will not be started shortly before the end of the last day of work for most ten (10) month employees or end only a few days after the start of the regular work year for CPA members in order to preclude them from accepting such work.

Section 11 - Hours during Early Dismissals, Finals, and the Last Day of School Year for Teaching Assistants and Other Employees who Provide Instructional Support: Except in cases where teaching assistants and other employees who provide instructional support are assigned to attend training sessions or meetings, they shall be permitted to leave when students are dismissed on the following days: early dismissal days and finals week (when final exams are over for the day). Compensation for leaving on these above-referenced days shall be based upon the time clock punch out or use of accrued compensatory time. Teaching Assistants may remain at school until the end of their normal work day completing job related tasks. Such compensatory time may include time accrued on workdays when the teaching assistant stayed after the assigned quitting time in order to complete an assignment, provided the time has been properly documented. The District recognizes that the responsibilities of the teaching assistants can require working beyond the scheduled quitting time with varying frequency; however, the employee's immediate supervisor retains the right to review any such overtime and to take appropriate action in the event a question arises regarding the validity of the need for such overtime for that employee.

The last work day of the school year will be a 4-hour working day for all teaching assistants and other employees who provide instructional support.

ARTICLE X JOB DESCRIPTIONS AND RECLASSIFICATION

Section 1 - Job Description: A job description for each position in the bargaining unit is developed by the District and maintained by Department of Human Resources. Job descriptions shall be provided upon hire and posted on the District website. The description shall be reviewed and updated (if necessary) with input from the incumbent employee, the immediate supervisor and the Assistant Superintendent for Human Resources. In the event the job description is revised, the affected employee shall receive a copy of the revised job description.

Section 2 - Positions: In the event the District changes the job description for a position currently defined in the bargaining unit, the District shall forward the revised job description to the Union Stewards at the same time the affected employee is notified.

In the event the District creates a position that is new to the bargaining unit, the District shall forward the new job description and classification to the Union Stewards along with the vacancy notice that is posted. A newly created position shall be eligible for a request for reclassification after the position has been in existence and filled for a minimum of five (5) months.

Section 3 - Reclassification: Reclassification shall be defined as the action that reassigns a bargaining unit position to a different salary classification.

Any employee or the supervisor of the employee's position may submit a request for reclassification of the bargaining unit position in which the employee is placed. The request for reclassification shall be in writing and shall include the rationale for the request, pursuant to Appendix B, Job Placement Criteria. The written request shall be submitted to the Assistant Superintendent for Human Resources, the immediate supervisor and the Union Stewards.

Reclassification requests shall be reviewed by the Human Resources and the Union. Upon the Board approving the reclassification the employee will immediately be moved to their new grade and pay rate and will receive retroactive pay for when they began performing the duties that qualified them for the reclassification.

**ARTICLE XI
JOB POSTINGS AND FILLING OF VACANCIES**

Section 1 - Job Postings: The District shall post and electronically notify, for CPA employees only, all permanent, summer and newly created positions within the bargaining unit, with the exception of teaching assistant positions, for a period of five (5) working days. If a vacancy occurs during winter or spring breaks, the notice shall be posted for five (5) working days following the end of the break. If a vacancy occurs during the summer recess, the notice shall be posted and emailed to employee personal email addresses on file.

Interested employees shall apply within the posting period. Permanent vacancies shall be posted no later than two (2) weeks after the date a position is determined to be opened.

Section 2 - External Job Postings: If no CPA candidate was offered and accepted the vacant position, the vacancy will then be posted externally. After the period of five (5) working days, the vacancy will be posted externally. All teaching assistant vacancies will be posted internally and externally at the same time.

Section 3 - Filling of Vacant Positions: The District will give preference to current bargaining unit employees for open positions within the bargaining unit before non-CPA applicants are considered in the filling of vacancies. All qualified internal applicants will be interviewed prior to external candidates. Should two or more bargaining unit employees apply for the same vacant position, the District shall select the most qualified employee to fill the position. If the applicants are relatively equally qualified, the most senior employee shall be selected to fill the position.

Each employee who is not selected will be notified the supervisor of the position of a reason for the hiring decision. At the employee's request, the reasons shall be outlined in writing; a copy will be given to the employee and a copy placed in the employee's personnel file for a period of one (1) year.

The District shall fill posted vacancies as expeditiously as practicable. If by District prerogative, an employee is delayed by more than ten (10) working days from moving to a new position, and if the transfer would result in a higher level of classification, the affected employee will be paid at the higher rate of pay after a period of ten (10) working days.

Section 4 - Temporary Positions: Positions tied to grants, federal/state programs, and/or leaves of absence will be considered temporary positions and individuals hired to fill these positions will have no employment rights once the grant, federal/state program, and/or the leave of absence has ended.

**ARTICLE XII
SENIORITY, LAYOFFS, AND RECALL**

Section 1 - Seniority: Seniority shall be defined as the continuous length of service with the District from the employee's most recent date of hire as an employee of the District in positions covered by this Agreement. Upon successful completion of the ninety (90) calendar day probationary period, seniority shall revert to the day of hire.

Section 2 - Resolving Identical Seniority: If two (2) or more employees have the identical seniority date and are both affected by a layoff, seniority shall be determined by a lottery witnessed by the Union Stewards and the Assistant Superintendent for Human Resources. Exception: If an employee has previous service with the District prior to the current seniority date, that employee shall be determined to have seniority.

Section 3 - Credit: Employees who leave the employ of the District, but are reemployed within the bargaining unit in one (1) calendar year or less, shall have all their seniority reinstated.

Section 4 - Probationary Period: New employees shall have a probationary period of ninety (90) calendar days, excluding winter break, spring break and summer recess. The probationary period may also be extended by the number of days an employee misses due to extended illness of three (3) or more consecutive days, provided the Union is notified of such extension. The District, with justification, may extend the probationary period of a new employee by thirty (30) days excluding winter break, spring break, and summer recess. During the probationary period, the District shall have the right to dismiss an employee without cause. During the probationary period, the employee shall not be eligible for paid leave, except for bereavement leave. During the probationary period, the employee shall not have access to the grievance and arbitration procedure for any issue regarding discipline or discharge.

Section 5 - Continuous Service Interruption: Continuous service shall be interrupted by resignation, retirement, termination for just cause, absence from work for three (3) consecutive days without authorization by the District (except in an emergency), layoff followed by a failure to respond to recall (time limit reflected in the notice of recall), non-performance of bargaining unit work as a result of a disability for a period of two (2) calendar years, or failure to report to work at the conclusion of an authorized leave of absence or vacation (except in an emergency).

Section 6 - Seniority Accrual: Seniority shall not accrue during any unpaid approved leave of absence of sixty (60) consecutive working days or more, excluding any job-related disability/injury. An employee who leaves the bargaining unit to accept another position within the District, and then returns to a vacant position in the unit (pursuant to Article XI), shall have any previously earned seniority within the bargaining unit reinstated.

Section 7 - Seniority List: The District shall furnish the Union with an annual seniority list by February 1 of each year. Such list shall show the names of employees and their date of hire in order of their bargaining unit seniority. The list shall be dated and posted and distributed to each bargaining unit member. The failure of the Union or any employee to object to an employee's placement on the seniority list within seven (7) working days following the receipt of the list will act as a waiver of any future challenges by the Union or the employee to that specific problem with the seniority list. This statement shall appear on the list when it is posted and distributed.

The Union Stewards shall be notified of any revisions in the original list, and a new list shall be distributed to each employee.

Section 8 – Reduction in Hours: No bargaining unit employees work hours shall be reduced by the District prior to notifying the employees and the Union. The District will provide at least thirty (30) days' notice of the proposed reduction in hours.

Section 9 - Layoff: The Union and District agree that the following layoff procedure was mutually negotiated and agreed upon and differs from the procedures set forth in the Illinois School Code

Section 105 ILCS 5/10-23.5. This procedure does not supersede the notification requirements as stated in 105 ILCS 5/10-23.5.

If layoffs become necessary, bargaining unit employees shall be laid off in order of reverse seniority. If vacancies occur during a period of reduction in force, any vacancies in particular salary grades shall be posted, and interested employees from that salary grade shall bid on the vacancies. After all vacancies are filled (pursuant to Article XI) and the final vacancy determined, the senior employee(s) displaced because of position eliminations shall take the vacant job(s), as they become available. If no position is vacant, the senior employee(s) shall bump the least senior person in their salary grade for positions they have the skill and ability to perform. Employees who are displaced from their current salary grade shall have the right to bump the least senior employee in lower grades for positions they have the skill and ability to perform. The salary of any employee who is displaced from their current job and who takes a job in a lower salary grade shall be frozen until such time as the salary scale for the new position catches up to the employee's current salary scale, but at no time shall such employee earn more than ten (10%) percent above the rate of the new position.

Section 10 - Recall: Employees shall have recall rights for one (1) year from the start of the next school year after they are laid off. Employees shall be recalled by seniority from the recall list. No new employees shall be hired for bargaining unit positions as long as any employees are on the recall list and they possess the skills and ability to perform the duties required of the position. Employees on recall shall be responsible for alerting the business office of any address changes. The District shall send a registered letter to the employee at their home to notify them of any job openings. The employee shall have ten (10) working days from receipt of notice to contact the District and accept the position.

ARTICLE XIII DISCIPLINARY ACTION

Section 1 - Disciplinary Notice: No non-probationary employee covered by this Agreement shall be suspended or discharged without written notice of the reasons for such suspension or discharge. All written discipline, suspensions, or discharges of non-probationary employees shall be for just cause. The District shall notify the Union Stewards and the Union within forty-eight (48) hours of any written discipline, suspension, or discharges that are acted upon. Probationary employees may be dismissed without cause during the ninety (90) day probationary period.

Section 2 - Disciplinary Procedure: Employees covered by this Agreement shall be subject to the progressive disciplinary process shown below, except in cases of gross misconduct.

- A. Verbal Warning in Personnel File
- B. Written Warning in Personnel File
- C. Suspension
- D. Termination

Gross misconduct includes, but is not limited to, insubordination, theft, violation of no strike clause, intoxication or being under the influence of non-prescribed controlled substances at work, falsification of school records or other employment-related records, violence in the workplace or endangering the welfare of a child that results in harm to the child.

Employees may be placed on paid administrative leave for the duration of the investigation, in which they will be notified of the allegations given rise to the investigation.

For purposes of determining the appropriate level of discipline to be issued, prior written and/or verbal warnings shall only be considered for a period of 12 months after issuance and suspensions for a period of 24 months.

Section 3 - Disciplinary Appearance: An employee shall be given written notice if he/she is required to appear before the Administration regarding any investigation. If the employee reasonably believes that the outcome of the meeting will result in disciplinary action, the employee may request the presence of a Union representative.

If an employee is required to sign a written reprimand, suspension letter or notice, the employee's signature shall mean only that the employee has received a copy of the letter or notice; it does not mean the employee agrees with the contents. Written notice of this disclaimer shall be on all disciplinary documents.

Section 4 - Suspensions: No employee will be suspended with or without pay until the employee has been notified of the allegation giving rise to the suspension and the duration of the suspension.

ARTICLE XIV SALARY

Section 1 – Wages:

All bargaining unit members shall receive the following increases for the duration of the current agreement:

2022-2023: 4.0% with on time \$1,000 bonus paid June 2, 2023*

2023-2024: 3.5%

2024-2025: 3.5%

*The bonus will be paid only to employees on the payroll as of June 2, 2023. For employees that were hired in this school year, the bonus will be pro-rated from the date of hire through June 2, 2023.

Pay rates for new employees will be determined according to the following chart:

	2022-2023	2023-2024	2024-2025
Grade 1	\$23.07	\$23.53	\$23.77
Grade 2	\$21.94	\$22.38	\$22.61
Grade 3	\$20.92	\$21.34	\$21.55

No employee will be paid less than the amount specified above for their grade.

Section 2 - Promotion Placement: Employees who are promoted to a new job classification with a higher starting pay rate, that employee shall receive the difference between the grades added to his or her hourly rate.

Section 3 - Temporary Transfers: If an employee is transferred to another job classification to fill a temporary vacancy, the employee shall be paid at their regular rate or at the rate determined by the grade of the temporary position (whichever is higher).

For employees with a start date before July 1, 2011, that employee shall receive the percentage difference between the grades added to his or her hourly rate for the hours worked at the higher job classification. Except by mutual agreement with the Union, no temporary transfer shall exceed a four (4) month period.

Section 4 - Pay Periods: Employees are paid bi-weekly by regular paycheck or through direct deposit. Employees working on a ten (10) or eleven (11) month basis may elect to receive pay during the school year only or over 21, or 26 pay periods.

Section 5 - Longevity Stipend: Employees who have completed their 18th year of service shall receive an annual longevity stipend as follows:

<u>Years of Service</u>	<u>Longevity Stipend</u>
Year 19 through 24	\$2,500
Year 25 and thereafter	\$4,500

The employee may choose to have his or her stipend added to their paycheck in equal increments or paid in one lump sum at the end of the school year.

Section 6 - Educational Stipends for Teaching Assistants: Full-time teaching assistants shall be eligible for the following annual educational stipends:

<u>TA and Applicable Degree</u>	<u>Educational Stipend</u>
TA's with Associate Degree	\$500
TA's with Bachelor's Degree	\$1,000
TA's with Teaching Certificate	\$1,500

Only teaching assistants whom the District has employed for the entire academic year shall receive the stipend on the final paycheck of the academic year. Such employees who do not complete the academic year or who begin working in the position more than twenty (20) working days after the start of school shall not be eligible to receive the stipend for that year.

Section 7 - Student Restroom Assignment Stipends for Teaching Assistants: Teacher Assistants who are required to assist a student while the student is using the restroom shall be paid a stipend of five hundred dollars (\$500) per semester. The stipend will be paid at the end of each semester. Employees who do not perform the above duties for the entire semester shall be prorated on a daily basis. However, an employee must have worked at least ten (10) days performing the duties within that month to qualify for the stipend. Employees who work more than sixteen (16) days in a given month shall be rounded up to the monthly rate of \$125 dollars.

Section 8 - Bus Driving Stipends for Teaching Assistants: Teacher Assistants who are assigned to drive a bus on a regular schedule shall be paid one the following stipends:

For driving buses 3-5 days a week: \$700 per semester
For driving buses 1-2 days a week: \$350 per semester
For substitute driving: \$10 a day

Section 9 - Student Field Trips: Supervisors shall send a list of all employees who accompany students on field trips to the Director of Special Education or his/her designee. The list will be sent two (2) days in advance of the scheduled field trip. Due to the nature of field trips, TAs do not normally receive a duty-free lunch period and will be paid for working through the lunch period.

ARTICLE XV INSURANCE BENEFITS

Section 1 - Qualifications: Employees working twenty (20) or more hours per week shall qualify for the benefits under this Article.

Section 2 - Hospital/Major Medical Insurance: The District shall provide hospital/major medical single or family insurance plans for employees eligible to participate in the plans. The benefits, coverages and premium costs to the employee will be the same as the benefits, coverages and premium costs to the faculty member as provided for in the current Agreement between Oak Park and River Forest High School District 200 and the Oak Park and River Forest High School Faculty Senate, IEA/NEA. Participating employees who leave employment with the District may continue coverage under COBRA, at their expense. The Department of Human Resources will provide details on the insurance plans available and on COBRA.

Section 3 - Dental Insurance: Employees are eligible to participate in the District's current dental insurance program.

Section 4 - Life Insurance/Accidental Death & Dismemberment Insurance (AD&D): Employees are eligible for term life insurance as provided by the District in an amount equal to the next highest \$1,000 of their annual base salary. AD&D insurance provides double indemnity for accidental death and a schedule of benefits for dismemberment.

ARTICLE XVI VACATION

Employees shall earn paid vacation time after completion of the ninety (90) calendar day probationary period, retroactive to the employee's first day of employment.

Other than during spring and winter breaks, ten (10) and eleven (11) month employees are not permitted to take vacation days during the school year. However, eleven (11) month clerical and any other employees who do not work directly with students will be permitted to utilize vacation time during the school year in addition to during winter and spring breaks under the same conditions that apply to use of vacation by twelve (12) month employees. Unused vacation time is compensated at the end of each school year.

Vacation days are earned according to the following schedule:

	<u>Years of Service</u>	<u>Vacation Days</u>
10-month employees:	During Year 1 and 2	8 days
	Year 3 and thereafter	12.5 days
11-month employees:	During Year 1 and 2	9 days
	Year 3 and thereafter	13.5 days
12-month employees:	During Year 1 and 2	10 days
	Year 3 through 10	15 days
	Year 11 and thereafter	20 days

Eleven (11) and Twelve (12) month employees must take vacation time by September 1 following the year in which vacation is earned. Unused vacation time may not be accrued. Except for unforeseen emergencies, vacation time should be scheduled as far in advance as possible. Such requests must be approved by the supervisor and delivered to the Human Resources office. Consideration will be given to all requests for vacation time, and the employee's preference will be respected whenever practicable. However, the District reserves the right to deny requests which may jeopardize the operation of an office or program of the District. Competitive requests for the same time off shall be decided on the basis of employee seniority within the office or program.

An employee who resigns, retires or is terminated shall be compensated for earned and unused vacation time.

Vacation days are equivalent to the number or hours that an employee is scheduled to work per day (e.g. employee "A" works six hours (6) a day and wants to take a week of vacation, he/she will be paid for thirty (30) hours for the week. Employee "B" works ten (10) hours a week and wants to take a week of vacation that employee will only receive ten (10) hours of pay). In the vacation schedule above a one (1) year, twelve-month employee who does not work eight (8) hours a day will not receive eighty (80) hours of pay but will receive ten (10) days of vacation time payable at the number of hour he/she works per day.

ARTICLE XVII HOLIDAYS

Annually, 10-month employees and 11-month employees will receive fifteen (15) paid holidays and 12-month employees will receive sixteen (16) paid holidays, which will be determined by the official school calendar. An additional holiday will be granted to all employees when public schools in Illinois are required to be closed for an election day.

ARTICLE XVIII TUITION REIMBURSEMENT

The District will budget \$6,000 annually (\$3,000 per semester) for tuition reimbursement to members of the bargaining unit at the rate of fifty (50%) percent of the tuition for a course (up to a reimbursement maximum of \$500.00 per semester).

Any employee who has three (3) years of service or more shall be eligible for tuition reimbursement. An interested employee shall notify the Department of Human Resources prior to the commencement of the college credited course. Any college credit course or any course, which is job related or for career improvement at the high school shall qualify for this reimbursement with pre-approval by the Director of Human Resources and the employee's supervisor. The District will notify the employee in writing within ten (10) working days of receipt of the request for tuition reimbursement, if it was approved or denied. The \$3,000 per semester shall be divided among all eligible employees, but at no time shall any employee receive more than \$500.00 per semester.

Evidence of payment and successful completion of the course with a "C" or better must be submitted to the Department of Human Resources prior to the termination of employment, but no later than four (4) months following course completion before reimbursement will be made.

ARTICLE XIX LEAVES

Section 1 - Sick Leave: Employees shall earn fifteen (15) paid sick leave days per year, accumulated to a maximum of 270 sick leave days. Part-time employees will earn sick leave days on a proportionate basis. If an employee has not accumulated sick days for one (1) or more years because the employee has 270 days in their sick leave bank but subsequently must use sick days, then the employee will be credited with an additional sick day for each sick day used up to a maximum of three (3) years accumulation (45 days). Upon retirement eligible employees will receive payment of \$25.00 per day for unused sick leave up to the maximum of 270 unless the employee elects to apply unused sick leave as credit towards service as provided to members of the Illinois Municipal Retirement Fund (hereinafter "IMRF"). The payment of \$25.00 will be prorated for less than full-time employees based on the actual service percentage. A note from a physician may be required as a basis for pay after a sick leave absence of three (3) days or as deemed necessary by the Assistant Superintendent for Human Resources. Sick leave may be taken in hourly increments with supervisor pre-approval and punching in and out on the District-approved electronic time-keeping system.

Section 2 - Bereavement Leave: Employees shall receive up to three (3) days of paid leave for absence due to a death in the immediate family. Employees shall receive up to five (5) days of paid leave for the death of a spouse, domestic partner or child. Immediate family shall be defined as a brother, sister, grandchild, grandparents, father, mother, any step and in-laws as stated, any relative living in the employee's house, or legal guardian. Bereavement leave shall not be deducted from sick leave.

Section 3 - Personal Leave: Subject to prior approval by the immediate supervisor, each full-time or part-time employee (twenty (20) hours or more per week) is entitled to two (2) personal leave days per year for the purpose of attending to personal business. If an employee does not use the two (2) personal leave days available in any one (1) school year, one (1) personal leave day, or fraction thereof, will be carried over to the next school year. At no time may an employee use more than three (3) personal leave days in a given fiscal year. Unused personal days will be converted to sick leave as appropriate at the end of each fiscal year. Any personal leave day taken beyond the entitlement will be considered unapproved and will result in a deduction of a day's pay for each day. Employees shall be permitted to take up to three (3) consecutive personal days upon

prior approval by the immediate supervisor without deduction from the employee's pay for the cost of a substitute. Personal leave days are not intended to be used as vacation *days*; or to extend holidays or compensatory days. Additional personal leave days may be requested for observation of religious holidays. Personal leave may be taken in hourly increments with supervisor pre-approval and punching in and out on the District-approved electronic time-keeping system.

Section 4 - Military Leave:

- A. Eligibility and Request: Military leave shall be provided to all full-time and part-time employees (working twenty (20) or more hours per week). Such leave must be requested by the employee with advance notice immediately following the employee's receipt of notice by the military.

- B. Terms: Terms of military leave shall be the same as a leave of absence except in the case of exclusions set forth by any benefit policies and except that, upon return from military leave, the employee shall have the military leave time credited to the employee's length of service.

Section 5 - Leave of Absence: After three (3) years of service to the District, an employee may request a leave of absence under the following conditions:

1. A leave of absence may be granted for a minimum period of thirty (30) calendar days and a maximum period of one calendar year. Absence beyond one (1) calendar year will be considered an abandonment of the position and result in termination.

2. An employee must submit a written request for the leave to the Assistant Superintendent for Human Resources to be approved by the Board. For a first semester leave, the request must be submitted by May 1 of the preceding semester. For a second semester leave, the request must be submitted by November 1. An emergency leave may be considered by the District under special circumstances.

3. In the event multiple requests are submitted for leaves of absence from individuals in the same department/program, the District reserves the right to limit the number approved.

4. No salary or wages or other remuneration will be paid to the staff member on leave. Insurance coverage may be continued at the expense of the employee.

5. Leaves of absence may be granted for study, travel, extended disability, parenthood, and for other circumstances deemed appropriate by the District.

6. Bargaining unit employees shall not accrue sick days, personal days or vacation days during leaves of absence. Seniority will not accrue during leaves of absence.

7. Return from a leave of absence at the end of one (1) year or less ensures the same position.

Section 6 - Jury/Witness Duty: Employees who work at least twenty (20) hours a week who are required to serve as jurors or who are required to appear as witnesses in court cases will be excused with pay for the time required to perform such duties upon presentation to the Department of Human Resources evidence of the necessity of the legal appearance. An employee must remit to

the District any witness/juror fees. Employees will be reimbursed for expenses at the standard, allowable rate set by the federal government.

Section 7 - Sick Leave for Maternity Reasons: An employee may utilize accrued sick leave for childbirth to a maximum of sixty (60) consecutive working days. If additional sick leave is available and needed due to physical complications related to the birth, a physician's statement verifying the employee's incapacity will be required.

Section 8 - Sick Bank:

1. The intent of the sick bank is to provide extended sick leave to those participants who incur a period of a serious illness/injury. A serious illness/injury is defined as a non-work related, incapacitating illness/injury anticipated to last for a period of twenty (20) successive workdays and must be verified by the employee's physician. The intent of the Bank is not to provide additional sick days for employees who have simply depleted their individual allotment of sick leave time. The Bank shall be used only for the serious illness/accident of the participant or the serious illness/accident of a participant's spouse, child, or domestic partner and may not be used for maternity/parental leave or any other leave of absence that is not due to serious illness or accident.
2. A bargaining unit member may enroll in the Bank by signing an authorization form agreeing to contribute at least two (2) days of his/her sick leave to the Bank prior to December 15, 2022. Opting out of sick bank enrollment, regardless of reason, shall disqualify the employee from participation at any future date.
3. All new employees will have a one-time option to enroll in the Bank. If they choose to participate in the Bank, they will contribute two (2) days upon hire. Opting out of sick bank enrollment, regardless of reason, shall disqualify the employee from participation at any future date.
4. All Bank participants will automatically contribute one (1) day to the Bank on July 1 of each year until the Bank contains 120 days or more.
5. A Bank participant who has a serious illness or whose spouse, child, or domestic partner has a serious illness which that requires prolonged absence from work shall be able to request a maximum of twenty (20) days from the Bank after his/her own accrued sick leave days have been depleted. The employee must submit to Human Resources a medical certification of a catastrophic illness at the time he/she requests access to the Bank. In the case of extended illness/injury, the employee shall be allowed to request an extension beyond the initial request.
6. Participants withdrawing from the Bank or the bargaining unit for whatever reason will not be allowed to withdraw the contributed days.
7. A Sick Bank Committee appointed by Union shall review and approve requests for access to the Bank. This Committee may, upon emergency, request that contributing members donate an additional day to the Sick Leave Bank if its reserves become depleted.

8. Any dispute that arises as to the administration of the Sick Bank Committee will not be subject to the grievance process.

ARTICLE XX RETIREMENT BENEFITS

Section 1 - Retirement Incentive: To be eligible for a retirement incentive, employees must meet the following requirements: an employee must be eligible for retirement with IMRF, have at least ten (10) years of full-time service and must submit a written, irrevocable notice of intent to retire to the Department of Human Resources at least twelve (12) months prior to the date of retirement. Eligible employees will receive a salary increase over the prior year's base salary up to the maximum percentage allowed by IMRF cap on salary increases, but not to exceed 6%, inclusive of any other salary increase in the final year of service.

Additionally, if employees retire no later than the first year they are eligible for retirement with IMRF, or if any eligible employee submits a written notice of retirement on or before May 1 of 2023 for an effective retirement date set to occur on or before June 30, 2027, the employee will also receive a payment of \$5,000 to be paid ninety (90) days after the employee's final day of employment with the district.

To be eligible for a retirement incentive for the retirement effective June 30, 2023, employees must meet the following requirements: an employee must be eligible for retirement with IMRF, have at least ten (10) years of full-time service, and must submit a written, irrevocable notice of intent to retire to the Department of Human Resources by December 30, 2022.

A part-time employee who meets these requirements and has worked an average of at least twenty (20) hours per week during the last five (5) years of employment is eligible for a prorated retirement incentive.

If the District eliminates the retirement bonus program for certified and other non-certified employees, this section shall become null and void.

Section 2 - Insurance Benefits: The District will provide continuation of health, dental, and life insurance benefits in effect for the employee during the final year of service, until eligibility of Medicare, to the level and degree currently provided by the District to employees who meet the following requirements: an employee must be eligible for retirement with IMRF, have at least ten (10) years of full-time service and must submit a written, irrevocable notice of intent to retire to the Department of Human Resources at least twelve (12) months prior to the date of retirement. The District at the rate of one-half the premium cost provides continuation of dependent coverage for health insurance for employees who meet these qualifications.

ARTICLE XXI MISCELLANEOUS

Section 1 - Training: Employees shall receive adequate training for their current positions and in any new technology required to perform assigned job responsibilities. All required trainings will take place during an employee's regular work day or the employees will be paid for required trainings that occur outside the regular workday with prior administrator approval.

Staff Development Opportunities: The District agrees to be supportive of CPA efforts to develop a job-related Institute Day type program for its members that enhance the ability of the membership to fulfill their job-related duties. To this end, the District will provide reasonable financial support; assistance with program planning, facilities, and materials; and assistance in the recruitment of facilitators.

Technology Training: When the Technology Learning Center (TLC) is open, it will be available for use by bargaining unit members whose positions may require technology training appropriate to their position. Time may be used during the workday and/or on non-student attendance days with supervisory approval or at the supervisor's request for additional training for the member's job responsibilities.

With supervisory approval, bargaining unit members will be allowed to attend job-related workshops, conferences or seminars. The District will pay the registration fees associated with the event. Members shall be paid their regular hourly rate for hours spent in such training if it occurs during normal working hours.

Section 2 - Mileage: Employees using their personal car for official school business shall be reimbursed at the current allowable IRS rate provided prior approval was granted by their supervisor.

Section 3 - Substitute Pay: Employees who are legally qualified to work as a substitute teacher in Illinois shall receive a \$20.00 stipend per period when assigned as a substitute for a teacher. The stipend will be in addition to the regular rate of pay. Internal substitution by eligible employees shall be reserved for emergency situations and are subject to their direct supervisor approval.

Section 4 - Health and Safety: The District shall make all reasonable attempts to provide information, training and protective equipment in a timely manner for all employees in the performance of their job responsibilities. It is further assured that no employee may be required to perform duties that are demonstrated to adversely affect the employee's health and/or safety.

Section 5 - Specialized Preparation: Special Education teaching assistants requiring individual student in-service shall have one-half (1/2) to one (1) day of training as designated by their supervisor prior to the beginning of the school year regarding student disabilities and specialized needs. Special Education teaching assistants shall have an additional one-half (1/2) day of in-service during the school year as designated by their supervisor for communication between themselves and the certified staff.

Section 6 - Workload Capacity: It is agreed that job assignments will be made in accordance with sound, practicable work standards for secretaries, clerks, aides and teaching assistants based upon the amount of work that can be accomplished in a "scheduled work day" so as not to result in excessive workloads on any individual.

Section 7 - Supplemental Activity Contracts: Bargaining unit members may be contracted by the District to sponsor any club, sports or activity. Any bargaining unit member so contracted by the District shall not be penalized in relationship to the employee's regular salary. In the event that a bargaining unit member is hired to perform duties which are paid on an hourly basis during regular hours of employment, appropriate salary adjustments shall be made, but at no time shall the employee receive less than the employee's regular hourly wage.

Section 8 – Workers’ Compensation Insurance: Workers’ Compensation will be provided to bargaining unit members to protect against financial loss in the case of injury, certain types of illness or death arising out of and in the course of employment. Employees are required to report injuries immediately. If approved for Temporary Total Disability (TTD) under the Workers’ Compensation Act, employees would receive a portion of their lost wages. Employees with available sick days may elect to use available sick days to cover the portion of lost wages not covered by TTD.

Section 9 – CPA Return to Work Notification Letter: The District will send letters to the employees confirming their positions for the fall before July 15th of each school year. The letter will include the employee’s start date for the new school year, the number of days to be worked, non-attendance days, grade and salary. If contract negotiations are ongoing when these letters are normally sent, the letter will state the information that would apply if the contract was unchanged but will note that the information is subject to change through further negotiations.

Section 10 – Student Technology: In order for TA’s to provide the best instruction and guidance possible to the students they serve. The District shall provide each TA with the same or substantially the same technology that all students and teachers receive in the instruction and education of students.

Section 11 – Extra Work Assignments: When the District determines that extra work assignments that become available during the work year fall within the scope of work covered by the collective bargaining agreement between the parties, such assignments will be offered to bargaining unit members, if the work can be performed effectively outside regularly scheduled hours of work. Such assignments will be posted first for bargaining unit members and will be compensated at time and one-half (1 ½), once forty (40) hours of work have been completed in the same work week by the employee. The rate of pay for these positions will be based on the assignments classification and the starting rate for the position. If more than one bargaining unit member applies for the work, the District may choose the best qualified. Among equally qualified applicants, the seniority will control based on a rotational basis. If no bargaining unit members accepted the work, it may be given outside of the bargaining unit.

Extra work assignments that do not fall within the scope of the Collective Bargaining Agreement may be posted and offered to CPA members based on qualifications. The rate of pay will be determined by the District. The District is under no obligation to award such work to bargaining unit members.

This Section does not require the District to offer extra work assignments if they are not needed.

ARTICLE XXII TERMINATION AND RENEWAL

Section 1 - Duration: This Agreement shall be in full force and effect until June 30, 2025, and shall continue from year to year, unless written notice of termination or desire to modify shall be given by either party at least thirty (30) days prior to June 30, 2025. During negotiations, this Agreement shall remain in effect until a successor agreement is reached.

Section 2 - Separability: Should a forum of competent jurisdiction declare any article, section or clause of this Agreement illegal, then that article, section or clause shall be deleted from this Agreement to the extent it violates the law, and upon the request of either party, negotiations may be renewed to consider the impact thereof. The remaining articles, sections, and clauses shall remain in full force and effect.

This Agreement is signed this 3rd day of November, 2022

In witness thereof:

Service Employees International Union
Local 73



SEIU Union Representative



Union Steward

Board of Education
Oak Park & River Forest H.S., District #200
Cook County, Illinois



President



Secretary

APPENDIX A RECLASSIFICATION CRITERIA

I. Scope of Responsibilities

Critical:

Job responsibilities involves complex multiple tasks which requires the ability to prioritize and determine sequence of work completion in order to meet established deadlines.

Important:

Job responsibilities involves some complex multiple tasks which requires the ability to prioritize and determine sequence of work completion in order to meet established deadlines.

Standard/Routine:

Job responsibilities involves few complex multiple tasks which require the ability to prioritize and determine sequence of work completion in order to meet established deadlines.

Fundamental/Basic:

Job responsibilities involves no complex multiple tasks which require the ability to prioritize and determine sequence of work completion in order to meet established deadlines.

II. Freedom to Act

Critical:

Job responsibilities require independent thinking including; self-organization, self-direction and management of work without guidance from immediate supervisor and the freedom improvise as deemed appropriate.

Important:

Job responsibilities require some direction and supervision from immediate supervisor within a range of established procedures with some ability to improvise as appropriate.

Standard/Routine:

Job responsibilities require completion of duties within well-defined procedures that anticipate most situations of the job. Limited ability for improvisation without consultation with the immediate supervisor.

Fundamental/Basic:

Job responsibilities require completion of duties within a limited range of well-defined procedures with no ability for improvisation.

III. Interpersonal Relations Requirement

The categories in the Interpersonal Relations section are reflective of expectations beyond normal standards of civility and humane interactions with others.

Critical:

Job responsibilities require interaction with others that demonstrates a high level of listening

skills, motivational techniques, empathy for others, and influencing.

Important:

Job responsibilities require interaction with others that demonstrates an above average level of listening skills, motivational techniques, empathy for others, and influencing.

Standard/Routine:

Job responsibilities require interaction with others that demonstrates an average level of listening skills, motivational techniques, empathy for others, and influencing.

Fundamental/Basic:

Job responsibilities require interaction with others that meet normal standards of civility and humane interactions.

IV. Education, Experience and Skill Requirements

Critical:

Education or job experience resulting in specialized knowledge and the ability to demonstrate a high level of skills related to organization, accuracy, software usage, and flexibility to handle multiple tasks and deadlines.

Important:

Education or job experience resulting in some specialized knowledge and the ability to demonstrate proficiency of skills related to organization, accuracy, software usage, adaptability, and multi-tasking.

Standard/Routine:

Education or job experience resulting in the ability to demonstrate general proficiency of skills related to the position including organization, limited software usage, adaptability, and multi-tasking.

Fundamental/Basic:

Minimum education or job experience with skills related to the functions of the position.

V. Confidentiality

Critical:

Job responsibilities provide full access to and/or knowledge of personnel and/or student records and highly privileged communications.

Important:

Job responsibilities include some access to and/or knowledge of personnel and/or student files and privileged communications.

Standard/Routine:

Job responsibilities provide limited access to and/or knowledge of personnel and/or student files and privileged communications.

Fundamental/Basic:

Job responsibilities provide no access to and/or knowledge of personnel and/or student files

and privileged communications.

APPENDIX B
LIST OF POSITIONS BY GRADE

GRADE	JOB TITLE
1	Athletics Facilitator/Fiscal Clerk
1	Buildings and Grounds and Campus Safety Secretary
1	Fiscal Clerk
1	Science Lab Assistant
1	Registrar
1	Student Activity Secretary
2	Attendance Clerk
2	PSS Team Secretary
2	Dean's Secretary
2	Duplicating/Mailroom Coordinator
2	Food Service Secretary / Bookkeeper
2	Secretary – Student Learning
2	Secretary - Athletics
2	Secretary - Division
2	Secretary - Nurses' Office
2	Secretary - Special Education
2	Special Education Secretary - Staffing Scheduling and Records
2	Technology Support Specialist
3	Bookstore Clerk
3	Duplicating/Mailroom Clerk
3	ELL Instructional Aide
3	Library Assistant
3	Motivational Mentor
3	Reading Program Instructional Teacher Assistant
3	Spoken Word Aide
3	Teacher's Assistant
3	Tutoring Center Monitor