

NEGOTIATION AGREEMENT

Between The Board of Education and
Community High Education support Staff
IEA/NEA
Crystal Lake, Illinois

D155

INSPIRE. EMPOWER. NURTURE.
Enter with promise. Leave with purpose.



JULY 1, 2023 - JUNE 30, 2028

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PREAMBLE

The Board of Education for Community High School District 155, hereinafter referred to as “Board,” and the Community High Education Support Staff, IEA/NEA, hereinafter referred to as “CHESS,” recognize that the schools seek to provide the best educational opportunities possible for the students of District 155. The Board and CHESS work toward creating an environment where encouragement, support, safety, and success can be attainable for every student. The building and maintaining of a student-centered learning community depends on everyone in the organization. Accordingly, the Board and CHESS will work to recruit, develop, and retain individuals with a commitment to the school as a professional learning community. The Board designates the Administration of District 155 as its designee in all respects with regards to the management of this agreement.

ARTICLE 1. RECOGNITION

1.1. Recognition

The Board does hereby recognize CHESS as the Collective Bargaining Agent for Bargaining Unit Employees consisting of but not limited to; college and career advisor, translator/interpreter and family outreach specialist, substitute coordinator, secretaries, bookkeeper, payroll secretary, accounts payable/payroll assistant, paraprofessionals, non-certified supervisors, registrars, aides, clerks, custodians, 2nd shift lead/supervisor, district painter, building maintenance, grounds maintenance, and food service personnel employed by the Board, exempt Employees excluded, but not limited to: food service employees contracted by an outside services company; Secretary to the School Board; Secretary to the Superintendent; Secretary and PPS Secretary to the Director of Student Services and Assistant Superintendent of Educational Services; two (2) Secretaries to the Assistant Superintendent of Business and Finance; Secretary to the Assistant Superintendent of Human Resources; Secretary to the Director of Technology; Secretaries to the building Principals; Computer Administrator; PC Specialist; Computer Technician(s) working under the Director of Technology; Director of Communications; Coordinator of Finance; Food Manager at South, Building Operations Supervisors; Bookkeeper/Assistant to the Treasurer; Payroll Secretary; Secretary to the Director of Operations; and Accounts Payable/Payroll Assistant and all supervisors, managerial, confidential, short-term, temporary, replacement, student employees as well as any other classifications the Illinois Educational Labor Relations Act excludes.

As new employment positions are added or created, CHESS and Administration will discuss, through Labor-Management meetings, the exempt or non-exempt status of the new position.

1.2. Definitions

For the purposes of this Agreement, the following definitions apply:

- Full-time Employees: Employed at least nine (9) months per calendar year and at least seven (7) hours per day, thirty-five (35) hours per week.
- Part-time: Employed less than seven (7) hours per day and/or less than thirty-five (35) hours per week.
- Calendar year is from January 1st thru December 31st.
- The District Fiscal year is July 1st thru June 30th.
- Use of the word “day” shall mean calendar day unless otherwise specified.
- School Improvement Day - Early Release - student dismissal at 12:53 p.m.
- Institute Day — no student attendance days

- Day of non-attendance — no school
- Holidays (listed on school calendar) — no school
- Late Start Monday — Mondays specified on school calendar only students begin at later time.

1.3. Probationary Periods

When the Board hires a new employee or rehires a former employee, the employee shall be on probation for a period of ninety (90) workdays of active employment. The Board may in its exclusive discretion extend this probationary period for up to an additional thirty (30) workdays for all employees. The Supervisor must discuss the employee's performance no later than the end of the initial probationary period and inform the employee of the additional probationary period, if applicable

Probationary employees are immediately eligible for holidays, full pay for jury duty leave, and sick days. After sixty (60) workdays (per Section 4.3 of this Agreement), probationary 12-month employees are also eligible to use vacation, if applicable, under the terms of this Agreement. Probationary employees are eligible for health insurance on the 1st day of the month after thirty (30) calendar days of active employment. Probationary employees are not eligible for any other fringe benefit provided in this agreement, unless and until the employee successfully completes this probationary period. During this probationary period, the new employee will have no right to pursue a grievance under this Agreement and CHESS will not pursue a grievance on behalf of the employee. If, during this probationary period, the employee believes the Board has violated any of the employee's rights under this Agreement, the employee may present the issue to the Labor Management Committee, as provided in Article 2 of this Agreement. The probationary employee may not present issues of discipline, including discharge, to the Labor-Management Committee. Unless hired specifically for a stated temporary job, an employee retained after the employee's probationary period shall be considered a regular employee and for purposes of wage, benefits, and any reduction-in-force priority, the Board shall credit the employee with the days of service equal to the employee's probationary period.

Temporary employees, such as custodians or maintenance workers placed in the District by a temp agency on a substitute or short-term basis, have no rights under this agreement. If the temporary employee accepts a position as a permanent District employee, the probationary period begins from the first day of permanent employment.

ARTICLE 2.
LABOR-MANAGEMENT COMMITTEE

CHES and the Board recognize the importance of communication in maintaining good relationships and agree to meet as necessary, as mutually agreed upon, to discuss or clarify any items of concern. These meetings do not constitute bargaining.

CHES shall communicate with the Administration and the Administration shall communicate with the CHES executive board. The CHES executive board currently consists of a President, Vice-President, Secretary, and Treasurer.

ARTICLE 3. HOURS OF WORK

3.1. Normal Work Day and Week

The Board will schedule employees' workday and work week based on operational needs, consistent with regular use of school facilities. Subject to the Board notification, the chart below defines usual hours and days. This chart shall not be considered as a guarantee of minimum hours employees are required to work. The regular work week for employees is Monday through Friday.

If the Board determines that a change in the work day, work week, or number of shifts per day is necessary, before implementing change, the Board will provide CHES with written notice of the proposed change and discuss with CHES any impact that decision might have on employees.

The length of the normal work day shall be in accordance with the below chart. Starting and ending times for the normal work day will be established by the administration and will be changed as needed. Staff may not skip lunch or take their lunch break at other than normally accepted times to alter their normal workday, unless specifically approved by their supervisor.

At the end of each school year, CHES will be provided the Official School Calendar identifying holidays and the days of work for each job classification for the upcoming school year.

Description	Hours Worked (Excluding Lunch)	Working Days
9-month	7 & 8	180 minimum

- The work calendar includes five (5) days, encompassing student distribution and opening institute day. Days may be determined by administration, all student attendance days, Freshman Orientation Day, and the last day of student attendance (unless as one of the five days as determined by administration) for the school year.
- If a situation occurs in which the employee is unable to work during distribution, the employee may work other days if the building principal and employee mutually agree on days other than distribution.
- Special Education STRIVE, FLS, Life Skills, and FCS paraprofessionals at each building must be provided one (1) or more days for training purposes during the distribution period.
- All workdays for 9-month employees will be normal working hours (7:15 a.m. to 3:00 p.m.) unless other arrangements are made with the immediate supervisor and/or building administration and with the exception of School Improvement Days – Early Release. Hours worked will be the same as student attendance hours except for Food Service employees. The normal working hours of Food Service employees shall not be impacted by School Improvement Days—Early Release/special schedules. On these days, 9-month non-Food Service employees are dismissed from their duties only after those under the employee's direct supervision are dismissed. On days of final examinations, 9-month employees are to remain in the building, working the regular scheduled time unless the employee's supervisor dismisses the employee prior to the scheduled ending time. On Late Start

Monday dates, employees are expected to report to work from 7:05 a.m. to 2:50 p.m. unless other arrangements have been made with the immediate supervisor and/or building administration.

- In the event the length of the school year is increased for students from its current 176, work days will be adjusted on a 1:1 basis.
- The 9-month groundskeeper/custodial position is designated to work April through December.

Description	Hours Worked (Excluding Lunch)	Working Days
10-month	8	190 minimum

- This number includes all days on the Board-approved school calendar plus ten (10) days to be determined by administration and employee which include distribution. Days worked during summer hours will follow the summer work hour schedule.
- If a situation occurs in which the employee is unable to work during distribution, the employee may be asked to work other days by mutual agreement by administration and the employee.
- College & Career Advisors will not be required to work distribution but may volunteer if necessary.

Description	Hours Worked (Excluding Lunch)	Working Days
12-month Secretarial	8	235 minimum

- 12- month secretarial employees will be paid for the number of days worked according to the calendar generated by human resources.
- All but two (2) days during the period including winter and spring breaks are non-work days. The schedule for the two (2) days to be worked will be by mutual agreement by both the employee and immediate supervisor. In the event agreement is not reached with the employee(s), a lottery will be used to determine the work days.
- During the summer these employees will work a thirty-five (35) hour week, as scheduled by administration.

Description	Hours Worked (Excluding Lunch)	Working Days
12-month Custodial/Maintenance	8	245 minimum

- 12-month custodial/maintenance will be paid for the number of days worked according to the calendar generated by human resources.
- Overtime may be assigned as determined by administration according to the provisions of Section 3.2 Overtime.

- Whenever the Board requests an employee to work non-assigned times, and the number of hours worked in that work week is less than 40, the Board at its discretion will pay either the employee's regular wage, or instead of payment, may allow the employee to take time off in a subsequent work week equal to the amount of work during non-assigned times.
- Administration will work with the Building Operations Supervisor and building administration on the utilization of custodial/maintenance employees in areas not directly related to their job duties, during the employee's regular schedule of employment.
- The Building Operation Supervisor has the discretion to allow custodial/maintenance staff to leave as early as Noon on Fridays during the summer recess. The decision to not allow staff to leave early shall not be subject to the grievance or arbitration provisions in Article 10 of this Agreement.

3.2. Overtime

1. For purposes of determining overtime pay, the Board shall use a workweek of 12:00 a.m. Sunday through 11:59 p.m. Saturday.
2. All overtime must be pre-approved by the supervising administrator after consultation with the building administrator and, in the case of custodial/maintenance, by the Operations Supervisor.
3. Employees are not entitled to or guaranteed overtime but may be assigned to work overtime from time to time as directed by their supervisor. Employees who have other obligations that prevent them from working overtime on a particular occasion should notify their supervisor of that fact and will not be expected to work overtime.
4. Employees shall receive regular pay until that employee works 40 hours in a workweek subject to the conditions below.
5. Overtime is paid after 40 hours worked. The employee shall receive either overtime pay or compensatory time at the rate of the employee's regular hourly rate of pay times one and one-half (1.5).
6. With the exception of holidays and "non-work days" as designated in Section 3.4, the Board includes only time actually worked when computing whether an employee is eligible for overtime. That is, time not actually worked, such as personal days, sick leave days, and dock days, is not included. The employee's regular hours that would have been worked on a holiday designated in Section 3.4 or "non-work day" as designated in the final paragraph of Section 3.4 will count as actual hours worked for overtime purposes.
7. Employees working overtime shall provide their supervisor a time sheet of hours worked.

8. In case of an emergency where the pre-approval of extra work hours is not practicable, the Board authorizes the employee to perform whatever work is necessary to eliminate the emergency. The employee must attempt to notify a supervisor or administrator regarding any emergency as soon as possible.
9. In the event an employee is called into work on a holiday, the employee will receive double the employee's regular hourly rate for those hours worked, with no less than a two (2) hour minimum guarantee.
10. In the event an employee has left the school premises and is called back into work outside normally scheduled working hours, the employee will receive no less than a two (2) hour minimum guarantee.
11. In assigning overtime work, the Board may consider the following factors: (1) the availability of qualified volunteers, (2) the availability of qualified employees from other buildings, (3) the equitable distribution of overtime. Ultimately, the Board will assign overtime in its sole discretion.
12. The Board may issue compensatory time instead of overtime pay. If the Board/employee agree to compensatory time, the Board will not pay the employee for the time worked over 40 hours but will allow the employee to take time off with pay in a later week. Employees will earn compensatory time off at a rate of one and one half (1.5) hours for each overtime hour worked. An employee may use accrued compensatory time by requesting leave from the Board, and the Board will grant the request if operational needs allow, and the leave would not be unduly disruptive to the Board's ability to service the students and community.
13. With agreement of an individual employee and the direct supervisor, the Board may allow the employee to use flex time (e.g., temporarily alter their start and end time by equal amounts) if operational needs allow and the leave would not be unduly disruptive to the Board's ability to service the students and community. Flex time will not be used if the employee's workweek would exceed 40 hours as a result.

3.3. Lunch and Breaks

A duty-free unpaid lunch time will be provided for full time employees as follows:

		<u>Lunch</u>	<u>Paid Break(s)</u>
9-month	7-hour work day	45 minutes	None
9-month	8-hour work day	One Hour	(2) 15-minute
10-month	8-hour work day	One Hour	(2) 15-minute
12-month	8-hour work day	One Hour	(2) 15-minute
12-month	Custodial / Maintenance 8-hour work day	30 minutes	(2) 15-minute
Food Service	8-hour work day	30 minutes	(1) 15-minute
Food service	5-, 6-, or 7-hour work day	None	(1) 15-minute
Food service	3- or 4-hour work day	None	(1) 15-minute

Food service managers may work with food service employees to schedule breaks and lunch during the work day.

3.4. Holidays

The following holidays will be treated as non-work days (no additional pay for these days, but these holidays will not reduce the number of working days for which employees are paid as set forth in Section 3.1) and will be designated on the official work calendar as holidays for purposes of calculating overtime eligibility and custodian double-time holiday pay:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday or President's Day
4. Memorial Day
5. Labor Day
6. Columbus Day
7. Casimir Pulaski Day*
8. Thanksgiving Day
9. Christmas Day
10. Veterans Day *
11. Independence Day (12-month employees only)
12. Juneteenth (12-month employees only)
13. Election Day**

*If the Casimir Pulaski Day and Veterans Day holidays are waived by the Board, and thus those days are treated as working days, the District will designate alternate non-work days for those holidays on the official work calendar (for example, the Friday after Thanksgiving could be designated as an alternate holiday for Veterans Day, and a Friday in April (commonly referred to as Good Friday) could be designated as an alternate holiday for Casimir Pulaski Day). In that case, the double-time pay for custodians called into work on a holiday would apply to the alternate day(s) instead of Casimir Pulaski Day and Veterans Day.

**Should Election Day be required by law to be observed, the employer will recognize it as a non-work day, and the work day will be made up at another point during the work year.

If Christmas Day or Independence Day should fall on a Saturday or Sunday, then the following Monday will be the holiday. If New Year's Day falls on a Sunday, the District may observe that holiday during the preceding week so as to be able to resume school on Monday, January 2. Thanksgiving Friday, Christmas Eve, and New Year's Eve are non-work days but can be designated as alternate holidays (for example, Thanksgiving Friday is a non-work day and also may be designated as an alternate holiday for Veterans Day, and New Year's Eve can be designated as an alternate holiday for New Year's Day if New Year's Day falls on a Saturday). If Christmas Eve or New Year's Eve should fall on a Saturday or Sunday, then the preceding Friday will be the non-work day.

3.5. E-Learning and School Cancellation

3.5.1 E-Learning Days

On emergency days when school buildings are closed for in-person learning due to emergency circumstances, but the school day is conducted remotely (i.e., an e-learning day under Section 10-20.56 of the *School Code*), except as set forth in this Section, employees are required to work. Generally, employees will be expected to come in to work on such days, except for those employees who can provide e-learning services to students online and who have been informed (as defined in Section 3.5.2) by their supervisors to perform those services online remotely. Employees for whom the school closure precludes them from performing their regularly scheduled duties and who would have reported for work but for the closure may be assigned to perform remote work and/or training on the e-learning day as a basis for pay.

3.5.2 Cancelled School Days

Unless specifically excluded by this paragraph, all employees are required to work on days on which the Superintendent or designee has canceled school for the students. Employees will not be required to work on such days if the administration calls an employee and informs the employee to not report for work that day. "Informed" shall constitute an attempt to call, actual notification, or broadcast by radio station. In such circumstances, the Board shall not pay the employee for that day. 12-month employees may choose to use a vacation day, previously earned compensation day, personal day, or make the day up in place of that non-paid day. If an employee fails to work on a day that school is canceled for students, then the employee shall not receive pay for that day, unless, in the case of 12-month secretaries/clerical only, the employee is able to use any available vacation, previously earned compensation day, or personal leave day. There shall be no partial days allowed.

The above provisions do not apply to employees who the Board requires to work an additional school day due to a rescheduled school day. Those employees will not report to work on days which the Superintendent or designee has canceled for students and will not receive pay for those days, but will receive pay for the rescheduled school days.

In the event school has been canceled and employees are informed to report to work, employees, except for custodians (who may be called in earlier than their regular start time), may arrive to work up to one (1) hour later than the regularly scheduled start time. A release that is earlier than the regularly schedule end time on days where employees are at work and school has been cancelled is at the discretion of the building administration in consultation with the district office. In the event of a late arrival or early release under this paragraph, the employee will be paid for a full shift without need to make up the hours not worked; however, employees who are sick or elect to take a personal or vacation day on a school-cancellation day will have a full day deducted from their earned days.

**ARTICLE 4.
TIME OFF AND LEAVES**

4.1. Sick Leave

Except as outlined in this section 4.1, as of July 1 of each year, the Board shall provide fourteen (14) days paid sick leave, and these days may accumulate to the maximum creditable under IMRF regulations. If employment begins after July 1, the leave schedule is as follows:

- If employment begins between July 1st through December 31st 14 days
- If employment begins January 1st through June 30th 10 days

Personal days not used can accumulate as sick days so that the maximum number of sick days one can accumulate during any year of employment is 18.

In the event of employee absence due to illness, the employee must (a) enter the absence in the electronic attendance system and (b) call their immediate supervisor for each day of absence, unless the employee is on a Board-approved leave of absence. Notification of absence must be no later than one-half hour before the employee’s work shift is scheduled to start. In the event the employee is not able to call themselves in, then a member of their immediate family needs to make contact with the district. The employee must call in daily for as long as the employee is unable to come to work, unless the employee’s physician has communicated in writing the length of time the employee is to be out. Failure to call for three days in a row may be considered a resignation, and employment may be terminated.

If the employee has been continuously absent for a period of three (3) or more consecutive work days because of illness or injury, the employee may not report back to work until such time as the employee’s physician has authorized the employee to return to work without limitations or restrictions, or in the case of a documented disability, with restrictions that can be reasonably accommodated without undue hardship by the District. In the event the District requires a second physician to authorize the employee’s return to work, the District agrees to pay the cost of the examination.

Non-emergency appointments (doctor, dental, optometric, etc.) should be scheduled during non-work hours. Employees leaving work for any reason other than lunch must receive approval from their supervisor.

Sick days may be used preceding or following a holiday or vacation according to the provisions of the Illinois *School Code*. Use of a personal or sick day the day before or after a holiday is permissible if an emergency arises.

Personal and sick leave days may be taken in quarter day increments based upon the schedule below. All approval processes must be followed.

0-2 hours	0.25 day*
2:01-4 hours	0.5 day*

4:01-6 hours 0.75 day*
6:01-8 hours 1 day*
*(based upon full-time schedule)

4.2. Personal Leave

During each fiscal year, the Board shall grant four (4) days of personal leave without loss of pay. Employees may use up to two personal days consecutively. Except in the case of extreme emergencies, such as accidents or death in the immediate family, such leave shall not be granted the workday immediately preceding or following a holiday, break, or vacation, or during the first or last five (5) days of regularly scheduled student classes (not including examination days). The applicant for leave must notify the applicant's supervisor (custodial and maintenance personnel must notify the Building Operations Supervisor and the second shift supervisor, if applicable) or in the alternative, the building principal if the supervisor is not available. The immediate supervisor and building principal reserve the right to limit the number of applicants released at any one time.

Personal leave days shall not accumulate from year to year and may not be transferred from one employee to another. Employees may accumulate unused days as sick days. Except in cases of emergencies, the employee must submit written notice of the necessity for personal leave not less than three (3) work days prior to the expected leave day to the employee's supervisor or building principal. The determination of what constitutes an emergency will be the sole discretion of the superintendent or designee.

Personal leave days may be taken in quarter-day increments based upon the schedule in Section 4.1 (Sick Leave). All approval processes must be followed.

4.3. Vacation

The vacation policy of District 155 provides paid vacation for full-time 12-month employees. Vacation days are not earned via an accrual system, but rather are granted in lump sum allotments after completing the service requirements as set forth below. Vacation days must be used between July 1st and June 30th of the work year in which they are granted to the employee. Any vacation days unused by June 30th shall be lost. There will be no cash reimbursement for any unused vacation days, except as required by law.

New employees with less than one year of service will receive five (5) vacation days after completing sixty (60) work days of employment with the District.

Employees with at least one year of employment as of July 1 will receive vacation as follows:

<u>Years of service on July 1</u>	<u>Benefit</u>
Completion of year one (1) through year six (6)	10 days
Beginning of year seven (7) through completion of year 12	15 days
Beginning of year 13, and thereafter	20 days

For 12-month employees who begin employment in July, August, September, October, November, or December, they will be deemed to have completed their first year of employment as of the

following July 1 for purposes of accumulated years for extended vacation. In the event an unusual circumstance arises in June and a 12-month CHESS employee is denied use of available vacation by his/her supervisor, the employee may petition for vacation utilization the following month. Final decision on the use is by the Assistant Superintendent of Human Resources and is non-grievable if the employer provides in writing the rationale behind the decision.

Vacation schedules do need to be adjusted to make sure areas are covered at all times. Employees must arrange vacation times with their supervisor in order to meet department or office needs. An employee denied vacation has the right to discuss the denial with his/her immediate supervisor and/or the building principal.

The allotment of vacation days will not be provided to employees while on a leave of absence. The employee must be present and working to receive the allotment. Upon return from the leave of absence, the employee will be provided a prorated allotment of vacation days.

In the event a current 9- or 10-month employee of the District is transferred into a 12-month position covered under the CHESS agreement, the employee will immediately be granted vacation days in accordance with the above allotments based on the number of calendar years the employee has actually worked in the District (total of months in work year / 12 = XX rounded up to nearest whole number if at or above 0.50 and down if below 0.50). For example, an employee who has completed seven 10-month work years of employment with the District would be treated for vacation purposes as if he/she completed six years of employment with the District. (10 months x 7 work years = 70 months/12 = 5.83 years which is then rounded up to 6 years).

4.4. Exhaustion of Sick/Personal/Vacation Leave

An employee who does not report to work after exhaustion of all paid leave shall be docked pay for each day of absence. If such absence is not part of an FMLA or other approved leave of absence, in addition to docking the employee's pay for each day of absence, the District shall also proceed with progressive discipline as outlined in Section 11.1 of this Agreement for non-probationary employees and may proceed immediately to dismissal for probationary employees.

4.5. FMLA Leave

The *Family and Medical Leave Act* (FMLA) provides certain eligible employees up to 12 weeks of job-protected leave per year. FMLA leave is unpaid, except that employees whose FMLA leave also qualifies them for other paid leave (e.g., sick leave), that paid leave will run concurrently with the FMLA leave. It also requires that their group health benefits be maintained during the leave.

FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable leave for certain family and medical reasons defined in the law. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women. Employees may take FMLA leave on an intermittent or reduced schedule basis under certain circumstances defined in the law and subject to medical certification substantiating the need for such leave.

Employees are eligible for leave if they have worked for their employer at least 12 months, at least 1,000 hours over the past 12 months, and work at a location where the company employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,000 hours of service is determined according to FLSA principles for determining compensable hours or work. Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

Employees who would like additional information about their rights under the FMLA or about requesting an FMLA leave should contact the Assistant Superintendent of Human Resources. The Board shall provide any information regarding the FMLA at the employee's orientation.

4.6. Jury Duty

Any employee will receive his/her full salary when called for jury duty during the employee's regular work year. The employee shall surrender to the District any stipend received by the employee for jury duty. The employee may retain monies received for travel and other expenses for jury duty. The employee shall return to work any time during the workday that the employee is not required to be present for jury duty and would be able to work at least two hours that day.

4.7. Requesting Time Off

An employee requesting time off for any reason must give the Administration notice of intent to take leave within the time limits described in this Article. Emergencies are not subject to these time restrictions, but in the case of emergencies, the employee must inform the Board as soon as the employee knows of the need for leave of absence. Emergencies include unforeseeable absences. The Administration will require the employee to complete a request for time off via the District's employee management software system. The Administration may also request written verification of the reason for the leave as it deems necessary.

4.8. Terms and Conditions Applicable to All Time Off

Except as otherwise provided within this Agreement, or as required by law, all leaves of absence are unpaid. Employees shall not accrue additional leave days, holiday pay, retirement benefits and service credit during leave.

While on leave, the employee may not engage in other employment, unless the Administration approves in advance. Violation of this policy, or providing information to obtain a leave of absence that the Administration believes to be false, may result in discipline up to and including termination.

Throughout any leave of absence, the Administration may require periodic updates regarding the employee's intent to return to work and, if applicable, medical status including examination by a medical care provider designated and paid by the Board.

4.9. Workers' Compensation or Work-Related Injury or Illness

Unless totally incapacitated, an employee injured on the job must report the injury to the Employee's immediate supervisor and the Company Nurse hotline. Failure to timely report the injury may result in the denial of workers' compensation benefits and in progressive discipline. The employee reporting the injury to a supervisor may do so either orally or in writing. This does not replace the requirement to report to the Company Nurse hotline.

4.9.1. Required Documentation for Leave Due to Injury or Illness

In the case of absence due to injury or illness, the employee must require the physician to complete the medical certification form provided by the Administration and return the form to the immediate supervisor within fifteen (15) days of the date the employee receives the form. The employee must also sign a form to authorize the Board and/or its agents to obtain information regarding the employee's medical condition, the need for leave of absence, the eventual return to work, and any medical or insurance record that might be relevant to the employee's claim for benefits due to the employee's injury. The employee's failure to provide either the Medical Certification or the Authorization could result in the delay and/or denial of request for leave of absence, and in progressive discipline. Employee documentation related to one's health or medical condition are confidential and will be handled according to applicable law.

4.9.2. Terms During the Leave

Any qualifying short-term disability or absence due to a work-related injury or illness that lasts three (3) or more calendar days will be designated as FMLA leave, and any compensation to the employee shall be limited to the amount for which the employee may be eligible and payable by the Board's workers' compensation insurer.

4.9.3. Conditions for Returning from a Leave

Upon return to work from leave of absence of three (3) or more consecutive days due to a medical reason, the employee may be required to produce a physician's release to demonstrate the employee's ability to safely perform all essential functions of the employee's regular position with or without reasonable accommodation. The Board's decision not to require a physician's release shall not serve as a waiver of the Board to require such a release in other circumstances and shall have no precedential value whatsoever. The Board may also require the employee to complete a medical certification form prepared by the Board and submit to an examination by a physician of the Board's choice. The employee's failure to provide this information or to cooperate with the Board's efforts to obtain this information could result in termination. No employee will be allowed to perform work that violates a physician's restrictions. Any employee who refuses to follow a doctor's orders and performs work that violates the doctor's restrictions will not be allowed to return to work without a release to return to work with no medical restrictions.

4.9.4. Modified Duty

In an effort to rehabilitate an injured or ill employee who is physically unable to return to full duty, the Administration may offer a modified-duty position that the employee would be able to safely perform within medical restrictions. The Administration may issue progressive discipline to any employee who refuses to accept such a modified-duty assignment, unless the employee can produce medical evidence of the inability to safely perform the duties. The Administration considers failure to return to work for two days after a job offer from the Board and without notice from the employee to the Board as job abandonment, and will result in the employee's termination, unless the Administration and employee have mutually agreed to a specific extension.

Generally, modified duty will last for up to ninety (90) days, an employee will be paid at a wage equal to his or her duties, (i.e., the employee may not earn "full pay"), and an employee is expected to adhere to all work rules, attendance policies, and standards. The Administration will require the employee to sign a form acknowledging the temporary nature of the modified duty and all other terms and conditions of the modified-duty program consistent with this agreement.

4.9.5. Maximum Term for Leave of Absence

While the employee is temporarily disabled from the employee's pre-injury duties, the maximum leave of absence is any available sick days, or six months, whichever number is greater. The six-month period will begin to run on the employee's first day of absence due to injury or illness and will continue to run until the employee has returned to work and has performed regular duty work for ten (10) consecutive workdays. The six-month maximum leave of absence does not apply to the employee if there is a determination that the employee has a permanent restriction that prohibits the employee from performing any essential function of the position the employee held at the time of injury or illness.

ARTICLE 5. CHESS RIGHTS

5.1. CHES Concerns

CHESS shall be granted reasonable access to information concerning the financial condition of the district, including the annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other available and pertinent information which may be relevant to negotiations or processing of a grievance.

The Board shall provide the CHES president written notice of all regularly scheduled Board meetings and their agendas when they become available.

Upon written request, CHES shall be supplied with a list of bargaining unit employees and such requests may include asking of each employee's name, date of hire, position, COL Head, FTE, current salary schedule placement and current salary.

CHESS may use Board facilities for meetings with prior approval of the building principal or superintendent. All use of facilities will be during duty free time, and all must be returned to original condition and setup. The facilities may only be used at those times that they are not in use for other reasons. CHES may use Board equipment to the same extent and under the same terms as the district allows to other organizations.

CHESS shall have the right to use the district courier mail service, employee mailboxes, and district e-mail for communication to employees covered by this Agreement related to its responsibilities as the exclusive bargaining representative provided such literature is identified by CHES as to its source. CHES shall be able to use a designated bulletin board within each building for posting general and pertinent information items deemed appropriate by CHES.

5.2. Job Descriptions

During the term of this Agreement, CHES and the Administration will convene a committee to review and discuss job descriptions. The Administration retains its management right as set forth in Article 12 of this Agreement to determine the official job description of job duties for each position.

Official job descriptions and job titles for each position shall be maintained in the Human Resource Office at the District office. These shall be available for inspection by CHES upon proper request. Copies of all job descriptions and job titles along with any revisions thereto shall be given to the CHES President.

CHESS will provide input for reviewing and updating existing job descriptions and titles when inconsistencies arise.

5.3. Employee Notification of Assignments

Employees shall be given written notice of any change in the employee's assignment as soon as possible. Employees may discuss any change in assignment with the Superintendent or designee. Employees who have applied for a vacancy shall receive a written notification from the Board whenever the Board has hired another applicant to fill the vacancy.

5.4. Vacancies and Transfers

The Board will provide notice of all vacancies occurring within the District to CHES. The Human Resources administrative assistant will send an all non-certified staff e-mail announcing vacancies. A vacancy is defined as any position within this bargaining unit which is unfilled for any reason. A job description may be obtained from the District office. Decisions of whether and with whom to fill a vacancy shall be solely at the discretion of the Board.

Employees interested in a transfer may apply in writing to the Superintendent or designee within the posting period. If no vacancy exists but an employee seeks a future voluntary transfer, the employee may submit a written request to the Superintendent or designee at any time which requests a transfer to a position for which the employee is qualified. The Superintendent or designee shall keep such requests on file for one year and requests are renewable after one year upon written notice to the Superintendent or designee. The parties understand that by filing a request for a voluntary transfer, there is no guarantee that the employee will receive a transfer.

If the Board determines that an involuntary transfer of duties and/or classifications is appropriate, it shall notify CHES in writing and, upon request from CHES and the affected employee, discuss the effect of the decision upon the bargaining unit.

When a transfer occurs moving between a 9, 10, and 12-month basis, that employee will receive the difference of the new hire wage between the two positions added (or subtracted, as applicable) to their current hourly rate per Article 14. No transferred employee will earn less than the hourly rate established for new hires in the position they are assuming.

5.5. Implementation of Board Decisions

In the event the Board exercises its exclusive authority to discontinue any operation, program, or service, to change work standards, to change the assignment or work duties of any employee, to establish new or change existing job classifications and descriptions, or to sub-contract, and the Board determines that such decision could affect any unit employee's wages, hours, or terms or conditions of employment, the Board agrees that it will notify CHES of its decision, and upon request from CHES, it will discuss with CHES the possible impact of those decisions upon employees prior to implementing any of those decisions.

5.6. Personnel Files

Upon written request, an employee may review the employee's personnel file, up to two times per fiscal year. The administration shall provide the opportunity to review the personnel file within

ten business days of the employee's request. The employee shall have the right to add a written rebuttal to his/her personnel file. The employee may copy the contents of the personnel file, and the Board may charge a price for copies equivalent to the price the Board charges outside organizations for copies.

A unit employee, or CHESS designee, may review the unit employee's personnel file for purposes of investigating a grievance, provided the unit employee has expressly granted CHESS the right to examine the file.

5.7. Seniority

Definition: Seniority shall be defined as the length of continued service within the District as a bargaining unit member. Accumulation of seniority shall begin with the employee's first day of work while a bargaining unit member. A regular school year of student attendance shall constitute a year of seniority.

5.8. Reduction in Force/Recall

In the event of a reduction in force, the Board will lay-off employees based on the needs of the District. Generally, the Board will consider the employee's experience, skill, and ability to perform the essential functions of the position with or without reasonable accommodation when determining the order of a reduction in force. If these factors are equal for two (2) or more employees, then seniority shall govern. The Board shall provide no less than sixty (60) days' notice to an employee who will be laid off due to a reduction in force, unless the lay-off is the result of a natural disaster, such as, but not limited to, fire, tornado, or flood.

If the Board has eliminated any position due to lack of work, any employee terminated as a result will be placed on a recall list for six months. If the Board subsequently reinstates the position that it had previously eliminated, the Board shall first offer the position to the most senior, qualified individual on the recall list. The Board has the discretion to determine whether the employee is qualified.

Notices of recall stating the time and date when the Employee must report to work shall be sent by certified mail to the last address reported by the Employee to the District. The Employee must respond within the earlier of seven days after receipt of the letter, or two weeks.

5.9. Hazard and Safety Statement

An employee covered by this Agreement shall promptly report any instance of any hazardous condition or activity to the School District's administration. At each School District facility, the report shall be in writing to the employee's immediate supervisor. In the event the matter is not addressed, a copy of the written report shall be provided to the school Vice Principal or to the chief administrator of the facility if the facility is other than a school building. If no action is taken, then a copy of the report shall be delivered to the Operations Supervisor.

An employee covered by this Agreement shall promptly report any instance of physical injury to the Company Nurse hotline. If the injury is life threatening, immediately go to the school nurse and/or call 911 in accordance with building emergency procedures.

Employer will provide, at its expense, safety and protective equipment required by State and/or Federal authorities with jurisdiction over the District.

5.10. Association Leave

Each fiscal year, CHESSE may request up to three days of unpaid leave to allow a bargaining unit employee attend Association related business such as leadership conferences, officer functions, and other professional assemblies. CHESSE agrees to reimburse the District for any cost to procure a substitute while an employee is absent to attend Association related business. CHESSE shall provide the District at least two weeks' notice of its intent to use any of the three days allowed in this paragraph, or else the District will deny the request.

5.11. Uniforms

Custodial, Maintenance and Food Service employees, upon completing 60 days of active employment, shall be provided with five sets of uniforms. Each year thereafter, these employees shall be provided with two additional sets of uniforms. Uniforms must be worn at all times, without modification, during the employees' scheduled work hours. The Board reserves the right in all cases to define what constitutes a uniform. The employee shall be responsible for maintaining and cleaning uniforms. Employees shall return all uniforms upon resignation or dismissal.

It is agreed that the attire of staff is important in creating a positive environment for students, staff, parents, and the community.

Upon completing 60 days of active employment, custodians are eligible for reimbursement of up to \$150 per fiscal year for the purchase of footwear. Any footwear purchased in excess of \$150 will be the responsibility of the employee, and the amount in excess of \$150 will be subject to sales tax.

Upon completing 60 days of active employment, Grounds and Maintenance will receive up to \$250 per fiscal year for the purchase of safety toed footwear. Any footwear purchased in excess of \$250 will be the responsibility of the employee, and the amount in excess of \$250 will be subject to sales tax.

To be eligible for reimbursement, the foot wear must be (a) worn at work, (b) chosen from a list of designated stores and brands as determined by the Administration, and (c) purchased between July 15 and August 15 each calendar year. Additionally, to be eligible for reimbursement, custodians' footwear must be anti-slip/slip-resistant, and grounds/maintenance employees' footwear must have a safety toe.

5.12. Nurses' Office Duties

Support staff, unless employed specifically to work with the school nurse, shall not work for the nurse's office in instances when the nurse is out of the office. Instead, support staff may direct students to the appropriate Administrator for service. However, the Student Services Clerk will be assigned to assist the nurse with clerical duties.

5.13. Special Education Paraprofessional Training

Special Education STRIVE, FLS, Life Skills and FCS paraprofessionals at each building must be provided one (1) or more days for training purposes during the registration period.

5.14. Union Dues Deduction

- A. The Board, upon notification by the Association by means of a certified list, agrees to deduct from each pay period, September through June the member/employee's Association dues from his/her pay and remit such deduction to the Treasurer of the local Association no more than ten (10) working days after the payday for which the deduction is made. The Association shall certify a list of member/ employee names and amounts of the bi-monthly Association dues to be deducted. Dues deduction shall continue in effect from year to year unless terminated by written notification to the Association President and the Business office prior to September 1 of any school year or upon termination of an employee's employment by the Board.
- B. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notices of such action in writing to the Association, permits the Association intervention as a party if it so desires; and
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
- C. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

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 imperfect execution of the obligations imposed on it by this Article.

ARTICLE 6. EVALUATION PROCEDURE

6.1. Annual Evaluation

All employees shall have an annual evaluation. By October 1, an employee may request an orientation meeting with his/her supervisor to review the job description and expectations for the upcoming work year. In addition to the orientation meeting (if it is requested), the evaluation will include at least one meeting where the evaluation as well as methods to improve performance are discussed. Prior to the last day of the employee's work year, a copy of this annual evaluation will be provided to the employee, the employee's supervisor, and placed in the employee's personnel file.

6.2. Employee Acknowledgement

The employee's signature to the annual evaluation will signify that the employee has seen the evaluation. The employee should sign the evaluation. Each employee shall have the right to respond in writing to an evaluation and to have such response attached to the evaluation in his/her personnel file.

6.3. Evaluation and Progressive Discipline

An unsatisfactory or progressing summative evaluation will result in the employee receiving 50% of the raise given to other employees that year. A proficient or commendable summative evaluation will result in the employee receiving the full raise. The evaluations will be carried out by an employee's immediate supervisor and reviewed for approval by building and/or district administration.

6.4. Attendance

If a non-probationary employee uses in excess of their accumulated sick leave days during the work year and such excess absences do not qualify for FMLA leave or are not otherwise pre-approved by the employee's supervisor, the employee shall not receive an evaluation rating higher than proficient and will be placed on probationary status for sixty (60) work days.

6.5. Evaluation Committee

Upon request by either party, CHES and the Administration will convene a committee to review and discuss the current evaluation plan. No changes will be made to the procedural aspect of the employee evaluation procedures without the mutual consent of the Administration and the CHES Association. However, the Administration retains its management right as set forth in Section 12.1 of this Agreement to determine the criteria and format aspects of the evaluation plan.

ARTICLE 7.
TRAINING AND EDUCATIONAL BENEFITS

All training days required by the Board will be treated as paid workdays. The Board will pay all fees and expenses required in connection with all college courses and workshops that the Board requires of employees, but only upon successful completion of the course or workshop.

CHES bargaining unit members may participate in District 155 staff development workshops designed for the certified staff if there are seats available in the workshop after the certified members have enrolled. There will be no stipend or compensation for attending these workshops, but a certificate of completion may be presented to the unit member participant. The Administration and CHES will meet through Labor-Management to discuss staff development training designed to enhance job performance.

ARTICLE 8.
TRAVEL REIMBURSEMENT

Job related travel that the Board requires of employee will be compensated at the then-prevailing IRS rate. Mileage for travel between home and work will not be compensated.

**ARTICLE 9.
INSURANCE**

9.1. Insurance for Retirees

Retirees of the Board may continue with the Board’s health insurance plan under the provisions of the Illinois Continuation of Health Insurance Act. Participants shall pay the entire amount of the cost of insurance.

9.2. Disability Insurance

Disability benefits are available through the Illinois Municipal Retirement Fund (“IMRF”) for employees meeting IMRF requirements.

9.3. Health and Diagnostic Insurance

For the 2023 calendar year, the Board of Education shall pay the following percentages of the PPO and HMO health insurance premiums for all eligible employees regularly scheduled to work at least 30 hours per week covered under this agreement. The Board’s contribution toward health insurance premiums may change in the future pursuant to the Insurance Renewal Procedure set forth in Section 9.11. Employees whose first day of employment with the District is after June 30, 2023, shall only have access to the high-deductible health plan (“HDHP”).

Plan choice	PPO	HMO	HDHP
Employee	78.86%	90.66%	90%
The District will contribute the following amount toward these coverage levels in addition to the Employee-only coverage contribution:			
+ Spouse	51.72%	55.67%	50%
+ Child(ren)	51.72%	55.67%	50%
+ Family	52.85%	57.15%	50%

In addition, for all but the final two years of this Agreement (i.e., FY 24, FY25, and FY26), the Board will make a contribution to a Health Savings Account (“HSA”) for employees enrolled in the HDHP in the following amounts:

HSA Contribution	
Employee	\$1,825.00
Employee + Spouse	\$2,737.50
Employee + Child(ren)	\$2,737.50
Employee + Family	\$3,650.00

For the final two years of this Agreement (i.e., FY27 and FY28), the Board will make a contribution to an HSA for employees enrolled in the HDHP in the following amounts:

HSA Contribution	
Employee	\$1,250
Employee + Spouse	\$2,500
Employee + Child(ren)	\$2,500
Employee + Family	\$2,500

The Board will not enter into any special agreements or refunds because of duplication of coverage when a spouse is covered under a similar plan with the same insurance company or other insurance organization.

If an employee who is eligible for the Board contribution outlined above does not enroll in the District 155 health, optometric/vision, or dental plan (i.e., not enrolled in any of the three) and works the entire semester, the employee shall receive a \$500 payment for each semester (July 1-December 31 and January 1-June 30) not enrolled in the District 155 health insurance plan. If the Employee is hired partway through a semester (as defined in this paragraph), his/her payment will be prorated for the portion of the semester worked. This payment will be paid after the end of each semester.

9.4. Optometric Insurance

For employees regularly scheduled to work at least 30 hours per week, the Board shall pay the entire cost of the premium for the single employee and contribute this amount toward the cost of the family protection plus one-half (1/2) of the cost of dependent coverage for optometric insurance. Optometric insurance provided under this section shall be for the full calendar year.

9.5. Dental Insurance

For employees regularly scheduled to work at least 30 hours per week, the Board shall pay the entire cost of the premium for the single employee and contribute this amount toward the cost of the family protection plus one-half (1/2) of the cost of the dependent coverage for dental insurance. Dental insurance provided under this section shall be for the full calendar year.

9.6. Health, Optometric, and Dental Insurance for Food Service Employees Hired before July 1, 2000

All food service employees hired before July 1, 2000, and who do not work at least 30 hours per week will receive the Board benefit package as identified above in Sections 9.3, 9.4, and 9.5.

9.7. Reservation of Rights

The Board reserves the right to change insurance carriers or to implement changes to any insurance coverage or policy solely at its discretion, provided that any new insurance carrier provides coverage that is consistent with health and welfare insurance coverage the Board provides to the teaching staff. Two (2) CHESS employees shall be appointed by the CHESS Executive Board to participate in all meetings and committees that discuss Health, Dental, Optical, and Life insurance.

9.8. Flexible Benefit Program “125” Plan

The Board will offer a voluntary “125” plan for health insurance premiums. This will be at no cost to the Board and subject to the restrictions of the Internal Revenue Service.

9.9. Insurance Parity

Plan eligibility will exclude spouses who are employed and eligible for health insurance coverage under their employer’s group health insurance plan; however, as a component of the insurance plan, District 155 will achieve parity for spouses of employees utilizing family health insurance. Compensation will be based on:

1. Reimbursing employee premium differential
2. Reimbursing in-network expenses equal to current
 - a. Deductible;
 - b. Co-insurance;
 - c. Co-pays;
 - d. Cash in lieu (if applicable).

District 155 reserves the right to allow a spouse to continue on the District 155 medical plan if the District believes it is in its best interest to do so.

9.10. Term Life Insurance

The Board shall provide for each member of the bargaining unit a term life insurance policy in the amount of double the individual’s base salary, rounded to the nearest \$1,000.

9.11. Insurance Renewal Procedure

At the end of any insurance year, if the total premiums paid exceed the total amount of claims paid for the year, any excess shall be paid into the health insurance stabilization fund to reduce any deficit in the stabilization fund and will not be distributed to the members. Thereafter, if any surplus remains, such surplus shall be used to pay any increase in the cost of health insurance premiums for the following year. Any interest earned from the money in the health insurance stabilization fund will remain in the fund. CHESS will be provided with a copy of the balance of this account monthly.

In the event that there is no surplus in the stabilization fund or such surplus is not enough to pay the entire increase in the cost of the health insurance premiums for the following year, the Board may exercise its right under Section 9.7 of this Agreement to implement changes to the Health and Diagnostic Insurance plan in an effort to reduce or eliminate any increase in the cost of the health insurance premiums for the following year. Notwithstanding the above paragraph regarding the Board's contribution towards the cost of the premium, any remaining increase for the following year shall be split (a) 50/50 between the employees and the Board for PPO and HMO plans; (b) 90/10 between the employees and the Board (Board paying 90% of the premium increase and employee paying 10% of the increase) for the HDHP single; and (c) 50/50 between the employees and the Board for the HDHP for anything over single coverage.

ARTICLE 10. GRIEVANCE AND ARBITRATION PROCEDURE

10.1. General Provisions

1. Grievance – the term grievance as used in this Agreement shall mean a complaint that there has been an alleged violation or misapplication of any express provision of this Agreement.
2. Every CHES Association member covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration or having it adjusted without intervention or representation of Association representatives.
3. A CHES Association member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
4. Any CHES Association member has a right to be represented by the CHES Association in the grievance procedure. The CHES Association member shall be present at any grievance discussion when the administration and/or the CHES Association deem it necessary. When the presence of a CHES Association member at a grievance hearing is requested by either party, illness or other incapacity shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the CHES Association is not represented in the grievance procedure, the CHES Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any terms or conditions of this Agreement.
6. Grievance conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present, and will be held, insofar as possible, after regular school hours or during non-working time of personnel involved. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. When grievance conferences are held at the option of the administration during school hours, all CHES Association members whose presence is required shall be excused with pay for that purpose.
7. It is agreed that any investigation or other handling or processing on any grievance by the grieving CHES Association member or CHES Association representatives, shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the CHES Association staff.

8. All time limits are stated herein. However, in the event a grievance is submitted on or after June 1st, the time limits specified in Steps 1-3 shall be shortened to seven (7) calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the administration and the CHESSE Association.
9. All grievances shall be submitted in writing and shall be in the form of a "Statement of Grievance." The Statement of Grievance shall name the employee involved, if applicable, shall state the facts giving rise to the grievance, shall identify the provision(s) of the agreement alleged to be violated, shall state the contention of the grievor and/or of the CHESSE Association or Board, with respect to the provision(s), and shall indicate the relief requested.

10.2. Procedures

- Step 1.** Within ten (10) school days of the time a grievance arises, or within ten (10) school days of when the grievance should reasonably have become known, the CHESSE Association member will present the grievance to his/her immediate supervisor. Free and informal communications are encouraged. Within ten (10) school days after the presentation of the grievance, the supervisor shall give his/her written answer to the grievor. At the request of the grievor, the grievor shall submit a "Statement of Grievance."
- Step 2.** If the grievance is not resolved in Step 1, the grievor or the CHESSE Association representative may, within ten (10) school days of receipt of the Step 1 answer (written or oral), submit to the building principal, or if the grievance is a District issue, to the Assistant Superintendent of Human Resources, a written "Statement of Grievance" signed by the employee. Within ten (10) school days of the receipt of the Step 2 grievance, the building principal/Assistant Superintendent of Human Resources shall hold a Step 2 grievance conference. Within ten (10) school days of the Step 2 grievance conference, the building principal/Assistant Superintendent of Human Resources shall issue a written Step 2 grievance answer.
- Step 3.** If the grievance is not resolved in Step 2, the grievor or the CHESSE Association may, within fifteen (15) school days of the Step 2 grievance conference, submit a Step 3 grievance to the Superintendent. Within ten (10) school days of the receipt of the Step 3 grievance, the Superintendent, and/or other representatives of the Board, shall hold a Step 3 grievance conference. Within ten (10) school days of the Step 3 grievance conference, the Superintendent shall issue a written Step 3 grievance answer.
- Step 4.** If a satisfactory disposition of the grievance is not made as a result of the conference provided for in Step 3 above, either the Board or the CHESSE Association shall have the right to appeal the dispute to final and binding arbitration under and in accordance with the *Voluntary Labor Arbitration Rules* of the American Arbitration Association. Such appeal must be taken within thirty (30) days from the date of the

conference provided for in Step 3 above unless a longer time is jointly agreed upon between the parties.

10.3. Failure to Act

If a grievance is not filed by the employee or CHESS Association within the time limits set forth above, it shall be considered waived and may not be further pursued. If the Board does not answer a grievance or an appeal thereof within the specified time limits, the CHESS Association and/or grieving employee(s) may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. Any grievance not advanced to the next Step by the CHESS Association within the time limit in that Step shall be deemed withdrawn and if withdrawn, shall be treated as though it was never filed. Time limits may be extended by the Board and the CHESS Association in writing, at which point the new date shall prevail.

10.4. Use of Grievance Procedure

It is recognized by the parties hereto that the grievance procedure herein established is an important tool in the maintenance of sound Board-CHESS Association relations. It is therefore agreed that said CHESS Association will expend every effort to discourage the use of this procedure for frivolous complaints or grievances and further pledges that said procedure will not be used as a device to harass or otherwise unduly interfere with the assigned duties of the administration.

10.5. Expenses

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the CHESS Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

10.6. Powers of Arbitrator

The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of this Agreement.

10.7. Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

ARTICLE 11. DISCHARGE AND DISCIPLINE

11.1. Discipline

The Board shall have the authority to discharge or otherwise discipline employees. With respect to offenses that the Board has determined are less serious than those warranting immediate discharge, the Board agrees with the tenets of progressive and corrective discipline, will provide due process to the employee, and expects to apply the following progressive discipline in those cases:

- A. First Offense - oral warning that is documented in writing;
- B. Second Offense - written warning; and
- C. Third Offense - discharge.

If the Board determines that an employee is not meeting the Board's working standards, the employee is not entitled to progressive discipline, but rather the Board shall allow the employee up to 30 days to improve performance. If the employee fails to improve performance by meeting the Board working standards within the 30 days, the Board shall have the authority to terminate the employee's employment.

11.2. Board Investigation

The Board or designee may suspend an employee pending an investigation of the alleged violation of a Board rule or policy. If alleged violations are not substantiated, the employee will be reinstated.

11.3. CHES Representation

When an employee becomes aware of possible disciplinary action being taken against the employee, the employee may request representation by CHES, who works for the Board, and the Board shall afford the employee 24 hours to secure such representation, except in emergency circumstances.

11.4. Termination of employment

Termination of employment reasons include:

- Resignation: voluntary employment termination by an employee;
- Discharge: involuntary employment termination by the district;
- Layoff: involuntary employment termination by the district;

- Retirement: voluntary employment termination by the employee, provided employee has met the requirements for retirement by IMRF.

Human Resources will schedule exit interviews at the time of employment termination. The exit interview is an opportunity to discuss such issues as employee benefits, suggestions, and complaints.

ARTICLE 12. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, CHESS recognizes the traditional and exclusive right of the Board to make and implement decisions with respect to the operation of the District and to make and direct the affairs of the Board in accordance with its statutory duties and authority in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- to plan, direct, control, and determine all the operations and services of the Board;
- to establish the qualifications for employment and to employ employees;
- to determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto;
- to determine the criteria and format aspects of any evaluation plan;
- to use time clocks;
- to determine the methods, means, organization and number of personnel by which operations are conducted and equipment used;
- to contract for temporary services;
- to assign overtime; to make, alter and enforce policies, rules and regulations consistent with this Agreement;
- to transfer employees;
- to terminate, suspend, and discipline employees;
- to change, add to, or eliminate existing methods, equipment, or facilities; and
- to carry out the mission of the Board.

If the Board exercises any authority under this Article, there shall be no grievance, unless the exercise of that authority violates another Article of this Agreement.

The Board and CHESS recognize their respective rights under all applicable Illinois state and federal law, unless specifically modified under this agreement including, but not limited to: IDOL, Illinois State Law, IELRB, ISBE, Community High School District 155 School Board Policy, the Constitution of the State of Illinois, and the Constitution of the United States, unless otherwise specified in this Agreement.

ARTICLE 13.
PROHIBITION OF STRIKES AND LOCKOUTS

During the term of this Agreement, or any extension of this Agreement, employees covered by this Agreement shall not engage in, authorize, or instigate a strike of any kind, including a sympathy strike, or any other intentional interruption of the operations of the District. This does not prohibit employees covered by this bargaining unit from engaging in other concerted activity, including picketing, outside work hours, provided they do not interrupt the operations of the District.

ARTICLE 14. COMPENSATION

14.1. Positions and Levels

Job Category	Level	Position Titles
Food Service	Level 1	Food Service Worker
Clerical	Level 1	Attendance Clerk, Library Secretary, Office Clerk, Student Services Clerk, Substitute Coordinator, General Secretary/Switchboard
	Level 2	Registrar, Admin Assistant to the Vice Principal, Admin Assistant to the Athletic Director, Admin Assistant to Special Education Division Leader, Admin Assistant to Student Services Coordinator, Admin Assistant to the Dean of Students
	Level 3	College and Career Advisors, Interpreter & Family Outreach Specialist
Paraprofessional	Level 1	Paraprofessional (ISS), Paraprofessional (Lit Center), Paraprofessional (Math Center), Paraprofessional (Study Hall)
	Level 2	Paraprofessional (ELL), Paraprofessional (Special Ed)
Custodial	Level 1	1st Shift Custodian
	Level 2	2nd Shift Custodian
	Level 3	Grounds Custodian, Painter, 9-month Groundskeeper
	Level 4	2nd Shift Supervisor
Maintenance	Level 1	Maintenance Worker

New hires will be paid at the applicable starting rate set forth in Appendix A based on job classification and level of hire. Additionally, the Assistant Superintendent of Human Resources may increase a new employee’s initial hourly rate by up to \$3.00 per hour to take into consideration prior job experience or an area of need, subject to the approval of the Board. Any subsequent wage movement will be in accordance with this Agreement.

14.2. Wage Increases for Existing Employees

The hourly rate increases for employees who are employed from one fiscal year to the next will be increased on July 1 of each year of this Agreement by the following amounts:

- 2023-2024: 5.75%, with Custodians also receiving an additional 0.25%
- 2024-2025: 5.25%, with Custodians also receiving an additional 0.25%

- For 2025-2026, 2026-2027, and 2027-2028 school years, the percentage increase shall be the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two (2) calendar years prior to the year in which taxes are actually extended (collected) (e.g., December 2023 for 2025-2026, etc.). Notwithstanding the percentage increase in the annual CPI-U, however, the increase shall not be lower than 3% and shall not exceed 5%.

14.3. One-Time Inflation Adjustment

An inflation adjustment is a one-time bonus based on the employment year preceding July 1, 2023. Each employee will receive the following in a separate payroll check, which is non-compounded, at the end of the 2022-2023 fiscal year only.

YOS (counting full years of service (July 1-June 30) in a CHESS position only)	One-time Payment
00 to 04 years	\$500.00
05 to 08 years	\$750.00
9th year	\$1,000.00
10 to 20 years	\$2,000.00
21 years and beyond	\$3,000.00

14.4. Differentials for Specialized Services

1. **Translation/Interpreting Services.** Employees who are designated by the Administration to regularly perform translator and interpreter services for the District in a given school year will be paid \$1.00 per hour more than their current hourly wage. This differential will be applied to their hourly rate for all work, not just for time spent performing translator or interpreter services. The Administration has the sole discretion to determine the number of employees who will perform these services and receive this differential pay in a given school year. This differential is not guaranteed from year to year and will not be included when calculating the employee’s annual wage increase. To qualify for this differential, employees will be required to satisfy, in the District’s sole determination, an internal written and verbal screening to assess proficiency in translation and interpretation and may be required to successfully obtain the appropriate certificate or endorsement qualifying them to provide translator and interpreter services. Employees who provide ad hoc translating/interpreting services will receive this pay differential but not be deemed to have transferred into the position of District Translator/Interpreter (and thus, Section 14.5 will not apply)

If an employee who has been designated by the Administration to perform translator and interpreter services for the District in a given school year is required

by Administration to perform these services outside of normal contract hours, they will be paid \$45.00 per hour for such work.

2. **Paraprofessionals Providing Personal Care to Students.** Paraprofessionals who are designated by the Administration to regularly perform personal care (e.g., toileting, feeding, and/or diapering duties) will be paid an additional \$1.50 per hour to perform these duties. Paraprofessionals who transition out of these roles voluntarily or involuntarily will no longer receive this additional compensation. The Administration has the sole discretion to determine the number of employees who will perform these services and receive this differential pay in a given school year.

14.5. Employee Transfers/Reassignments Between Wage Levels

Employees who transfer or are reassigned from a position in one level of the wage schedule in Appendix A to a position in a different level of the wage schedule will have their hourly rate increased or decreased, as applicable, by the difference in pay between the starting pay for the two levels (e.g., Employee X, a Level 2 Clerical, desires to transfer to Level 1 Maintenance. If, in that year, the Level 1 Maintenance new-hire wage was \$25.29/hour and the Level 2 Clerical new-hire wage was \$20.97, Employee X's then-current hourly rate would be increased by \$4.32).

14.6. Longevity Pay

If a staff member retires after fifteen (15) years of employment with District 155, he/she is eligible to receive a gift (value to \$200.00) or a check for \$200.00.

14.7. 403(b) Plan Matching Program for IMRF Employees

The District shall provide an employer match of annual salary up to the limits specified below to a qualified IMRF individual's contribution to a voluntary 403(b). To qualify to participate in this matching program, the member must be contributing from their salary to a 403(b) account recognized by the District's 403(b) third-party-provider account, and the member must meet the following requirements:

- Match Calendar: District matches \$1 for every \$2 the employee contributes
- Calendar Year Max Board Contribution: \$500

To utilize this benefit, members simply need to contribute to a 403(b) through payroll via the District's third-party 403b provider (OMNI) up to that calendar year maximum. The funds added to the account will not be added to the rates set forth in Appendix A. Upon pay periods, retirement, or separation, the member may withdraw the funds in the account, consistent with IRS regulations.

For payroll purposes, each voluntary employee contribution will be 50% matched independently up to the calendar year (which coincides with Internal Revenue Code requirements) maximum.

ARTICLE 15. EFFECT OF AGREEMENT

15.1. Severability

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

15.2. Mutual Respect

Employees are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate supervisor and, as appropriate, consult with management. Administrators and supervisors will listen to employee concerns, encourage input, and seek resolution to their problems/issues.

15.3. Complete Agreement

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

The parties acknowledge that during the negotiations that resulted in this Agreement and any appendices, each had the unlimited right and opportunity to make demands and proposals, with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, unless both parties agree in writing, neither the Board nor CHESS for the life of this Agreement, shall raise any issue or matter that is addressed in this agreement, or was addressed during negotiations and is not included in this agreement. The Board and CHESS further agree that if during the term of this agreement both parties agree that an issue was not raised and not foreseeable during negotiations, either party can seek negotiations over the issue. Any modification or supplement to this Agreement to be effective must be reduced by the parties to writing and executed by the proper representatives of each party.

15.4. Duration of Agreement

This Agreement shall be in effect from July 1, 2023, through June 30, 2028. Thereafter, either party must give written notice no earlier than 120 and no later than 90 days before the expiration of this Agreement, or any extension, of its desire to modify or terminate this Agreement. If such notice is given, the party initiating the negotiations shall submit to the second party a list of those items proposed for negotiations. Upon receipt, the party receiving the notice and list of items for negotiations may add other items for negotiations.

The parties hereto have executed this Agreement on May 16, 2023.

In Witness Whereof

**For the Board of Education
Community High School District 155**



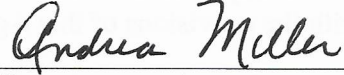
President

**For the High School District 155
Community High Education Support
Staff (CHESS) IEA/NEA**



President

Attest



Secretary *Pro Temp*

**APPENDIX A.
Starting Wages**

Job Category	Level	2023-24 Starting Rate	2024-25 Starting Rate	2025-26 Starting Rate	2026-27 Starting Rate	2027-28 Starting Rate
Food Service	Level 1	\$14.00	\$15.00	\$15.38	\$15.76	\$16.15
Clerical	Level 1	\$16.79	\$17.21	\$17.64	\$18.08	\$18.53
	Level 2	\$20.97	\$21.49	\$22.03	\$22.58	\$23.15
	Level 3	\$24.18	\$24.79	\$25.41	\$26.04	\$26.69
Paraprofessional	Level 1	\$16.84	\$17.26	\$17.69	\$18.13	\$18.58
	Level 2	\$17.82	\$18.27	\$18.72	\$19.19	\$19.67
Custodial	Level 1	\$17.38	\$17.81	\$18.26	\$18.71	\$19.18
	Level 2	\$17.65	\$18.10	\$18.55	\$19.01	\$19.49
	Level 3	\$19.03	\$19.51	\$20.00	\$20.50	\$21.01
	Level 4	\$20.97	\$21.49	\$22.03	\$22.58	\$23.14
Maintenance	Level 1	\$25.29	\$25.92	\$26.57	\$27.23	\$27.91

APPENDIX B.
Letter of Understanding

1. Eligibility criteria and changes for insurance “parity” are not recognized as contractual issues.