

**AGREEMENT**

**Between**

**The Board of Education**

**Lemont Township High School District 210**

**Cook/DuPage Counties of Illinois**

**and the**

**Lemont Support Staff Association, IEA-NEA**

**July 1, 2023 - June 30, 2026**

## **PREAMBLE**

This Agreement, between the Board of Education of Lemont Township High School District 210, Cook and DuPage Counties, Lemont, Illinois (the “Board”), and the Lemont Support Staff Association (“LSSA”), incorporates a number of understandings which derive from the Parties’ mutual belief that each student is entitled to an education of the highest quality and that the attainment of this objective is dependent upon the quality and morale of the employees.

## **ARTICLE 1 - RECOGNITION AND BOARD RIGHTS**

### **1.1 Recognition**

The Board hereby recognizes the LSSA, a local affiliate of the IEA/NEA, hereinafter referred to as the “Association,” as the sole and exclusive bargaining representative for all regularly employed full-time and part-time personnel employed by Lemont Township High School District 210 in the job title/classification of Paraprofessional/Paraeducator, hereinafter referred to as “Para,” with regard to salaries, working hours, grievances, and specific items that pertain to educational development and growth of Paras and working conditions. Excluded from this unit are all supervisory, managerial, confidential, and short-term employees and students as defined in the Illinois Educational Labor Relations Act.

### **1.2 Board Rights**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion, and to assign, promote or transfer all such employees.
- C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
- D. To determine work schedules and assignments of Paras.
- E. To subcontract duties, work assignments or positions performed or held by members of the bargaining unit subject to the provisions of 105 ILCS 5/10-22.34c, provided, however, that the Board shall advise the Association of its decision to subcontract at least three (3) months prior to implementation. The Board agrees to meet with the Association to discuss the decision to subcontract and to negotiate the impact, if any, of its decision to subcontract bargaining unit work. Any subcontracting relationships formed by the Board shall not be interpreted to invest in such subcontractors or their employees the status of assignees of

the rights of this Agreement; nor shall the same be deemed to invest in such subcontracting agencies the status of co-employer with the Board of Education.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations, procedures, and practices in furtherance thereof, shall be limited by the specific express terms of this Agreement.

## **ARTICLE 2 - PARAPROFESSIONAL /ASSOCIATION RIGHTS**

### **2.1 Non-Discrimination**

The Board shall not discriminate against any Para for reason of race, creed, color, marital status, age, disability, sex, sexual orientation or national origin, or other protected classification.

Any dispute regarding this section will be resolved in-district, if possible, by means of Step 1, 2, and 3 of the Grievance Procedure but not by means of Step 4 of the Grievance Procedure. The Parties agree that the Para may pursue the matter by means of the appropriate governmental administrative agency or court due to the expertise of the agency or court.

### **2.2 Paraprofessional Discipline**

Rules and regulations governing Para conduct shall be reasonable, and enforcement of Para discipline shall be fair and based on just cause.

Upon ratification of this Agreement, newly hired Paras, shall be classified as probationary until they have been employed for one (1) calendar year. Probationary Paras shall serve at the will of the Board and the provisions of this section shall not apply to such Paras.

A verbal warning shall proceed formal discipline and not be considered part of the formal disciplinary process.

Formal discipline includes formal written warnings, formal written reprimand, formal suspension with or without pay, and termination.

The Board reserves the right to choose the appropriate disciplinary action, when it is determined that a Para has engaged in gross misconduct (e.g., criminal activity, sexual misconduct, illegal substance abuse, alcohol use while on duty, theft, fraud, etc.).

A Para directed to attend an investigatory meeting with Administration shall be provided a minimum of forty-eight (48) hours' notice and shall have the right to an Association representative at the Para's request. If a Para's immediate supervisor deems that a matter requires immediate attention, the Para may not receive the forty-eight (48) hour notice. However, the Para is entitled to bring an Association representative to the investigatory meeting. For any discipline issued other than termination, a Para and his or her Association representative may request a hearing with the Superintendent. If dismissal is indicated, such recommendation shall be presented to the Board of Education for action. A Para may be dismissed under the above procedure after being afforded an opportunity to appear before the Board of Education in closed session during a regularly scheduled Board meeting. When a Para is required to appear before the Board, the Para shall be

advised of the reason(s) for the meeting in writing at least five (5) workdays prior to the Board meeting. In the case of an extreme emergency, the Para shall be notified as soon as practicable. The Para shall be entitled to have a representative of the Association at the Board meeting.

### **2.3 Personnel File**

The official personnel file for each Para shall be maintained in the District office. Except as limited by the Illinois Personnel Record Review Act (IPRRA), no material shall be placed in the file unless the Para has been made aware of the material and had an opportunity to read such material. The Para shall acknowledge that he/she has read such materials by affixing his/her signature on the copy to be filed. Signature does not indicate agreement. Each Para shall have the right, within forty-eight (48) hours of making a request, to review the contents of said Para's file to the extent permitted by the IPRRA and to place therein written reactions to any of its contents provided any such written reaction is submitted by the Para within ninety (90) calendar days following the date on which the material was added to the personnel file.

### **2.4 Reduction in Force (RIF)**

- A. Any reductions in personnel shall conform to the requirements and procedures specified in this section and otherwise in the School Code of the State of Illinois.
- B. If the Administration determines that a reduction in force (RIF) within the bargaining unit is necessary, the Association shall be given written notice of the reduction no later than five (5) workdays before the Board meeting at which final action on the reduction will take place. If a Para is removed or dismissed or the hours he or she works are reduced as a result of a decision of the School Board, written notice shall be mailed to the Para and also given to the Para either by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) calendar days before the Para is removed or dismissed or the hours he or she works are reduced, together with a statement of honorable dismissal and the reason for the dismissal.

The requirements of this section do not apply where the reduction in force is due to the unforeseen reduction in the student population under Section 10-23.5 of the School Code; in such a case, the affected Para(s) will be notified as soon as practicable prior to any public notice of said RIF so long as the written notice of dismissal or reduction in hours is mailed and given to the Para at least five (5) calendar days before the hours are reduced.

Failure to provide required notification of dismissal or reduction in hours does not impact the decision of the Board regarding a reduction in force. However, the affected Para(s) shall be entitled to full compensation for at least the required notice period.

- C. Seniority, for RIF purposes, shall be determined by the length of continuous service since the most recent date of hire, with the date of hire determined by the date that the Board of Education approves the hiring of the Para as a bargaining unit member. Where seniority is equal, ties shall be broken shortly after the date of hire by a drawing of lots by the Superintendent or designee with an Association representative present at the drawing.

Work performed outside the bargaining unit shall not be used for purposes of seniority accrual.

- D. A RIF shall be based on seniority in the District with the least senior person being honorably dismissed first and then moving up the seniority list.
- E. On or before February 1<sup>st</sup> of each year the District shall provide the Association President(s) a seniority list for all Paras showing their accumulated seniority credit, calculated in accordance with the provisions of this Section. If any Para believes there is an error in the seniority list, he/she must bring the error to the attention of Human Resources within ten (10) workdays after the seniority list is posted or no correction will be made.
- F. Recalls shall be in the reverse order of honorable dismissal, with the period of eligibility for recall established in accordance with the School Code. Notice of recall shall be sent by certified mail, return receipt requested, to the most recent address contained in the Para's personnel file. A Para must accept recall within ten (10) calendar days of the date of mailing of the notice of recall. Failure to do so results in a loss of all rights to recall.

## **2.5 Summer School**

- A. For purposes of this section, "summer school" means the Extended School Year (ESY) program.
- B. Para ESY positions shall first be offered to District 210 Paras. If an insufficient number of District 210 Paras apply, qualified outside applicants shall be considered.
- C. The summer school director shall notify selected Paras of their tentative assignments (contingent upon enrollment) no later than five (5) business days before the opening date of the summer session and of any subsequent assignment changes (such as cancellation of the class due to lack of enrollment) as soon as feasible.
- D. The hours of the Para workday shall be equal to the student attendance day, plus an additional fifteen (15) minutes before and fifteen (15) minutes after the student attendance day.
- E. Paras shall be paid their hourly rate from the school year prior to the commencement of summer school.

## **2.6 Association Business**

### **2.6.1 LSSA/Administration Meetings**

For purposes of maintaining communication between the Administration and the Association in order to discuss issues of mutual concern, the Parties shall form a committee, which shall meet at mutually agreed upon dates, times, and places. Each party may contribute items to a commonly developed agenda prior to each scheduled meeting. A summary of the meeting will be developed by the meeting participants.

### **2.6.2 Association Days**

The Association will be permitted to utilize up to a total of six (6) Para employment days for Association activities each school term. A maximum of two (2) Association members may be released on the same day to conduct Association Business. The Association shall reimburse the District for all substitute costs incurred.

### **2.6.3 Association Meetings**

The Association shall have the right to hold meetings on school property provided:

- A. Arrangements for facilities for such meetings are to be made and scheduled with the Superintendent or his/her designee at least forty-eight (48) hours prior to the anticipated use.
- B. Meetings shall in no way interfere with any aspect of the instructional program.

### **2.6.4 Payroll Dues Deductions**

- A. The Association shall provide the District with electronic copies of all Paras' written authorizations for Association dues deductions within thirty (30) days of receiving the authorization.
- B. Upon receiving written notification from the Association, the District shall commence dues deductions as soon as practicable, but in no case later than thirty (30) days after receiving notice from the Association. Para deductions shall be transmitted to the Association no later than thirty (30) days after they are deducted.
- C. The District shall rely on information provided by the Association regarding whether dues deductions were properly authorized, revoked, canceled, or changed, and the Association shall indemnify the District for any damages and reasonable costs incurred for any claims made by Paras for deductions made in good faith reliance on that information.

### **2.7 Board Packet**

If it is not publicly available, the Board shall provide the Association President with electronic access to a copy of the Board packet, exclusive of confidential information, at least forty-eight (48) hours prior to the Board meeting.

## **ARTICLE 3 - SCHOOL CALENDAR**

### **3.1 School Calendar**

The Association may provide input on the proposed school calendar at a LSSA/Administration meeting.

## **3.2 Work Year/Workday**

### **3.2.1 Work Year**

The regular work year for Paras will consist of 176 pupil attendance days, one (1) orientation day for freshman and transfer students, the first two (2) Teacher Institute Days of the school year and one (1) additional Teacher Institute Day, as determined by the Administration by the first student attendance day.

### **3.2.2 Work Hours**

Except as provided in this section, the length of the standard workday for full-time Paras shall not exceed seven (7) hours. Typically, there are 173 standard workdays and seven (7) shortened workdays for Paraeducators during the work year; shortened workdays of five and one-quarter (5.25) hours in length occur on School Improvement Planning (SIP) Days and on ALT early release days other than standardized testing days. The District reserves the right to convert shortened workdays to standard workdays to the extent that SIP Days or ALT early release days are not utilized or are discontinued for any reason.

On Wednesdays selected by the Administration, the Para workday shall include no more than fifteen (15) additional minutes to accommodate for the Advisory period.

Paras may be assigned transportation duty or Coffee House preparation for a maximum of fifteen (15) additional minutes each student attendance day.

All standard workdays include a duty-free unpaid lunch period of at least thirty (30) minutes. Coverage shall be provided for Paras in order to accommodate lunch periods.

### **3.2.3 E-Learning Days**

Paras shall be expected to perform duties as designated by the Administration.

In accordance with 105 ILCS 5/10-20.56 (d-10), the District shall pay Paras their daily, regular rate of pay and benefits rendered for any school closure or e-learning day if the closure precludes the Paras from performing their regularly scheduled duties and the Paras would have reported to work but for the closure. Such payment does not apply if the day(s) are rescheduled with the expectation the Para shall work and be compensated at their regular rate of pay.

## **ARTICLE 4 – EVALUATION**

### **4.1 Minimum Requirements**

Procedural aspects of the Para evaluation plan shall be bargained with the Association.

## **ARTICLE 5 - PARA COMPENSATION AND FRINGE BENEFITS**

### **5.1 Hourly Pay Rates**

Upon ratification of this Agreement, each Para shall receive an increase of five percent (5.0%) over their previous school term's hourly wage rate, or an increase of one dollar (\$1.00) per hour,

whichever is greater, for the 2023-2024 school term. Each succeeding school term thereafter that is covered by this Agreement, each Para shall receive an increase of five percent (5.0%) over their previous school term's hourly wage rate. Each Para employed after the date that this Agreement is ratified and adopted shall be paid as set forth in Section 5.1.1.

#### **5.1.1 New Hire Starting Rates**

The starting hourly rate for newly hired Paras shall be nineteen dollars (\$19.00) per hour during the term of this Agreement. A newly hired Para's hourly wage rate will increase by five percent (5.0%) annually, starting with the first day of the school term that begins after the Para's date of hire.

#### **5.2 Paid Holidays**

The Board shall grant as paid holidays the following twelve (12) days: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Pulaski Day, Spring Holiday and Memorial Day. Per diem compensation shall be paid for each of the holidays provided the Para has worked the last scheduled school day prior to the holiday and the first regularly scheduled day following the holiday.

#### **5.3 Twelve-Month Pay Schedule**

Para wages will be distributed in twenty-six (26) pays on a twelve (12)-month basis via direct deposit. Extra duty pay and miscellaneous reimbursements will be distributed via direct deposit.

#### **5.4 Overtime Pay**

All hours worked by a bargaining unit member in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the bargaining unit member's regular hourly rate in accordance with the Fair Labor Standards Act (FLSA).

#### **5.5 Personal Care Student Support**

Paras who regularly and consistently assist students who have profound disabilities with such things as toileting, diapering, menstruation assistance, feeding, and assisting with lifting and transferring in the bathroom shall receive a stipend. The Paras shall earn a \$400 stipend at the end of each semester.

#### **5.6 Compensation for Support of Students in Extracurricular Activities Outside of Standard Workday**

When opportunities arise for Paras to provide for extracurricular support for students with special needs outside of the standard workday, the following procedure shall be applied:

- A. Notification of extracurricular support for students shall be emailed exclusively to all Paras at least two (2) weeks prior to the date of the event, where practicable.
- B. Paras shall first be given the initial opportunity to volunteer for extracurricular support assignments ("slots"). Paras may accept up to four (4) slots or decline on the extracurricular sign-up sheet.



All Paras may thereafter volunteer for up to two (2) additional unfilled slots on a rotational basis, based on seniority (most senior to least senior) until all slots are filled.

- C. The Administration, at its sole discretion, may seek volunteers from outside the bargaining unit to perform unfilled slots. In instances where there are unfilled slots, all Paras may be assigned to these slots on a rotational basis, based on seniority (least senior to most senior). Paras may also be assigned in cases where there is an unforeseen slot. The Administration's decision to seek volunteers from outside the bargaining unit shall be non-precedential and shall not be subject to grievance.

A Para that is assigned to a slot pursuant to this paragraph may seek to have another Para substitute for them; however, the assigned Para remains responsible for taking the slot if the Para is unable to find a substitute.

Assignments shall not occur on weekends or during breaks designated on the school calendar (i.e., Thanksgiving, Christmas, Spring) and outside of the work year. A Para may, however, volunteer to perform such an assignment if it has not already been filled by a person outside of the bargaining unit.

In situations where the Para accesses medical leave as per Section 7.2.1, the District shall be responsible for finding coverage for the slot whether or not the Para volunteered or was assigned the slot.

Paras shall be compensated at the rate of time and a half per hour.

If an activity is canceled less than forty-eight (48) hours before the activity, the Para shall receive compensation for the scheduled duration of the assignment, or two (2) hours' pay, at the rate designated in this section 5.6, whichever is less.

Travel to and from an extracurricular support assignment that is not at the Porter Street campus shall be considered compensable time.

When supervision of the student is required while the student is on the bus, the Para assigned to the slot will travel on the bus with the student to and from the assignment. Otherwise, the assigned Para may travel to the location of the assignment in their own vehicle.

If a Para travels to an extracurricular support assignment that is not at the Porter Street campus in their own vehicle, mileage to the assignment shall be reimbursed at the IRS rate. Mileage to the assignment shall be calculated from the Porter Street campus to the event. Return mileage shall be based on the distance from the assignment to the Para's residence minus the normal commute from the Para's residence to the Porter Street campus.

### **5.7 Major Medical, Term, and Dental Insurance**

All Paras will receive a Major Medical Insurance Plan, \$30,000-Term Life Insurance, and Dental Insurance. The rules and regulations of the Illinois State Insurance Commission shall apply to the

insurance plans. Any Para not electing to participate in the program will not be reimbursed or offered any alternate plans.

### **5.7.1 Insurance Premium Contribution**

For each school year covered by this Agreement, the medical and dental insurance premium contributions of the Board and the Paras participating in the program shall be determined as follows:

- A. **Single Coverage:** For each Para electing to take single coverage, the Board will pay 100% of the single medical and dental insurance premiums unless the cost of the single premium increases by more than twelve and one-half percent (12.5%) annually. Should the cost of single premiums increase by more than twelve and one-half percent (12.5%) annually, the Board and the Para will each pay fifty percent (50%) of the amount in excess of twelve and one-half percent (12.5%).
  
- B. **Family Coverage:** Family coverage consists of single insurance plus dependents and/or spouse insurance. For each Para electing to take family coverage, the Board will annually pay the single medical and dental insurance premium contribution as determined by Part A of this Section plus fifty percent (50%) of the premiums for the type of family coverage elected by the Para. The Para shall pay the balance of the premiums. Should the cost of family coverage premiums increase by more than twelve and one-half percent (12.5%) annually, the Board and the Para will each pay fifty percent (50%) of the amount in excess of twelve and one-half percent (12.5%).
  
- C. Insurance provisions, regulations, and exclusions are outlined and explained in the Lemont Township High School District 210 Employees' Group Health Plan and any periodic supplements. A copy of this plan and supplements will be provided to all Paras who have not been previously provided with a current copy. The failure of a Para to receive a copy of the plan or supplement shall have no effect whatsoever on the insurance obligations of the District.
  
- D. If it is determined by a court of law that any portion or provision of this Article is found to be illegal or unconstitutional, it is hereby agreed that said findings shall not affect the remaining provisions of this Article.

### **5.7.2 District Insurance Committee**

The Association shall appoint one (1) member to the District Insurance Committee. This committee shall meet as needed or requested to review problems with the current insurance plan, discuss needed changes and/or adjustments to the current plan as well as the possibility of changing insurance providers. This committee shall be considered advisory in nature only and shall be empowered only to make recommendations to the Parties.

## **5.8 Contribution to Retirement System**

### **5.8.1 Portion Withheld by District**

The required employee contribution to the Illinois Municipal Retirement Fund (IMRF) shall be tax-sheltered and remitted on behalf of the Para directly to the Illinois Municipal Retirement Fund through payroll deduction to the extent permitted or required by law.

### **5.8.2 Hold Harmless**

The Association agrees to indemnify and hold harmless of the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liability by reason of faithful payment of contributions to IMRF pursuant to the provisions of this Section.

## **5.9 Retirement- Post Retirement Benefits**

A retirement stipend in the amount of \$500 will be paid post retirement (as part of the first District payroll occurring after the first full calendar month after the Para's IMRF retirement date), when a Para retires through IMRF, provided the Para has:

- A. worked for the District at least eight (8) consecutive years immediately preceding retirement;
- B. gives at least sixty (60) days' notice of retirement to the Superintendent; and
- C. resigns and retires at the end of the Para's work year preceding retirement.

## **ARTICLE 6 - NON-INTERRUPTION OF WORK**

### **6.1 Work Stoppage**

The Association agrees that neither the Association nor any of the Paras covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the Board regardless of the reason for so doing during the term of this Agreement.

## **ARTICLE 7 - LEAVES**

### **7.1 Leave of Absence Without Pay**

#### **7.1.1 Leave of Absence**

A leave of absence without pay for educational purposes, political office, military service, child-rearing, or physical incapacity may be granted by the Board upon recommendation of the Superintendent for not more than two (2) consecutive semesters.

Family medical leave will be granted within this general leave section in accordance with the Family Medical Leave Act.

### **7.1.2 Written Request - Leave of Absence without Pay**

A written request for a leave of absence without pay must be made prior to February 1st, for fall semester consideration, and prior to October 1st for spring semester consideration. When emergency or unusual circumstances prevent this deadline from being met, a written request must be made as early as possible.

### **7.1.3 Benefits - Leave of Absence without Pay**

A Para on a leave of absence without pay may keep his/her insurance, health, life, and dental, in effect by making the necessary contributions to the District at his/her own expense. Lack of regular and timely payment will result in termination of this benefit.

### **7.1.4 Seniority - Leave of Absence without Pay**

A Para granted leave under this provision does not accrue seniority or receive an hourly wage rate increase while on leave.

### **7.1.5 Proportioning of Medical/Personal Paid Leave - Leave of Absence without Pay**

A Para who is granted an unpaid leave for a semester will receive one-half ( $\frac{1}{2}$ ) of the allotted paid medical or personal business leave days for the school year in which the leave is taken. A Para who is granted an unpaid leave for an entire school year will receive none of the allotted paid medical leave or personal leave days for the school year in which the leave is taken.

### **7.1.6 Returning Statement**

The Para shall notify the Superintendent of his/her decision to return to or terminate his/her position on or before February 1st of the school year preceding the school year in which the reinstatement is to begin, except in an emergency in which case the Para shall notify the Superintendent of his/her decision as soon as practicable. Failure to provide timely notice in accordance with this Section shall operate as a resignation at the end of the current school year.

## **7.2 Leave with Pay - Medical**

The Board shall grant sick leave at full-pay to any Para for absences resulting from personal illness, mental or behavioral health complications, quarantine at home, serious illness or death involving any member of the immediate family (as defined by the Illinois School Code) or household, or birth, adoption, or placement for adoption and the acceptance of a child in the need of foster care to the extent permitted by Section 24-6 of the Illinois School Code. The Board shall grant medical leave at full-pay to any Para for absences resulting from the death of any member of the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians) as defined by the Illinois School Code. Paras shall apply electronically for any medical leave.

### **7.2.1 Days of Entitlement - Medical Leave**

Each full-time Para is entitled to thirteen (13) days of medical leave per year. The accumulation of medical leave days is unlimited.

**7.2.2 Use of Paid Medical Leave for Birth, Adoption, or Fostering of Child**

Any Para may use up to thirty (30) days of his/her accumulated paid medical leave within the twelve (12)-month period following the birth, adoption, placement for adoption, or start of foster care of a child and for no other purpose.

**7.2.3 Deduction Provision - Medical Leave**

Time missed in any day shall be counted in quarter (¼) hours.

**7.2.4 Exceeding Allotment - Medical Leave**

Paras who exceed their total number of accumulated sick days shall be docked an amount equal to their hourly wage rate multiplied by their scheduled work hours for each day absent.

**7.2.5 Medical Certificate - Medical Leave**

The Board may require certification as a basis for pay during leave after an absence of three (3) days for personal illness or thirty (30) days for birth or as the Board may deem necessary in other cases. This certificate should confirm the Para's need to miss work and his/her ability to return to full-time employment. If the Board does require a certificate as a basis for pay during leave of less than three (3) days for personal illness, the Board shall pay the expenses incurred by the Para in obtaining the certificate. For paid leave for adoption, placement for adoption or fostering, the Board may require that the Para provide evidence that the formal adoption/fostering process is underway, and such leave is limited to thirty (30) days.

A Para may use up to thirty (30) days of their accumulated paid medical leave within the twelve (12) month period following the birth, adoption, placement for adoption, or start of foster care of a child and for no other purpose.

**7.2.6 Unused Medical Leave - Retirement**

Upon retirement from District 210, the District shall verify and report the Para's accumulated unused sick days to IMRF to the extent required by law.

**7.3 Leave with Pay - Personal Business**

The Board shall grant personal leave at full pay which can be used for personal business that cannot be conducted at times other than during the Para's workday. Paras shall apply electronically forty-eight (48) hours in advance of the absence. If an emergency exists, the Para should notify the Department Chair as soon as possible. Personal business leave shall not be allowed or taken before or after a holiday, holiday weekend, or vacation break including winter vacation, spring vacation, and summer vacation with the exception of the need to take such a personal business day for the observance of a religious holiday. In extenuating circumstances, a Para may request approval from the Superintendent to use personal leave during these times.

**7.3.1 Days of Entitlement**

Each Para shall be entitled to two (2) days per year. Unused personal business days will accumulate to a maximum of four (4) such days. When the personal leave bank is at its maximum of four (4) days, additional unused personal business days will be added to accumulated medical leave and shall be available for the Para's use as sick leave.

### **7.3.2 Deduct Provisions - Period**

Time missed in a day shall be counted in quarter (¼) hours.

### **7.3.3 Exceeding Allotment - Personal Business Leave**

Paras who exceed their total number of accumulated personal business days shall be docked an amount equal to their hourly wage rate multiplied by their scheduled work hours for each day absent.

### **7.3.4 Excessive Requests - Personal Business Leave**

In the event that too many Paras request personal leave, resulting in adverse efficiency in the operation of the school, or part thereof, the Administration may limit the number of Paras who take personal business leave.

## **7.4 Leave with Pay - Bereavement Leave**

Pursuant to the Illinois Family Bereavement Leave Act, Paras are allowed up to ten (10) unpaid bereavement leave days when there has been a death in the immediate family as defined by the Illinois School Code. A Para may substitute up to three (3) days of paid bereavement leave days for a portion of these ten (10) unpaid bereavement leave days. Such paid leave shall be without deduction from available sick or personal leave when there has been a death in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians-as defined by the Illinois School Code), a miscarriage, or a stillbirth.

Additionally, a Para may substitute up to seven (7) paid sick leave days for all or a portion of the remaining unpaid bereavement leave days when there has been a death in the immediate family (as defined by the Illinois School Code), a miscarriage, or a stillbirth.

Any paid bereavement days not used during the school year granted shall be forfeited and shall not be converted to sick leave.

## **7.5 Jury Duty**

Any Para who is required to serve on a jury of any court shall be excused from work without loss of pay, sick, or personal time for the days on which the Para must be present for such service and on which he or she would otherwise have been scheduled to work.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Definition**

A grievance shall mean a claim that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. A grievance may be filed by an individual Para and/or the Association on behalf of the Association, an individual Para, or group of Paras.

“Days” shall mean school days. However, when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all District office workdays.

## **8.2 Procedures**

The Parties acknowledge that it is usually most desirable for a Para and the Employer to resolve problems through free and informal communications. However, a grievance shall be processed as follows:

### **A. Step 1**

The grievant or the Association on behalf of the grievant shall present the grievance in writing within fifteen (15) days of the incident giving rise to the grievance, or within fifteen (15) days of the date on which a reasonable person should have known of the existence of a grievance. In so doing, the grievance shall set forth the details of the alleged violation, the specific sections of the Agreement allegedly violated, and the remedy sought. The immediately involved supervisor will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative and the grievant or the Association on behalf of the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written reasons, including the reasons for this decision.

### **B. Step 2**

If the grievance is not resolved at Step 1, then the grievant or the Association on behalf of the grievant may refer the grievance to the Superintendent within fifteen (15) days after receipt of the Step 1 response. Upon referral, the Superintendent may designate the Principal to respond to the grievance at this step. The Principal shall respond to the grievance at this step if the Superintendent is not available. The Superintendent or designee shall arrange, with the Association representative, for a meeting to take place with the grievant and the Association's representative or the Association on behalf of the grievant within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

### **C. Step 3**

If the grievance is not resolved at Step 2, then the grievant through the Association or the Association on behalf of the grievant may refer the grievance to the Board of Education within fifteen (15) days after receipt of the Step 2 response. The Board shall arrange, with the Association representatives, for a meeting to take place at the next regularly scheduled meeting of the Board. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Board's written response, including the reasons for the decision.

### **D. Step 4**

If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to the Board for final and binding arbitration within thirty (30) days after receipt of the Step 3 response. Within fifteen (15) days of the filing of the demand for arbitration with the Board, the Association shall submit the demand to the American Arbitration Association (AAA) which shall act as the administrator of the proceedings. The costs of the arbitration (excluding attorneys for the respective Parties) shall be paid by the Parties on an equal basis.

If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step 3 response, then the grievance shall be deemed withdrawn.

### **8.3 Bypass**

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

## **ARTICLE 9 - NEGOTIATIONS PROCEDURE**

### **9.1 Negotiations Provisions**

The Parties shall commence bargaining for a successor agreement within sixty (60) days of either Party's request or on or before March 1<sup>st</sup> of the last year of the contract or such other date as the Parties may mutually agree and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations. Each Party shall appoint no more than four (4) representatives to its negotiations committee, in addition to legal counsel and/or IEA UniServ Director.

## **ARTICLE 10 - EFFECTIVE AGREEMENT**

### **10.1 Terms and Conditions**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the Board and the Association. The terms and conditions of this Agreement may be modified only through the written mutual consent of the Board and the Association.

### **10.2 Court Ruling**

If any provisions of this Agreement are or shall be at any time contrary to statutory law or decisions of the Courts, or adversely affect the payment of state or federal funds to the District, or the recognition or accreditation of the District by the State Board of Education, then that provision shall be unenforceable while all other provisions of this Agreement shall continue in effect.



**ARTICLE 11 - DURATION OF AGREEMENT**

**11.1 Length of Agreement**

This Agreement shall be effective as of July 1, 2023 and shall continue in full force and effect through June 30, 2026.

**ARTICLE 12 - EXECUTION OF AGREEMENT**

This Agreement is signed this 15<sup>th</sup> day of May, 2023.

**IN WITNESS THEREOF:**

**For the Board of Education, Lemont Township High School District 210:**

President: Michelle Anderson

Secretary: Colleen Lynnot

**For the Lemont Support Staff Association:**

President: Kurt Ku

Secretary: Michael J. Gordon Sr.