

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63

AND

THE EAST MAINE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

2023-24 THROUGH 2027-28

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PREAMBLE

Members of the East Maine Educational Support Personnel Association, the Board of Education, and the District Administration commit to building a positive and effective working relationship. We acknowledge and celebrate our differences because they enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district depends on our ability to work well together, and we further believe that a strong and effective system of communication is critical for the preservation and improvement of public education in Illinois.

To build our working relationship and create a climate of trust, we pledge to do the following:

- Respect one another
- Be proactive vs. reactive
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Focus on the future and not the past
- Embrace the challenges of the future
- See problems as opportunities to work together
- Recognize each other's needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize the dignity and contributions of each other
- Encourage and support risk taking
- Build shared vision
- Presume positive intent

Specifically, the East Maine Educational Support Personnel Association and the District Administration will do the following:

- Meet regularly to exchange thoughts and ideas and share information
- Work together to develop and refine the process and procedures of the District
- Expect both administrators and members on committees to routinely share summaries from meetings with their respective staff
- Utilize the IBB Problem Solving Process routinely
- Continually acknowledge the District's mission to educate students to succeed responsibly in a changing world

ARTICLE I

RECOGNITION

The Board of Education of East Maine School District #63, Des Plaines, Cook County, Illinois (hereinafter the "District"), hereby recognizes the Illinois Education Association-NEA, and its affiliated local, the East Maine Educational Support Personnel Association (hereinafter the "Association"), as the sole and exclusive bargaining representative for all full-time and part-time secretarial and clerical personnel, all uncertificated registered nurses, uncertificated licensed practicing nurses, and technology support specialists employed by East Maine School District #63. Such representation shall exclude the Superintendent's secretary, Assistant Superintendent of Teaching and Learning secretary, Assistant Superintendent of Business Services secretary, Assistant Superintendent of Human Resources secretary, payroll manager, and all other employees excluded by the Act. "Bargaining unit member", "employee", or "secretarial/clerical employee" when used hereinafter in this Agreement shall refer to all employees represented by the IEA-NEA/EMESPA, in the bargaining unit as above defined.

The term "District" or "employer" when used hereinafter in this Agreement shall refer to the Board of Education of School District 63 or its administrative or supervisory personnel.

ARTICLE II

DUES DEDUCTION

- A. The Board shall deduct from the pay of each employee the membership dues of the Association, provided that, at the time of such deduction, there is in the possession of the Board a written authorization form for dues deduction executed by the employee. For employees who are employed as of the first day of the school year such authorization forms shall be forwarded to the Business Office within ten (10) calendar days and dues deductions will begin September 15. For employees hired after the start of the school year, such authorization forms shall be forwarded to the Business Office within ten (10) days of the employee's start date and dues deductions will begin with the first pay period following receipt of the authorization form for the employee. The annual membership dues shall be deducted in accordance with the provisions of the authorization form furnished by the Association. The authorization shall remain in effect from year to year unless the employee revokes said authorization of any year or terminates his/her employment with the District. The deductions shall be in an amount determined by the Association, subject to the following conditions:
1. In the event Association dues shall have increased from the previous year, the Association shall certify the amount of increase and total dues in writing to the Business Office by August 15 of the year in which the increase is to take effect;
 2. Failure to notify the Business Office by August 15 will waive the Board's obligation to change the dues deduction for that year;
 3. Except for National Education Association life members or part-time employees, dues to be deducted shall be the same for each employee.

- B. The amount to be deducted shall be prorated from each paycheck, starting September 15, and ending June 30.
- C. All dues deducted by the Board shall be remitted to the Treasurer of the Association or designee no later than ten (10) business days after the payroll date for which such deductions are made.
- D. The Association shall indemnify and hold harmless the Board, its members, non-bargaining unit employees and agents from any and all claims, demands, suits and costs incurred in connection with any claims, demands or suits resulting from any reasonable action taken or omitted by the Board, its members, non-bargaining unit employees and agents for the purpose of complying with the provisions of this Section.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

A. Notice of Board Meetings/Right to Appear

When practicable, the President of the Association or the president's designee shall be sent a written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting. In keeping with Board policy, the Association President or designee shall be given the opportunity to express the Association's views and make recommendations to the Administration or Board on issues which impact secretarial/clerical employees.

C. New Employees

Names and addresses of newly hired bargaining unit employees shall be furnished to the Association President, in writing, within fourteen (14) days of their employment. The District will create a document of all bargaining unit employees, including their full name, job title, home address, and date of hire, and will provide notification of updates to this document to the Association President or their designee as changes occur.

D. Meeting on District Property

The Association and its representatives shall have the right to hold a reasonable number of official meetings per year on District property, related to the Association's role as bargaining agent for bargaining unit employees, provided that such meetings in no way interfere with District use of said property and provided that when special custodial service is required, the Association will reimburse the District for the cost of same.

E. Use of District Equipment

The Association and its representative shall have the right to use District telephones, personal computers, calculators, audiovisual, duplicating equipment, internet, e-mail, and other District-wide use technology, to the extent that such use in no way interferes with District use of said equipment, or the employees job responsibilities, and the Association will reimburse the District for any additional costs related to the Association's use of this equipment. Use of internet and e-mail shall be in accordance with the provisions of the District *Access to Electronic Networks* policy/guidelines.

F. Association Bulletin Board Space

The Association shall have the right to post notices of activities and matters of Association concern on an Association-supplied bulletin board for support staff, of reasonable size, to be located at each work site. The Association may use the District mail service and employee mail boxes, in keeping with Board policy, for a reasonable volume of materials pertaining to the Association's representation of bargaining unit employees.

G. Indemnification for Use of District Property

The Association agrees to defend, indemnify and hold harmless the Board from any losses, claims, or lawsuits relating in any way to the Association's use of District property, equipment and bulletin board space pursuant to Article N, Sections D, E, and F, of this Agreement, except to the extent the Board is determined to be legally responsible for the loss or claim.

H. Authorized Agreement - Copies

Upon completion of negotiations, an authorized agreement shall be signed by the Board of Education President and the President of the Association. A copy of this agreement will be distributed to all employees, including employees upon initial hire. The cost of providing these copies shall be borne equally by the District and the Association.

I. Employee Indemnification

There shall be no deduction in salary for time lost as a result of legal or quasi legal proceedings brought against the employee or Board or where the Board owes the employee a duty to defend and hold employee harmless under 105 ILCS 5/10-20.20.

J. Student Medication

Employees dispensing medication in accordance with Board policy will be held harmless from liability.

K. Association Leave

The District will permit employees from the bargaining unit to be absent from work without loss of pay for up to a maximum total for the entire bargaining unit of five (5) days per school year for official Association business on the following conditions:

1. The Association shall reimburse the District for the cost of substitute(s) if employed;
2. The Association President shall deliver to the Superintendent written notification of the leave at least five (5) calendar days in advance of the commencement of the leave; and
3. No more than two (2) employees shall be on such leave at the same time. No more than two (2) employees from the same building shall be on such leave at the same time.

L. Information Requests

The Board shall post on the District website the (1) annual audit; (2) tentative budget; (3) adopted budget; (4) annual financial statement; and provide the President of the Association upon their request (1) list of bargaining unit employees, including home address, date of hire, position, assignment, and salary/benefits, and (2) current insurance and fringe benefit costs. Responses to written requests will occur as soon as is practical, but in no case longer than 10 working days, unless the parties agree to a reasonable extension of time. Information should not be limited to the aforementioned items but should be provided as necessary and needed.

M. Job Descriptions

If requested by the Association President, the Superintendent or designee will convene a meeting for the purpose of reviewing and revising bargaining unit job descriptions. The Association President may bring other representatives of the Association to such meeting.

ARTICLE IV
EMPLOYEE DISCIPLINE

A. Right to Representation

Any complaint deemed by an administrator or Board member to justify investigation and/or disciplinary action shall be brought to the prompt attention of the employee involved. Upon request, an employee shall be entitled to have Association representation present during any meeting relative to disciplinary action.

B. Probationary Period, Suspension and Discharge

Full-time employees will serve one (1) calendar year probationary service and part-time employees shall serve two (2) calendar years of probationary service. After such employees have satisfactorily completed their probationary period with the District, they shall not be suspended without pay or discharged without just cause.

C. Verbal Reprimand

Every reasonable effort shall be made to avoid a reprimand of a bargaining unit member by an administrator in the presence of a parent, student and/or a staff member.

ARTICLE V
EMPLOYEE EVALUATION

The Human Resources Office shall advise all employees of the District's evaluation instrument. Current employees shall have a conference with his/her immediate supervisor at least every other year. All new employees will have a conference with his/her immediate supervisor within 45 days of the completion of the probationary period. Each employee will be provided a copy of the written evaluation of his/her job performance. Each employee shall have the opportunity to respond in writing to the evaluation. Each evaluation will become a part of the employee's personnel file.

Any revisions to the evaluation instruments and processes will be mutually agreed to by both parties and in accordance with applicable laws. All employees who have multiple departmental or multiple building responsibilities shall be assigned a primary evaluator.

ARTICLE VI
PERSONNEL FILES

- A. There shall be one official personnel file only. Employees shall have the right, upon reasonable notice, to review the contents of his/her own file. Employees shall have the right to a copy of any such item(s), provided they shall reimburse the District for the cost of such reproduction. Employees shall be given a copy of any disciplinary material placed in his or her personnel file and be given an opportunity to sign the material indicating that they received, but do not necessarily agree with, its contents. The employee will be allowed to respond to any such materials and said response shall also be placed in the personnel file.
- B. The right to review and reproduce the contents of the employee's personnel file does not extend to such materials that are privileged from disclosure under the Illinois Personnel Records Act.

ARTICLE VII
SENIORITY

- A. Seniority shall be defined as continuous service within the District, beginning with the first day of paid employment. Seniority for less than full time service in the twelve-month, ten-month, library assistant, registered nurse, licensed practical nurse, and health clerk categories shall accrue on a pro-rata basis.

The following employee categories shall be established: twelve-month, ten-month, library assistant, registered nurse, licensed practical nurse, health clerk, and part-time. The Association shall be provided by February 1 of each school year, a current employee data sheet which indicates each member's hire date, seniority date and total years of service.

- B. If the District identifies the need to reduce the number of employees in a specific category of position, notice of honorable dismissal will be issued to the effected employees within that respective category prior to the end of the work year and according to the following schedule:

Employee working 184 days or 200 days	May 1
Employee working twelve months	May 15

The employee with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first. In the event of a seniority tie, the following items will be considered in the order in which they appear. If after reviewing the first item a tie still exists, the second item on the list will be considered, and so on until the "tie" is broken.

1. District experience in the category of position.
 2. District experience in any Association category of position.
 3. Specific position being eliminated.
 4. Lottery
- C. If the Board has any vacancies for the following school term or within one calendar year from the beginning of school term following the reduction in force, such positions will be offered to the employees dismissed from that category or any other category of position, so far as they are qualified to hold the available position in order of seniority. Should the employee be recalled pursuant to the provisions of this Article for the school year following the reduction in force or within one calendar year from the beginning of school term following the reduction in force, the employee's accumulated sick leave days and seniority at the time of the reduction in force shall be restored.
- D. Notice of recall shall be sent to the employee by certified mail (return receipt requested) to the last address submitted to the District by the employee. Failure of the employee to affirmatively respond to such notice within five (5) calendar days of its receipt during the school year shall result in termination of the employee's right to recall hereunder. During the summer break, failure of the employee to affirmatively respond to such notice within fourteen (14) calendar days of its receipt, or within twenty-one calendar days of the date of its mailing, shall result in the termination of the employee's right to recall hereunder.

ARTICLE VIII

GRIEVANCE PROCEDURES

A. Definitions

1. Any claim by the Association or any employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
2. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal.
3. As used in this Article, the term “days” shall mean employee work days except during the summer recess, in which case “days” shall mean days on which the School District business office is open.

B. Procedures

The parties hereby acknowledge that it is usually most desirable for an employee and the employee’s immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. STEP I – Within twenty-five (25) days following the occurrence of the event giving rise to the grievance, the employee or the Association may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association’s representative, the grievant, and the immediate supervisor shall be present for the meeting. Within fifteen (15) days of the meeting, the grievant and the Association shall be provided with the immediate supervisor’s written response, including the reasons for the decision.
2. STEP II – If the grievance is not resolved at Step I, then the Association or employee may refer the grievance to the Superintendent or to the Superintendent’s official designee within ten (10) days after the receipt of Step I answer. The Superintendent or designee shall arrange with the Association representatives for a meeting to take place within ten (10) days of the Superintendent’s receipt of that appeal. Each party shall have the right to include in its representation such witnesses and internal representatives as it deems necessary. Within fifteen (15) days of the meeting, the Association shall be provided with the Superintendent’s or designee’s written response including the reasons for the decision.
3. STEP III – If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration.

The American Arbitration Association (AAA) shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty-five (25) days of the date for the Step II answer, then the grievance shall be deemed withdrawn. The arbitrator shall follow the standard rules of the AAA and shall have no authority or jurisdiction to add to, subtract from, alter or modify the terms of this agreement. The fees and the expense of the arbitrator shall be shared equally by the parties. If the parties agree, the arbitrator may follow AAA's expedited rules.

4. Bypass to Step II – If the Association and the immediate supervisor agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.
5. Bypass to Arbitration – If the Superintendent or designee and the Association agree, a grievance may be submitted directly to arbitration.
6. Association Participation-Employee Representation – The grievant is allowed Association representation of his/her choosing at any step of the process. When an employee is not represented by the Association, a representative of the Association may be present as an observer at all formal steps of the grievance procedure. No employee shall be required to discuss his/her grievance if the Association's representative is not present.
7. Release Time – If a grievance hearing requires an employee to be released from his or her regular assignment, the employee shall be released without loss of pay or benefits.
8. Grievance Withdrawal – A grievance may be withdrawn at any level without establishing a precedent.
9. Grievance Documents – Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.

ARTICLE IX

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Vacancies/Promotions/Transfers:

When the Board declares a permanent vacancy within the bargaining unit, such vacancy shall be posted electronically on the District's website. Such vacancy notice shall be posted for a minimum of five (5) business days when the central office is open, except within fourteen (14) calendar days of the start of the school year, in which case notice shall be posted for a minimum of two (2) business days. Applications will be accepted from employees within the bargaining unit for all posted District vacancies and promotional opportunities.

The District will consider all bargaining unit employees who apply for job openings within the bargaining unit. Employees wishing to transfer to a vacant position shall apply, in writing, to the Assistant Superintendent of Human Resources and the administrator in whose department/building the vacancy exists. Employees applying for a vacancy during the posting period will receive written notice acknowledging that their application will be considered for such vacancy. Such acknowledgement will be received prior to the initiation of the formal interview process. Among the factors the District shall consider in filling vacancies are qualifications, length of service with the District, skills, and performance. Board decisions with respect to filling vacancies, transfers and involuntary transfers are final and not grievable. Employees changing positions will keep their complement of sick leave. Upon changing positions, each day of sick leave earned as a part-time employee will count as one sick leave day as a full-time employee and each day of sick leave earned as a full-time employee will count as one day of sick leave as a part-time employee.

The District will notify employees who applied for transfers or vacancies of the Board's decisions with respect to the filling of the vacancies or transfers and shall afford such employees an opportunity to meet with the Assistant Superintendent of Human Resources or other appropriate administrator.

B. Involuntary Transfers:

Should an involuntary transfer of a bargaining unit employee be necessary, the involved employee shall be notified as soon as practicable and shall promptly have an opportunity to meet with the Assistant Superintendent of Human Resources or another appropriate administrator. Employees involved in an involuntary transfer shall have the right to request and shall receive a written reason for such transfer. The employee may also request and will be afforded an opportunity to meet and discuss with the Assistant Superintendent of Human Resources or other appropriate administrator the reason for the transfer. The employee may request and have an Association representative at this meeting if the employee so chooses.

ARTICLE X **INSERVICE**

A minimum of one full inservice day will be established yearly and will coincide with a teacher inservice day. This will be a release-time inservice and attendance will be mandatory. Exceptions will only be made when an emergency prohibits attendance and/or if the employee has a personal day or vacation day pre-approved by the immediate supervisor.

The Association and Administration will annually engage in a collaborative effort to develop a staff development action plan.

The Board of Education continues to support the concept of professional growth. Administration will consider requests by staff members to attend seminars that are job related. Any District required in-service or training that occurs outside of contractual hours will be paid for by the employer, subject to District procedures for attendance at professional meetings. Employees

attending a District required inservice or training outside of contractual hours will be compensated at their current hourly rate.

ARTICLE XI

LEAVES

A. Sick Leave

At the beginning of each school year, each twelve-month employee shall be credited with fifteen (15) days of sick leave, and all other employees shall be credited with fourteen (14) days of sick leave - equal to the number of hours he/she regularly works each day - the unused portion of which shall accumulate from year to year. L.P.N.s shall be credited with thirteen (13) days of sick leave annually, of which 2.5 days may be used for personal business leave. Sick leave days will be prorated for employees who are hired during the school year. The sick leave days may be used for disability due to personal illness, accident, pregnancy or childbirth, adoption, placement for adoption, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this section, the immediate family includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, in-laws, and legal guardians. Sick leave for birth is limited to 30 days unless additional leave is available and the need for use is certified by the treating physician. Use of these 30 days must be incident to the birth of the child., provided that in the event the employee begins such leave, which is then interrupted due to a school recess period (e.g. winter break, spring break or summer), the employee's leave entitlement will continue at the end of the recess period until fully implemented. If the birth occurs during a school recess period, the employee's leave will commence at the end of the same recess period. Sick leave for adoption or placement for adoption is limited to 30 days. Beginning with the eighth year of employment in the District and after an employee has accumulated forty (40) District earned sick days, each unused sick day thereafter shall accumulate as one and one-quarter (1.25) days, rounded to the nearest half day, up to 240 days.

Sick leave shall not be applicable to surgical or to other procedures which may be postponed without a significant medical effect to the summer recess or a school holiday or time when employees are not required to be in the school building, as determined by the employee's physician.

B. Bereavement

In the case of death in the immediate family or household, employees shall be granted up to four (4) days of bereavement leave per death without loss of pay. Immediate family or household shall be defined as set forth in the School Code. Bereavement leave is apart from sick leave and is non-cumulative. Employees may use sick leave for additional days of leave for death in the immediate family or household. If sick leave is exhausted, additional days may be applied for to the Superintendent or designee as leave without pay.

In the case of death of an aunt or uncle, an employee may use personal business leave to attend the funeral of such aunt or uncle. If personal business leave is exhausted, the

employee will be allowed to use sick leave up to three (3) days annually to attend the funeral(s) of aunts or uncles. If sick leave has been exhausted, additional days may be applied for to the Superintendent or designee as leave without pay.

C. Workers Compensation

Absence due to injury or illness in the course of employment and which qualifies for worker's compensation under the Illinois Worker's Compensation Act shall not be charged against the employee's sick leave days.

D. Personal Business Leave

At the beginning of each year, each employee shall be entitled to use (3) days for personal business leave. Each such personal business leave used shall be deducted from accumulated sick leave. No explanation generally shall be required of the employee. Personal business leave for a proper purpose shall not be denied arbitrarily. An employee planning to use a personal business leave day or days shall notify his/her supervisor at least two (2) employment days in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences regardless of the day of the week. Such leave shall be non-cumulative as personal business days but will be added to the accumulated sick leave days available to the employee.

Personal business leave shall not be applicable to allow the employee to engage in a work stoppage. Such leave shall not be granted during the first five (5) or the last five (5) teacher employment days of each school term or the employment date immediately preceding or following a school vacation or holiday, provided this restriction shall not apply to recognized religious holidays or an emergency. If an emergency exists, the reasons must be so stated on the request form, the immediate supervisor must approve the form request and then prior approval of the Superintendent must be received before the Superintendent or designee grants final approval. Each day of personal business leave shall be deducted from accumulated sick leave.

Sick leave days may not be used for personal days, but personal days may be used for sick days, and when not used are added to the accumulation of unused sick leave days. Personal leave shall not accumulate from year to year.

E. Jury Duty

When a jury summons is received, the employee shall notify his/her immediate supervisor immediately. Any employee called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage. The employee shall retain any sums received for such service.

F. Judicial Hearing Leave

Any employee who is subpoenaed to appear before legal or quasi-legal review panels as a witness in a proceeding will be provided leave and shall receive no pay deduction.

G. Statement of Available Leave

The District shall furnish each employee with electronic access to the total unused leave day credit available under this Article.

H. Parental Leave

1. A non-probationary employee shall be eligible for a parental leave subject to the following:
 - a. The employee shall advise the Superintendent or designee of the fact of pregnancy no later than the end of the fourth month of pregnancy and shall provide a written statement from her physician indicating the expected date of delivery.
 - b. Application for such leave shall be made in writing at least ninety (90) days prior to the anticipated birth of the child.
 - c. The employee and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave taking into consideration the particular time factors that pertain. The plan shall provide a date certain by which notice of return from leave shall be given by the employee. In no event shall the leave exceed the balance of the school year in which it is commenced and one (1) additional school year.
 - d. Unless the leave qualifies for FMLA coverage, sick leave shall not be applicable during the period of leave, but any accumulated sick leave available at the time of the commencement of the leave shall be available upon termination of such leave and return to employment in the District.
 - e. For purposes of advancement on the salary schedule, an employee who shall be employed 90 days or more shall be entitled to advancement thereon as though the entire year has been completed.
 - f. The period of leave shall be without salary.
 - g. Any insurance benefits under the provisions of this Agreement which would otherwise accrue to an employee shall be suspended on the first day of the month immediately following the beginning of the leave of absence. Except as provided in Paragraph J (FMLA), any employee on maternity leave may make arrangements during said leave to continue insurance coverage as provided in this Agreement at her own expense.
2. Under special circumstances, a parental leave may be granted to a probationary employee by action of the Board, subject to all of the foregoing and to further

agreement of the employee that the period of time of the leave and of any prior period of employment, shall not constitute any of the time necessary for employment prior to achieving regular employment status. A probationary employee granted maternity leave shall thereafter be employed for one school year before becoming eligible for regular employment status. The granting of parental leave to one probationary employee shall not constitute a precedent for the granting of leave to any other, but each case will be judged upon its own merits.

3. Any employee desiring parental leave because of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such proceedings. Parental leave shall be granted upon written notification to the Superintendent or designee of the date the child will be received. It shall be the responsibility of the applying employee to keep the Superintendent or designee fully informed of the status of the proceedings and as soon as known, the expected date of the receipt of the child. The provisions of this subsection shall also be applicable to an unmarried employee.
4. Any employee ineligible for parental leave or who shall elect not to apply for parental leave who shall be sick or disabled as a consequence of her last pregnancy and/or of the act of childbirth shall be entitled to utilize accumulated sick leave during such period of illness or disability. A male employee shall be granted with paid child-rearing leave, subject to all applicable notice provisions, Subsections 1 through 3 above. This subparagraph shall be applicable at the birth of a child fathered by an employee or upon the adopting of a child by employee.

I. Unpaid Leave of Absence

A leave may be requested in writing for a period not to exceed one (1) year from the date of leaving which may be granted at the sole discretion of the Board on a non-precedential basis. An employee shall provide reasons for the leave and shall notify the Assistant Superintendent of Human Resources of his or her desire to return between two (2) and three (3) months prior to the leave's termination. The employee shall be returned to the same job category. Failure to provide this written notice shall operate as an abandonment of any claim to employment.

J. FMLA Leave/COBRA

The Board will make good faith efforts to apprise employees of their FMLA and COBRA rights. However, the parties acknowledge that any alleged violation of FMLA or COBRA shall not be processed under this Collective Bargaining Agreement's grievance procedure.

ARTICLE XII
NO STRIKE OR WORK STOPPAGE

During the term of this Agreement there should be no strike, work stoppage, picketing, or other

form of concerted activities by the twelve-month, ten-month, part-time secretarial, library assistants, health clerks and clerical employees the purpose of which is to cause District employees to render less than full and complete services to the District by the Union, its members. or any employee covered by this Agreement. This prohibition applies to strikes and work stoppage for any reason.

ARTICLE XIII **WORKING CONDITIONS**

A. Work Year Calendar

1. The regular work year for twelve-month employees shall be 260 days, which total shall include in this amount vacations and holidays.
2. The regular work year for ten-month employees shall be 200 days, plus the paid holidays referred to below.
3. The regular work year for registered nurses shall be 197 days, which in total shall include eight paid holidays.
4. Prior to the establishment of the work calendar, the Association will be given an opportunity to provide input.
5. Annually in setting the District calendar, the Administration and Association leadership will discuss if secretaries will work four (4) evening parent events in each school, in exchange for which the secretaries' work year, as noted on the District calendar, will be shortened by the final two (2) days of the work year. The decision on reducing the work year in exchange for attendance at the four (4) evening events will be made annually and published to the secretaries after adoption by the Board of the District calendar. The final decision in changing said secretarial work schedule will be made by the Superintendent or designee. Once such decision is made, it will apply to all buildings and all secretarial staff in the buildings.

Any secretary calling in sick for an evening event will be required to provide medical certification for an absence.

B. Additional Conditions

1. Library assistants and health clerks will work 35 hours a week for a total of 184 days each year.
2. Library assistants and health clerks will be granted eight paid holidays each year.
3. Ten-month secretaries will be granted 10 paid holidays each year. They will work 200 days each year.

The regularly scheduled workday for twelve-month employees will be 7.5 hours, which will include one (1) fifteen-minute break but excludes a 45-minute duty-free lunch period. Twelve-month employees will work a four-day summer work week beginning the first Monday following the last full work week for ten-month secretaries. The final four-day summer work week will be the week prior to the first work week for ten-month secretaries. A four-day work week will also be in effect during spring break.

The regularly scheduled workday for ten-month employees will be 7 hours, which will include one (1) fifteen-minute break but excludes a duty-free lunch period of one hour.

C. Starting and Ending Times

Starting and ending times may vary from building to building or by job classification. Notification of such times will be provided each employee by his/her building administrator as promptly as possible.

D. Flexible Summer Hours

The decision to implement a summer schedule will be left to the discretion of the Superintendent or designee.

E. Workweek and Overtime

The regular workweek for twelve-month employees will be thirty-seven and one-half (37 1/2) hours per week, thirty-five (35) hours for ten-month employees, including secretaries, health clerks, and library assistants. Part-time employees are those who work less than full-time.

Full-time employees are those who regularly work 35 hours a week or more, 184 days or more each school year.

Full-time employees who work more than forty (40) hours in a work week will be compensated at time and a half.

Nothing herein prohibits the supervisor and employee from mutually agreeing to comp time instead of overtime.

The regularly scheduled workday for L.P.N.s will be seven hours, which will include an unpaid duty-free lunch period of 30 minutes. L.P.N.s will work on those days when students are in attendance (currently 177 days).

F. Letters of Tentative Assignment

Employees will be informed in writing of their TENTATIVE assignments for the following

school year by June 1st. If the TENTATIVE assignment is changed after June 1st a reason will be given for the change.

G. School Nurse Endorsement Program

In an effort to increase the number of available School Nurses, the District and the Association agree to implement a program to encourage current registered nurses to secure a "school nurse" endorsement. Interested nurses must submit a letter of intent to participate to the Superintendent or designee by August 15.

If approved for participation, the nurse will be required to complete the required enrollment in the college program and complete a 10-credit hour program, without a break in participation. This program is offered at the University of Illinois- Chicago but may be taken with approval of the Superintendent at another institution authorized to offer the program. Successful completion of the program requires a final grade of "B" or better in each class. Failure to maintain this required grade may subject the nurse to removal from the program, in the sole discretion of the Superintendent.

Upon proof of tuition payment, the District will reimburse the nurse for the cost of tuition, required books and materials, and required fees. Upon successful program completion, the District will also reimburse the nurse for the cost of securing the required Professional Educator License documenting the "School Nurse" endorsement.

Unless the employment of the nurse is not renewed or the nurse is the subject of a lay-off, the failure to successfully complete the program in two consecutive semesters may, at the Superintendent's discretion, require the nurse to repay the District any reimbursed costs associated with the program, including, books, tuition, fees and materials.

Nurses chosen to participate in this program must commit to returning to District employment for four (4) school years after receiving the "School Nurse" endorsement or the last tuition reimbursement received, whichever is later.

ARTICLE XIV
COMPENSATION AND FRINGE BENEFITS

A. Salary

For the years below, each employee's salary shall be increased as follows:

2023-2024	5.75%
2024-2025	5.0%
2025-2026	5.0%
2026-2027	Consumer Price Index (PTEL) no less than 3.0% and no more than 4.0%
2027-2028	Consumer Price Index (PTEL) no less than 3.0% and no more than 4.0%

In addition to the salary increase noted above, \$1,000 will be added to 2022-2023 base salaries for 10-month secretaries prior to applying the above 2023-2024 salary increase.

For the duration of this Agreement, the salary schedules for placement of new hires will be as follows:

New Hire Placement Schedule 2023-24

Placement	Annual					
	LC	HC	LPN	RN	10M	12M
1	\$30,570	\$30,570	\$34,854	\$48,412	\$36,593	\$47,822
2	\$31,030	\$31,030	\$38,728	\$54,221	\$37,125	\$48,541
3	\$31,493	\$31,493	\$42,604	\$58,094	\$37,657	\$49,267
4	\$31,966	\$31,966	\$43,242	\$58,965	\$38,206	\$50,005
5	\$32,445	\$32,445	\$43,890	\$59,850	\$38,764	\$50,756
6	\$32,932	\$32,932	\$44,549	\$60,748	\$39,328	\$51,517

New Hire Placement Schedule 2024-25

Placement	Annual					
	LC	HC	LPN	RN	10M	12M
1	\$32,099	\$32,099	\$36,597	\$50,833	\$38,422	\$50,213
2	\$32,582	\$32,582	\$40,664	\$56,932	\$38,981	\$50,968
3	\$33,068	\$33,068	\$44,734	\$60,998	\$39,539	\$51,730
4	\$33,564	\$33,564	\$45,404	\$61,913	\$40,117	\$52,505
5	\$34,067	\$34,067	\$46,085	\$62,843	\$40,702	\$53,294
6	\$34,578	\$34,578	\$46,777	\$63,785	\$41,295	\$54,093

New Hire Placement Schedule 2025-26

Placement	Annual					
	LC	HC	LPN	RN	10M	12M
1	\$33,704	\$33,704	\$38,427	\$53,375	\$40,343	\$52,724
2	\$34,211	\$34,211	\$42,697	\$59,779	\$40,930	\$53,517
3	\$34,721	\$34,721	\$46,970	\$64,048	\$41,516	\$54,317
4	\$35,243	\$35,243	\$47,675	\$65,009	\$42,123	\$55,130
5	\$35,771	\$35,771	\$48,389	\$65,985	\$42,737	\$55,958
6	\$36,307	\$36,307	\$49,116	\$66,975	\$43,360	\$56,798

For the 2026-27 and 2027-28 annual salaries will be increased by an amount equal to the Consumer Price Index (CPI) restriction required under the Illinois Property Tax Extension Limitation Act, in applying this CPI, the minimum salary increase will be 3.0% and the maximum will be 4.0%.

Thereafter, each new hire will receive the percentage increase in annual salary as noted above. Upon initial hire, in the event a new hire's salary exceeds the salary of a current employee with the same or more years of District experience in the same job category, the salary of the current employee will be increased to match the salary of the new hire."

For purposes of initial employment, the District may award up to five years credit for verified, relevant, full-time employment experience.

In filling "critical needs" or other positions difficult to fill, (e.g., accounts payable/receivable, technology support technician, registered nurses, and licensed practical nurses) the Board shall pay the rate required to fill such positions. Once hired and the compensation level is established, individuals shall thereafter progress in the same manner as other members of the bargaining unit under the provisions of this Agreement. In the event people new to the District in these positions are hired at a salary higher than current employees with the same or more experience assigned to the same/similar positions, the salaries of such current employees shall be equalized to that paid the new employees. Any such adjustment will be made on a one-time- only basis; thereafter these current employees shall progress in the same manner as other members of the bargaining unit. Annually the Superintendent will review with the EMSPA President the "critical needs" hires, their salaries, and any equity adjustment required for current employees, as noted above.

B. Pay Periods

Employees shall be paid twice monthly on a 20-pay period or 24-pay period basis.

C. Paid Vacations and Paid Holidays

1. Twelve-month employees will receive earned days of vacation, as follows:

a. Years 1-5 = 11 days (.4583 days/pay period)

- b. Years 6-10 = 16 days (.667 days/pay period)
 - c. Years 11 + = 20 days (.8333 days/pay period)
2. Twelve-month employees shall receive all Board approved holidays as paid days. Other paid days off are at the discretion of the Superintendent and School Board.

D. Hospitalization Insurance

All full-time employees will be eligible for coverage under the District's medical insurance plan. The District will not change its medical insurance plan without first providing notice to the EMESPA as well as providing an opportunity for Association input.

For all employees electing insurance coverage, the Board of Education will contribute up to one-hundred percent (100%) of the premium for HMO single coverage towards the premium for the plan selected by the employee. The employee is responsible for any premium in excess of the HMO single premium.

All employees electing insurance coverage will pay five percent (5%) of the premium for single HMO coverage, and the Board of Education will contribute up to ninety-five percent (95%) of the premium for HMO single coverage towards the plan selected by the employee. However, if the employee participates in the wellness blood draw and biometric (survey) screening (or any other additional wellness program options as agreed upon by the Insurance Committee), the Board will contribute up to 100% of the premium for HMO single coverage toward whichever plan the employee chooses (plus one, family, or other) available at the time. The employee is responsible for any premium in excess of the Board contribution. The blood draw can occur at a District sponsored on-site wellness screening or through the employee's own physician. The physician must certify that the blood test is equivalent to the test offered at the on-site wellness screening. The insurance on all dependent (family) coverage will also be on a contributory basis requiring premium payment by the individual employee.

During the term of this Agreement, if the Board agrees with any other bargaining unit to a higher level of Board contribution toward the above- noted health insurance premium, the Board shall increase the contribution for EMESPA bargaining unit members by the same percentage.

Part- time employees may purchase single or family health insurance under the group plan subject to eligibility requirements of the plan and with the understanding that the carrier may or may not permit part-time employees to access the plan.

For the duration of this Collective Bargaining Agreement, a Joint Health Insurance Committee will be convened and maintained to review options to contain or reduce the cost of health insurance coverage. The Committee shall be composed of representatives from each employee group, two (2) of whom will be named by the EMESPA and also the Board

of Education. The Committee will be co-chaired by the Superintendent or designee and the EMEA President or designee, who shall both be responsible for scheduling meetings and preparing necessary documentation for each meeting.

The Committee will meet as deemed necessary, but no less than quarterly each year. The Committee will maintain minutes of its meeting for distribution on the District Intranet system.

Working in a collaborative fashion, Committee recommendations will be made by consensus. The Committee will have access to all relevant information, as allowed by law, necessary to function. The Committee may utilize individuals, who are not Committee members, as resources to assist in performing committee work.

Recommendations, if any, of the Committee will be made to the Board of Education for review and consideration. Such recommendations may be used by the Board and various bargaining unit representatives in future collective bargaining. The Committee will also examine and may make recommendations to expand the wellness options.

E. Long Term Disability Insurance

The District will provide a long-term disability insurance policy to cover all full-time employees.

F. Term Life Insurance

The Board will provide term life insurance coverage equal to the full-time employee's annual salary rounded to the nearest thousand.

G. Dental Insurance

The Board shall make available a dental insurance plan for full-time employees upon payment of premiums by employees subject to group and individual eligibility.

H. Retirement Incentive

1. The District will pay employees with fifteen (15) or more years of full-time continuous service with the District who retire directly into the Illinois Municipal Retirement Fund system from the District, \$250.00 for each year of service. Years of service will be calculated based on the anniversary date of employment for the employee. This amount will be spread out over the remaining pay periods, not to exceed a six percent (6%) increase in compensation, and the remainder will be paid following the effective date of retirement. In order to be eligible for this retirement incentive an employee must give irrevocable notice of retirement at least five (5) months prior to the effective date of retirement. The employee will work with the Business Office to secure payment of these benefits in a manner to maximize benefits under the Illinois Municipal Retirement Fund System and to avoid payment by the Board of any penalty.
2. The District will give credit for unused sick days of the retiree, which can be applied to IMRF creditable years of service.

I. Mileage Reimbursement

Employees will be reimbursed for work-related travel at the then current IRS mileage rate, excluding reimbursement for normal commuting expense to and from work. Any such reimbursement will require use of the District's normal reimbursement request forms and process.

ARTICLE XV
NEGOTIATION PROCEDURES

- A. Negotiations shall begin no earlier than March 15, in the year the contract expires, unless otherwise agreed to by the parties.
- B. The parties agree to fulfill whatever obligations they may have under the Illinois Educational Labor Relations Act regarding the negotiation of a successor agreement.
- C. Each party in negotiations shall select its respective representatives, provided that neither party's team shall consist of more than eight (8) members. Within thirty (30) days, following the first bargaining meeting, both parties shall make complete proposals as to all non-economic matters.
- D. If after a reasonable period of negotiation and within ninety (90) days before the scheduled start of the upcoming school year, the parties engaged in collective bargaining have reached impasse, either party may petition the petition the Illinois Educational Labor Relations Board ("IELRB") to initiate mediation or request a mediator through the Federal Mediation and Conciliation Service.
- E. At any time, the parties may jointly request mediation.

- F. When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, the parties shall seek to agree upon a mediator. If the parties fail to reach such agreement within seven (7) calendar days, the parties shall select a mediator from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation Service is unable for any reason to provide a mediator within ten (10) days after being so requested, the parties shall select a mediator from a list to be supplied by the American Arbitration Association. The Board and the Association, if any, will share the cost of the mediator, equally.
- G. Once a mediator has been appointed or selected, the mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement. Any time after fifteen (15) days of mediation, either party may initiate the public posting process. The mediator may initiate the public posting process at any time fifteen (15) days after mediation commenced. Initiation of the public posting process must be filed with the IELRB and copies must be submitted to the parties the same day. Within seven (7) days after the initiation of the public posting process, each party shall submit to the mediator, the IELRB and the other party in writing the most recent offer of the party, including a cost summary. Seven (7) days after receipt of the parties' offers, the IELRB will make the offers public.

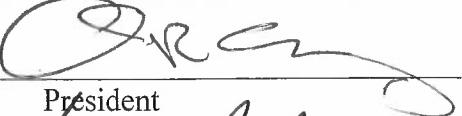
ARTICLE XVI

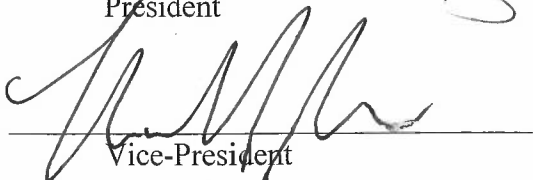
SCOPE AND EFFECT OF AGREEMENT

- A. The parties each voluntarily and unqualifiedly waive any rights which may otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or administrative prerogatives. The parties' waiver of any right to demand bargaining extends to any subject or matter, known or which should have been known, anticipated or which should have been anticipated or contemplated at the time the negotiators signed the Agreement.
- B. If any provision of this Agreement is declared by the proper judicial or legislative authority to be unlawful, unenforceable, or unconstitutional, all other provisions of the Agreement shall remain in full force and effect for the duration hereof. This Agreement shall become effective upon the approval of the Board of Education and the Association.

- C. This Agreement shall become effective upon ratification by the Association and approval by the Board and shall continue in effect until August 15, 2028.


EAST MAINE EDUCATIONAL
SUPPORT PERSONNEL ASSOC.

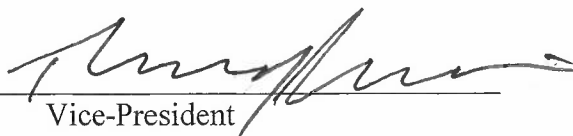
By: 
President


Vice-President

Dated: 3/4/23

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT 63

By: 
President


Vice-President

MEMORANDUM OF AGREEMENT

BOARD INSURANCE CONTRIBUTION

THIS AGREEMENT is made this 2nd day of November 2023, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the “BOARD”) and the EAST MAINE EDUCATION SUPPORT PERSONNEL ASSOCIATION, IEA/NEA (the “EMESPA”).

WHEREAS, the EMESPA is the exclusive bargaining representative for the BOARD’S education support personnel; and

WHEREAS, the BOARD and the EMESPA are currently parties to a collective bargaining agreement covering the period 2023-2028; and

WHEREAS the BOARD and the EMESPA desire to implement language regarding Board and employee health insurance contributions for the duration of their current collective bargaining agreement as noted below.

NOW, THEREFORE, in consideration of the following mutual promises, the BOARD and the EMESPA agree as follows:

Section 1. For the remainder of the 2023-2028 collective bargaining agreement, Article XIV (D) of the collective bargaining agreement will be suspended. The relative Board and employee health insurance contribution will be governed as follows:

All full-time employees will be eligible for coverage under the District's medical insurance plan. The District will not change its medical insurance plan without first providing notice to the EMESPA, as well as providing an opportunity for the Association input.

Beginning in the 2023-2024 school year, the Board and employee portions of the health insurance premiums will be determined as follows:

<u>Plan Selected</u>	<u>Premium Contribution</u>
1. HMO Illinois/HMO Advantage Single Coverage without Participation in Wellness Program	Board pays 95% Employee pays 5%
2. HMO Illinois/HMO Advantage Single Coverage AND Participation in Wellness Program	Board pays 100%

- | | |
|---|--|
| 3. ALL other plans selected without Participation in Wellness Program | Board pays amount equal to 95% of 127.177% of HMO Illinois Single coverage premium
Employee pays any remaining premium amount |
| 4. All other plans selected AND Participation in Wellness Program | Board pays amount equal to 127.177% of HMO Illinois Single coverage premium
Employee pays any remaining premium amount |


In implementing the Board premium contribution, no employee may receive an amount in excess of the actual cost of the plan/coverage chosen.

In order to receive the 100% or 127.177% Board contribution noted above toward whichever plan/coverage the employee chooses (plus one, family, or other), the employee must participate in the wellness blood draw and biometric (survey) screening (or any other additional wellness program options as agreed upon by the Insurance Committee), offered by the District. The employee is responsible for any premium in excess of the Board contribution. The blood draw can occur at a District sponsored on-site wellness screening or through the employee's own physician. The physician must certify that the blood test is equivalent to the test offered at the on-site wellness screening.

For purposes of implementing this provision for the 2023-24 school year, the Administration and the EMESPA leadership will agree to select an open enrollment period prior to January 1, 2024, to allow employees to elect their insurance coverage for the remainder of 2023-24. Employees who elect to remain on their current plan/coverage will receive the additional Board insurance contribution, if entitled, retroactive to the beginning of the school year. However, employees choosing to change their insurance plan/coverage will receive the additional Board insurance contribution on a pro-rata basis effective from the date of the new plan.


Section 2. The BOARD and the EMESPA agree that this Memorandum of Agreement does not represent a permanent change to the parties' collective bargaining agreement. It is provided as an equivalent benefit to that found in the new agreement between the Board and the EMEA. As such, it will be implemented for the duration of the 2023-2028 EMESPA agreement. Upon the expiration of said agreement, the Board and the EMESPA will commence bargaining for a successor agreement and the starting point for such bargaining will be the insurance language found in Article XIV (D) of the 2023-2028 agreement.

EAST MAINE EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION, IEA/NEA

By: 
President

Date: 10/25/23

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT
NO. 63, COOK COUNTY, ILLINOIS

By: 
President

Date: 11/2/2023

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