

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT 63

AND

THE EAST MAINE TEACHER ASSISTANTS ASSOCIATION

2017-2018 THROUGH 2024-2025

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PREAMBLE

Members of the East Maine Teacher Assistants Association, the Board of Education, and the District Administration commit ourselves 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 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 Teacher Assistants Association and the District Administration will do the following:

- Meet regularly to exchange thoughts and ideas and share information that will be inclusive of decisions that impact teachers and their students
- Expect both principals and members on committees to routinely share summaries from meetings with their respective staffs
- Utilize the IBB Problem Solving Process routinely
- Continually acknowledge the District's mission to empower all students to succeed in a changing world

ARTICLE 1
RECOGNITION

The Board of Education of East Maine School District No. 63, Cook County, Illinois (hereinafter the “Board”), recognizes the East Maine Teacher Assistants Association-NEA (hereinafter the “Association”) , as the sole and exclusive bargaining representative for all full-time and regularly employed part-time teacher assistants except instructional material assistants, supervisors, managerial employees, short-term employees, confidential employees and students employed by the District.

As used herein, “employee” shall mean all those persons within the bargaining unit described in the preceding paragraph. In this contract, the term “teacher assistant” and “employees” are synonymous.

ARTICLE 2
DUES DEDUCTION

- A. The Board shall deduct from each employee's pay the membership dues of the Association and its affiliated organizations, 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.
- B. The authorization shall remain in effect from year to year unless the employee revokes said authorization prior to September 1 of any year or terminates her/his employment with the District.
1. In the event these dues shall have increased from the previous year, the Association shall certify the amount of the increase and total dues in writing to the Business Office by August 1 of the year in which the increase is to take effect.
 2. Failure to notify the Business Office by the stated date 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.
- C. The amount to be deducted shall be prorated from each paycheck, starting September 15 and ending June 30.
- D. The District shall deduct the pro rata dues authorized for those employees who are employed after the commencement of the school year in as equal installments as possible to insure such dues are deducted for those employees by June of the school year.
- E. 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.
- F. 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.

G. Fair Share

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration, which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee does not execute a dues deduction authorization, as provided in this Article, the Board shall deduct a sum equivalent to the proportionate share of the cost of the services rendered by the Association for collective bargaining and contract administration in its role as the sole and exclusive bargaining agent in equal payments from the regular salary check of the employee in the same manner as provided in this Article provided:
 - a. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and,
 - b. The Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.
2. The Board shall begin such fair share fee deduction no earlier than 14 days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in Paragraph A of this Article.
3. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and hold harmless the Board, its members, non-bargaining unit employees and agents against any claim, demand, suit, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the lawful obligations imposed upon it by this Section.
4. In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IEA, which shall hold the fee in escrow in any account established for that purpose. The Board shall continue to transmit all such fees to the IEA until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action.
5. If a non-member employee declares that right of non-association based upon bona fide religious tenets or teaching of a church or religious body, such employee shall be required to pay an amount equal to the employee's proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.

ARTICLE 3
EMPLOYEE AND ASSOCIATION RIGHTS

A. Notice of Meeting

The President of the Association or designee shall be given electronic notice of any non-emergency special meeting of the Board, together with a copy of the agenda or a statement of purpose of such meeting, if any, at least eighteen (18) hours prior to the scheduled time of such meeting.

B. Board Minutes

Two (2) copies of all Board minutes shall be electronically mailed to the President of the Association as soon as they have been approved.

C. Relevant Information

The Board shall furnish to the President of the Association upon his/her written request annual audit; (2) tentative budget; (3) the adopted budget; (4) annual financial statement; (5) information concerning each employee's step and lane placement, and (6) current insurance and fringe benefit costs.

D. Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary or benefits, provided the Association promptly reimburses the district for the cost of substitutes for an aggregate number of dates not to exceed seven (7) days in any school year used for such purposes, and further provided the frequency of excused leaves does not impair the quality of classroom instruction. Application for such leave shall be made in writing to the Superintendent or designee by the employees involved at least four (4) employment days in advance. Appropriate plans shall be made to ensure continuation of the learning environment during the leave days. In addition, a maximum of two (2) days of non-accumulative Association leave shall be granted in conformity with the aforementioned procedures for attendance at meetings of the governing board of the Illinois Education Association or the National Education Association, provided such additional day(s) shall be granted to the same employee and that under no circumstance shall more than three (3) persons be absent on the same day pursuant to this Section.

E. Meeting Space and Board Equipment

The Association shall not be denied reasonable use of:

1. Meeting space in school facilities for Union meetings, provided: (a) an Association written request is made to the Superintendent or designee at least 48 hours in advance of the meeting date and such is approved by the Superintendent or designee; (b) such

meeting space is available; (c) such meeting neither interferes with the School District's educational programs, nor conflicts with school events or employees' assignments; (d) the Association promptly reimburses the Board for any damage and reasonable maintenance costs; and (e) at least 90% of those attending a meeting of 10 or more persons shall be members of the bargaining unit.

2. Board office equipment for Association announcements, provided: (a) approval for use is granted in advance by the administrator responsible for such equipment; (b) such use will in no manner interfere with instructional or other needs of the Board; and (c) the Association reimburses the Board for any damage to its equipment occasioned by such use and for the cost of all consumables and/or machine unit or like charges.

F. Use of District Facilities

The Board agrees that space shall be made available for posting notices of activities and minutes of meetings. The Association shall have the right to use faculty mailboxes and the intra-district mail service, and the District email system (subject to the requirements of Board policy) for a reasonable volume of appropriate announcements relating to the conduct of the Association's business. A copy of each notice or items so posted or distributed to three (3) or more employees in a single building shall be concurrently provided to the principal of the affected building and to the Superintendent. Association notices shall be identified as such.

G. Copies of Agreement

Upon completion of negotiations, the Agreement shall be signed by the President and Secretary of the Board of Education and the President and Secretary of the Association. Copies of this Agreement shall be distributed to all employees of this bargaining unit. The cost of printing, photocopying and distributing the contract shall be shared equally by the Association and the District. Copies of this Agreement shall be distributed to all bargaining unit members by the District personnel office as soon as reasonably possible and, in any event, within five (5) working days of initial hiring.

H. Newly Hired Employees

Names, tentative school, and subject assignments of newly hired employees shall be made available to the Association President or designee within ten (10) business days, exclusive of school holidays, after approval of their contracts by the Board.

I. Board Policy Manual

If the Board shall adopt amendments to the Board Policy Manual, a copy of the same shall be electronically posted and made available in each school building in a location reasonably accessible to employees. The Board shall also provide electronically a copy of such amended policy to the President or designee of the Association.

ARTICLE 4
EMPLOYEE DISCIPLINE AND TERMINATION

A. Right of Representation

When an employee is required to appear before the Board or any administrator concerning a Board decision or administrative recommendation to suspend without pay, hold on step, or dismiss an employee for cause, the employee shall be entitled to have a representative of the Association present.

B. Probationary Period

Each full-time employee shall serve a probationary period of two (2) consecutive school terms, the first of which shall commence no later than November 1. Following completion of the probationary period, each full-time employee shall be protected with respect to reduction-in-force as provided by The School Code, and shall be entitled to all aspects of procedural due process as prescribed by law. Any employee who serves the full probationary period shall be considered a regular employee upon commencement of the next consecutive year of full-time employment unless the employee receives a notice of dismissal pursuant to this Article.

C. Verbal Reprimand

Every reasonable effort shall be made to avoid a reprimand by an administrator of an employee in the presence of a parent, student and/or a non-bargaining unit employee of the District (other than administrator).

Where an employee is subject to a written reprimand, suspension without pay, or termination, as a result of a complaint by a student or parent, the assistant shall be informed of the complaint and be given the right to respond to said complaint prior to any action being taken unless the safety or health of the students or other persons are in jeopardy.

D. Dismissal for Cause

If the District deems a non-probationary employee's performance to be unsatisfactory and remediable, the employee may transfer, one time, to another bargaining unit position, which the employee is qualified to hold and which is deemed appropriate by the District, which is vacant when the employee's performance is deemed unsatisfactory. If no such bargaining position is vacant at the time the employee's performance is deemed unsatisfactory, no transfer will be available. The employee shall be given written notice of the District's reasons for deeming the employee's performance unsatisfactory. If such employee has not remediated his or her deficiencies within a reasonable time, or additional cause exists for dismissal, the District shall dismiss the employee by giving written notice to the employee with the reasons. In the event there exists an irremedial cause to dismiss a regular employee, the Board shall dismiss such employee by giving written notice to the employee with reasons for the dismissal.

After successful completion of the probationary period, employees shall not be suspended without pay or discharged without just cause.

E. Reduction in Force

In the event the Board decides to reduce the number of employees holding positions within the bargaining unit, the Board shall first dismiss all part-time-and full-time probationary employees prior to dismissing a regular employee who is qualified to fill a position held by a part-time or full-time probationary employee. In the event that the Board must dismiss a regular employee or employees due to its decisions to reduce the number of employees, the Board shall dismiss regular employees by inverse order of seniority. Such notice shall be in writing sent by certified mail (return receipt requested) to the employee's address last on file with the Board, at least sixty (60) days prior to the end of the school term.

F. Recall

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the 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. An employee's failure to respond affirmatively in writing within seven (7) calendar days after receipt of the Board's letter sent by certified mail (return receipt requested) to the employee's address on file with the Board recalling such employee shall result in the termination of the employee's rights of recall thereafter.

G. Seniority

Seniority shall be defined as the length of continuous service within the bargaining unit. Part-time service shall accrue on a pro-rata basis. Said service shall be computed from the first day of current uninterrupted employment within the unit. The "first day" shall be defined as the day upon which duties are first performed. Seniority will not accrue during any leave-of-absence without pay in excess of thirty (30) work days. Employees who are promoted or work out of the bargaining unit for up to one hundred eighty-five (185) work days and subsequently return to the bargaining unit without a break in service in the District shall have their seniority computed from their first day of original employment. In the event District seniority is equal between employees, the following procedures are to be utilized as a tie-breaker:

1. Previous work experience in the District.
2. Previous relevant work experience outside the District.

ARTICLE 5
EMPLOYEE EVALUATION

- A. The standard evaluation form and/or instrument shall be made known to the employees(s) at least five (5) employment days prior to its use.
- B. Each formal evaluation shall include a classroom observation by the principal or other designated administrator.
 - 1. First year probationary teacher assistants will be formally observed by the end of the first semester.
 - 2. Probationary teacher assistants will be evaluated at least once each school year.
 - 3. Regular employees will be evaluated at least once in the course of every two (2) school years.
- C. A conference will be scheduled within twenty (20) school days following the formal observation.
- D. A copy of the formal written evaluation shall be given to the employee. The principal or other designated administrator shall schedule the summative evaluation conference at least fourteen (14) calendar days prior to the end of the work year. The employee shall acknowledge receipt of the evaluation and have the right to attach written comments regarding the evaluation within thirty (30) calendar days of receipt of the written evaluation.

ARTICLE 6
PERSONNEL FILES

There shall be one official personnel file, maintained at the Central District Office. The employee shall have the right, upon reasonable notice, to review the contents of his/her own file. Employees shall have the right to copy any item(s) in the personnel file, provided they shall reimburse the District for the cost of such reproduction. Should any material derogatory to an employee's conduct, service, character or personality be placed in his/her personnel file, the employee shall receive within ten (10) working days a copy of such communications directed toward the employee. The employee shall be allowed to respond in writing to such material and the response shall be placed in the employee's personnel file.

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 7
GRIEVANCE PROCEDURE

A. Definitions

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

As used in this Article, the term “days” shall mean employee workdays 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 hereto 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:

STEP 1: 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 supervisor immediately involved, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor’s written response, including the reasons for the decision.

STEP 2: If the grievance is not resolved at Step 1, then the Association or employee may refer the grievance to the Superintendent or the Superintendent’s official designee within ten (10) days after receipt of the Step 1 answer. The Superintendent shall arrange with the employee and Association representatives for a meeting to take place within ten (10) days of the Superintendent’s receipt of the appeal. Within ten (10) days of the meeting, the employee and the Association shall be provided with the Superintendent’s written response, including the reasons for the decision.

STEP 3: If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty-five (25) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn. Neither the Board nor the Association shall be permitted to assert any claims or issues before the arbitrator, which were not previously disclosed to the other party. The arbitrator shall have no power to alter, amend, modify or add to the terms of this Agreement.

C. Bypass to Superintendent

If the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2 (Superintendent's level).

D. Bypass to Arbitration

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration. With the agreement of both parties, expedited arbitration may be employed under the rules and regulations of the American Arbitration Association.

E. Association Participation - Employee Represented

The grievant is allowed 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 any grievance if the Association's representative is not present.

F. Board – Administration Cooperation

The Board shall provide such copies of relevant documents which are reasonably accessible and not unduly burdensome to produce and which are not privileged or otherwise prohibited from disclosure to the Association when such documents are necessary for the processing of any grievance upon written request by the Association President to the Superintendent specifying the documents requested. The Association shall promptly reimburse the Board for the cost of copying such documents.

G. No Reprisals Clause

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

H. Release Time

Should the processing of a grievance require that an employee and/or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

If the Association designates a member of the bargaining unit to attend arbitration as its representative, the Association must (1) secure a substitute and properly reimburse the Board for the cost of such substitute, and (2) provide written notification to the Superintendent at least five (5) employment days in advance of the start of this hearing.

I. Filing of Materials

All records and materials related to a grievance shall be filed separately from the personnel files of the participants.

J. Grievance Withdrawal

A grievance may be withdrawn or settled at any level without establishing precedent and shall be treated as never having been filed.

K. No Written Response

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step. The failure of the employee or Association to act within the time lines set forth herein shall preclude further appeal of the grievance.

L. Fee and Expenses

The fees and the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 8
LEAVES

A. Sick Leave

Each employee shall be entitled to fourteen (14) sick leave days per school term without loss of pay. Each employee shall be entitled to one hundred (180) days accumulation of unused sick leave days. If a full-time employee has accumulated at least 180 days at the outset of the year in which the retirement of such employee shall be effective, the Board shall grant such employee an additional twenty (20) days of sick leave. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption (i.e. the decision of the employee to place a child for adoption). Serious illness as used herein shall mean a life threatening circumstance or a medical emergency. The immediate family for purposes of this Article shall include all persons designated as such by The School Code. 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 teachers' assistants are not required to be in the school building, as determined by the employee's physician.

Beginning with the eighth year of employment in the district and after a teacher assistant has accumulated forty (40) District earned sick days, each unused sick day thereafter shall accumulate as one and one-quarter (1.25) days to a maximum of one hundred eighty (180) days, rounded to the nearest half day. Beyond one hundred eighty (180) accumulated days, each day shall accumulate as one (1.00) day.

Any full-time employee hired after the start of the school year shall receive sick leave days pro-rated from the date of hiring to the end of the school year.

B. Personal Business Leave

1. Each employee shall be entitled to three (3) days of personal business leave without loss of pay for matters, which cannot be handled during non-school days or hours. Each such personal business leave used shall be deducted from accumulated sick leave. Such leave shall be non-cumulative. Written application for such leave shall be made to the Superintendent or designee at least two (2) employment days prior to the desired onset of such leave. No reasons for such leave need be given, except as provided below in paragraphs two (2) and three (3).
2. In an emergency, written application for personal business leave may be made at a later time, with an explanation of such emergency. Such leave shall not be granted during the first five (5) or the last five (5) employment days of each school term or the employment day immediately preceding or following a school vacation or holiday, provided this restriction shall not apply to recognized religious holidays or an emergency which shall be explained.

3. An employee who shall, by February 1, have made application to utilize all three (3) personal leave days for the observance of recognized religious holidays shall be entitled to use one (1) other day as personal leave for a reason authorized herein, other than observance of a recognized religious holiday.
4. Personal business leave shall not be available for a work stoppage of any kind.
5. Any full-time employee hired after the start of the school year shall receive personal leave days pro-rated from the date of hiring to the end of the school year.

C. Unpaid Leave of Absence

The Board may grant a leave of absence without pay to an employee for a purpose that the Board, in its discretion, deems appropriate and beneficial to the School District for a period of up to one (1) school year upon such terms and conditions as the Board may elect. The granting, withholding or conditioning of such leave of absence shall be non-precedential with respect to any other request for such leave by such employee or any other employee.

Upon written request by an employee, up to one (1) additional school year may be granted at the discretion of the Board under the same aforementioned conditions, provided such shall not be applicable if during the period of the leave of absence the employee shall accept another full-time position for more than thirty (30) calendar days.

D. 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.

E. Parental leave/Adoption Leave

1. Paid Childbirth/Child-Rearing/Parental/ Adoption Leave

Per Section 24-6 of the *School Code*, all employees are legally entitled to use all accrued sick leave for the birth, adoption or placement of a child for adoption.

- a. Prior to using sick days for the birth of a child (i.e., childbirth/ child

rearing/parental leave), the employee will advise the Superintendent or designee of the fact of pregnancy no later than the fourth (4th) month of pregnancy and shall provide a written statement from her obstetrician or legally qualified health care provider indicating the expected date of delivery and his/her opinion that the teacher may safely continue in her employment, including the performance of all regular duties. Application for such paid leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.

- i. Provide written verification of the birth from appropriate medical professional.
 - ii. In addition, an employee returning from such leave shall submit evidence from her qualified physician that she is mentally able to perform all of her employment duties.
- b. Prior to using sick days for adoption or placement of a child for adoption, the employee will:
- i. Advise the Superintendent as soon as practicable of the anticipated date of adoption or placement of the child with the adoptive parent(s). If possible, application for such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated date of adoption or placement; and
 - ii. Provide written verification of the adoption or placement from the appropriate adoption agent or agency.

Beyond any approved FMLA-leave period, employees who elect to use paid sick leave for these purposes shall not be eligible to receive the unpaid childbirth/childrearing/parental/adoption leave benefit described below.

2. Unpaid Childbirth/Childrearing/Parental /Adoption Leave

- a. Employees who do not elect to utilize accrued sick leave for the birth, adoption or placement for adoption shall be eligible for childbirth/childrearing/parental/adoption leave subject to the following:
 - i. Childbirth/Childrearing/Parental Leave - In instances of the employee's (or employee's spouse's) pregnancy, the employee will advise the Superintendent or designee of the fact of pregnancy no later than the fourth (4th) month of pregnancy and shall provide a written statement from her obstetrician or legally qualified health care provider indicating the expected date of delivery and his/her opinion that the employee may safely continue in her employment, including the performance of all regular duties application for such

leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.

An employee returning from a childbirth/childrearing/parental leave shall submit evidence from her qualified physician that she is medically able to perform all of her employment duties.

- ii. Adoption Leave/Placement for Adoption Leave - In the case of adoption or placement for adoption, the employee will advise the Superintendent as soon as practicable of the anticipated date of adoption or placement of the child with the adoptive parent(s). If possible, application for such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated placement of an adopted child.

- b. The following shall govern all unpaid childbirth/child rearing/parental/adoption leave granted to non-probationary employees:

- i. 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. In no event shall the leave commence later than the actual date of delivery or adoptive placement of the child or exceed the balance of the school year in which it is commenced and one (1) additional school year.

An employee's use of available sick leave for birth, adoption, or placement for adoption shall be governed by the *Illinois School Code* and any amendments thereto which may become effective during the period of this agreement.

The Board will maintain group health insurance benefits for employees on childbirth/childrearing/parental/adoption leaves to the same extent it maintains such benefits for other employees for the first twelve (12) calendar weeks of the leave.

Employees who commence a childbirth/childrearing/parental /adoption leave after the first day of the school year will have their sick leave allotment for that year pro-rated to the nearest whole day if the leave exceeds twelve (12) weeks, except that the employee's sick leave allotment for that school year shall not be less than ten (10) days.

Employees who are on a childbirth/child-rearing/parental/adoption leave at the start of the year and who return to work during the year shall have their sick leave days pro-rated if the leave exceeds twelve (12) weeks, except that the employee's sick leave allotment for that

school year shall not be less than ten (10) days.

Employees who are on a childbirth/childrearing/parental/adoption leave for the entire school year shall not be allocated sick leave days for that year.

- ii. The period of leave shall be without salary, wage, or payment of fringe benefits and insurance premiums, except as otherwise provided by law. With the consent of the insurance carrier, the employee may maintain medical insurance by making timely payments of all premiums to the District Administrative Office or elsewhere as may be directed.
- iii. Any employee on childbirth/parental/childrearing/adoption leave of absence shall notify the Superintendent in writing by March 1 (unless the leave begins after March 1, in which case the employee shall notify the Superintendent by July 1) of their desire to return to employment the following school year. If such notice is not given by the designated date, the employee shall be deemed to have resigned. If the leave is for the first half of the school year only, the employee shall notify the Superintendent by November 15 of his/her intention to return at the beginning of the second semester.
- iv. For purposes of advancement on the salary schedule, an employee who shall be employed half of the school year shall be entitled to advancement thereon as though the entire year has been completed.
- v. Under special circumstances, an unpaid 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 as a full time employee for two consecutive school years 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.

F. Jury Duty Leave

The Board shall pay the regular salary to Teacher Assistants called to serve as jurists or subpoenaed to appear before legal panels as witnesses. The Teacher Assistant shall retain any sums received for such service.

G. Meetings

Employees are required to attend annual parent-teacher conferences in their assigned building(s). Attendance at all other building or District meetings is unpaid and voluntary, unless otherwise determined by the Administration. However, nothing in this Agreement shall preclude the Superintendent or designee from authorizing a teacher assistant to attend professional conferences, meetings or workshops, provided any such attendance or participation shall be non-precedential and within the full discretion of the Superintendent or designee. No teacher assistant shall be compelled to attend a conference, meeting or workshop outside of the School District or beyond normal working hours unless the Board shall recompense the teacher assistant for all necessary expenses in connection with such attendance.

H. Worker Compensation

The Board shall allow employees the option to coordinate sick leave benefits with workers' compensation benefits, provided the employee has any available accumulated sick leave.

I. FMLA Leave

The Board acknowledges its obligation to adhere to the provisions of the Family and Medical Leave Act. Any alleged violation thereof shall be processed through the procedures established for this purpose by the U.S. Department of Labor and not through the grievance procedure of this Agreement.

J. COBRA

The Board acknowledges its responsibilities to provide employees terminating their service to be apprised of their rights under COBRA.

ARTICLE 9
NEGOTIATIONS AND IMPASSE PROCEDURES

- A. The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Meetings shall be held as necessary at times and places agreed to by both parties.
- B.
1. 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 Illinois Educational Labor Relations Board (“IELRB”) to initiate mediation or request a mediator through the Federal Mediation and Conciliation Service.
 2. At any time, the parties may jointly request mediation.
 3. 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) calendar days after being so requested, the parties shall select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.
 4. 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 10
NO STRIKE

The Association, its officers, agents and members and bargaining unit members shall not engage in strikes, work stoppages or other concerted action or refuse to fully perform job functions and responsibilities or otherwise disrupt the operations of the School District.

ARTICLE 11
WORKING CONDITIONS

A. Workday

The normal workday for full-time employees shall not exceed the normal teacher work day, exclusive of evening or staff meetings. Each full-time employee shall be entitled to a 30 minute lunch period which shall be arranged by the employee's supervisor and principal.

B. Break Time

Each full-time employee shall be entitled to one fifteen minute break, which shall be arranged by the employee's supervisor. Each employee shall also be entitled to an additional seventy-five minutes per five-day work week for break time. If a work week is less than five days the break time shall be reduced pro rata. Such time shall be arranged in cooperation with the classroom teacher and approved by the principal. After considering student needs, the principal shall make every reasonable effort to provide the employee an opportunity to utilize such additional time either immediately before or immediately after the employee's lunch period. If a dispute arises concerning the scheduling of such additional time, the Association shall have the right to meet with the Superintendent or designee in an attempt to resolve the matter.

C. Work Year

The employee work year shall not exceed the teacher work year, which is currently 184 days.

D. Hepatitis B Vaccine

The Board will make the Hepatitis B vaccine available to all employees at the Board expense.

E. Training

The employee will receive necessary training in order to address the needs of students, including instructional techniques, non-medical-hygiene needs, and/or safety needs. Training will be provided prior to an EMTAA member being asked to perform the duties identified above by the district's related service personnel, case managers, nurses, or other qualified individuals. Whenever possible, a demonstration will be used as part of the training method, including a nurse observing the EMTAA member using the new skill for the first time. Copies of any written instructions will be given to the member and forwarded to the Association President. The District will maintain a record of individuals receiving this training and the dates the trainings take place. Yearly, the District will review procedures and update the instructions as appropriate.

ARTICLE 12
COMPENSATION AND FRINGE BENEFITS

A. Compensation

Each employee will be paid a salary increase for 2017-18, 2018-19, 2019-20, 2021-22, 2022-23, 2023-24, 2024-25 as follows:

2017-2018	4%
2018-2019	3%
2019-2020	2.5%
2021-2022	4.25% over the 2020-2021 salary
2022-2023	4.0% over the 2021-2022 salary
2023-2024	4.0% over the 2022-2023 salary
2024-2025	3.75% over the 2023-2024 salary

For the 2020-2021 fiscal year, employee compensation will be increased by the blended Consumer Price Index for All Urban Consumers (“CPI”), as defined by the Illinois Property Tax Extension Limitation Law, for the two tax years applicable to the 2021 school year with a minimum of two percent (2%) and a maximum of four and a half percent (4.5%).

Annually, by August 1, each employee shall be notified of his/her salary for the next work year.

In the event new teacher assistants to the District are hired at a salary higher than current teacher assistants with the same or more experience and education level, the salaries of such current teacher assistants shall be equalized to that paid the new employees.

B. Insurance Provision

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 Association as well as providing an opportunity for Association input.

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.

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.

Employees initially hired before August 14, 1994 may if they so choose elect to take \$1,500.00 instead of hospitalization insurance, which sum shall be payable as salary pursuant to an IRS cafeteria plan. Such election may be made annually during the open enrollment period.

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 EMTAA 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. Beginning in 2014-2015 school year, the Committee will examine and may make recommendations to expand the wellness options.

C. Term Life Insurance

The term life insurance coverage provided by the Board for each full-time employee shall be equal to the employee's annual salary rounded to the nearest 1,000.

D. Pay Dates

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

E. Extra Duty Positions/Pay

An employee shall be compensated for Board-approved extra duties pursuant to the extra-duty provisions applicable to teachers in the District.

F. Section 125

If the Board provides a flexible benefits cafeteria program pursuant to Section 125 of the Internal Revenue Code for teachers, employees shall be entitled to participate in such plan subject to the same conditions as teachers.

G. Anniversary Date

All employees shall have as their employment anniversary date the first day of the school term in which the employee was initially hired provided that if the first day of regular employment is after November 1st, the employment anniversary date shall be the first employment day of the next following school term.

H. Retirement Benefit

1. Employees who retire from the District who have unencumbered sick days available will be compensated at the rate of \$20.00 per sick day for each that is unencumbered in excess of one hundred (100). Unencumbered sick days shall be defined as an unused sick day that has not been applied toward an increase in retirement benefits through the Illinois Teachers' Retirement System and/or IMRF. The payment for such unencumbered sick days shall be made following the effective date of retirement.
2. The Board will offer full-time employees, 55 years of age or older with fifteen (15) or more years of continuous full-time service with the District who retire from the District directly into the Illinois Municipal Retirement Fund System at the end of the 2017-18, 2018-19, 2019-20, or 2020-21 school year the following benefits:
 - a. A 6% increase over the prior year's base salary, and
 - b. A service stipend of \$175/year to be paid following the effective date of retirement.

In order to be eligible for these benefits, the employee must provide with written notice to the Superintendent or designee by February 15 of any year of this Agreement. 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 for the same.

I. Substitution

If an assistant possesses a teaching certificate or a substitute teaching certificate and the assistant substitutes for a teacher for a day due to the lack of a regular substitute, the assistant will be compensated at the assistant's daily rate or the thirty (30) day substitute rate, whichever is greater. If the assistant gives up his or her lunch period to substitute teach, the assistant will be paid \$15.00.

J. Professional Development Reimbursement

In the event that the District administration identifies a professional development course or activity that will benefit the District, it will pay for the employee of its choosing to attend such course or activity.

In the event that an employee identifies a professional development course or activity that he or she believes will benefit the District, the employee will submit a request for approval of such course or activity to the Superintendent or designee. If the course or activity is approved, the District will pay for the employee's participation therein. In the event the course or activity is not approved, the employee may discuss the decision with the Superintendent or designee.

ARTICLE 13
VACANCIES, PROMOTIONS, AND TRANSFERS

A. Posting of Vacancy

When a vacancy for a position occurs within the bargaining unit) such vacancy shall be electronically posted and applications will be accepted from employees within the bargaining unit. A vacancy is defined as any position within the bargaining unit, which is to be filled, but cannot be filled by an employee within such unit or an employee who has recall rights.

B. Application

An employee may at any time notify his/her principal in writing if he/she is interested in a change in assignment to an existing vacancy within the school building. An employee may at any time also notify the Superintendent or designee in writing if he/she is interested in a transfer to an existing bargaining unit vacancy in another school building. Applications for a change in assignment or transfer to a position in another building shall be acknowledged in writing by the appropriate administrator.

C. Promotional Vacancies

When a teaching vacancy occurs, such vacancy shall be electronically posted and applications will be accepted from qualified employees. A teaching vacancy shall be defined as any position within the bargaining unit defined in the Collective Bargaining Agreement between the Board and the East Maine Education Association which becomes vacant due to the death, dismissal, resignation, or retirement of a teacher within such bargaining unit and which cannot be filled by a teacher within such unit or any teacher who has recall rights.

D. Involuntary Transfers

If a teacher assistant is involuntarily transferred, she/he shall be given the right to request and shall receive a written reason for such a transfer. The assistant may also request and will be afforded an opportunity to meet and discuss with the principal and superintendent the reason for the transfer. The assistant may request and have an Association representative at this meeting if the assistant so chooses.

ARTICLE 14
EFFECT OF AGREEMENT AND DURATION

A. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

B. Board Rights

All functions, rights, and powers or authority of the Board, which are not specifically limited by the express language of this Agreement, are retained by the Board.

C. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, sections or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, section or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

D. Duration

This Agreement shall be effective upon the date of its execution and shall continue in effect until 11:59 pm, August 15, 2021. Appendices A, B, C, and D shall be effective August 15, 2017, 2018, 2019, and 2020, respectively.

In Witness Whereof:

For the East Maine Teacher
Assistants Association

For the Board of Education
East Maine School District No. 63

President: Mary Spedden

President: Alexandra Brook

Secretary: Jeff Desjardins

Secretary: Leah Fozz

Dated: 9-22-17

Dated: 9/14/2017

APPENDIX A
2017-2018 STARTING SALARY SCHEDULE

Step	30 Hrs	60 Hrs	90 Hrs	BA
1	17,527	18,480	19,501	20,536
2	17,744	18,709	19,743	20,791
3	18,106	19,091	20,145	21,215
4	18,477	19,480	20,557	21,648

All employees who have completed eight (8) to eleven (11) years of service within the bargaining unit prior to a school year shall receive an additional \$400. All employees who have completed twelve (12) to nineteen (19) years of service within the bargaining unit prior to a school year shall receive an additional \$700. All employees who have completed twenty (20) or more years of service within the bargaining unit prior to a school year will receive an additional \$1000.

Effective July 1, 1999, individuals hired who have documented full time experience as a teaching assistant or teacher in an accredited public or private school outside of District 63 may be given full credit, for purposes of placement on the salary schedule, for up to 3 years of experience. Individuals with such experience will be placed on the salary schedule as follows:

0 years experience	first step
1 year experience	second step
2 years experience	third step
3 years experience	fourth step
4+ years experience	fourth step

(Placement on the salary schedule will not be made on the basis of the label of the step, but rather its position on the salary schedule. For example, in each school year, the second step is labeled "2").

Annual salary is paid over 20 or 24 pay periods at a gross per pay amount determined by dividing the annual salary by 20 or 24.

**APPENDIX B
2018-2019 STARTING SALARY SCHEDULE**

Step	30 Hrs	60 Hrs	90 Hrs	BA
1	18,053	19,034	20,086	21,152
2	18,277	19,270	20,336	21,414
3	18,650	19,664	20,749	21,851
4	19,031	20,065	21,173	22,297

All employees who have completed eight (8) to eleven (11) years of service within the bargaining unit prior to a school year shall receive an additional \$400. All employees who have completed twelve (12) to nineteen (19) years of service within the bargaining unit prior to a school year shall receive an additional \$700. All employees who have completed twenty (20) or more years of service within the bargaining unit prior to a school year will receive an additional \$1000.

Effective July 1, 1999, individuals hired who have documented full time experience as a teaching assistant or teacher in an accredited public or private school outside of District 63 may be given full credit, for purposes of placement on the salary schedule, for up to 3 years of experience. Individuals with such experience will be placed on the salary schedule as follows:

0 years experience	first step
1 year experience	second step
2 years experience	third step
3 years experience	fourth step
4+ years experience	fourth step

(Placement on the salary schedule will not be made on the basis of the label of the step, but rather its position on the salary schedule. For example, in each school year, the second step is labeled “2”).

Annual salary is paid over 20 or 24 pay periods at a gross per pay amount determined by dividing the annual salary by 20 or 24.

APPENDIX C
2019-2020 STARTING SALARY SCHEDULE

Step	30 Hrs	60 Hrs	90 Hrs	BA
1	18,504	19,510	20,588	21,681
2	18,734	19,752	20,844	21,950
3	19,116	20,156	21,268	22,398
4	19,507	20,566	21,703	22,854

All employees who have completed eight (8) to eleven (11) years of service within the bargaining unit prior to a school year shall receive an additional \$400. All employees who have completed twelve (12) to nineteen (19) years of service within the bargaining unit prior to a school year shall receive an additional \$700. All employees who have completed twenty (20) or more years of service within the bargaining unit prior to a school year will receive an additional \$1000.

Effective July 1, 1999, individuals hired who have documented full time experience as a teaching assistant or teacher in an accredited public or private school outside of District 63 may be given full credit, for purposes of placement on the salary schedule, for up to 3 years of experience. Individuals with such experience will be placed on the salary schedule as follows:

0 years experience	first step
1 year experience	second step
2 years experience	third step
3 years experience	fourth step
4+ years experience	fourth step

(Placement on the salary schedule will not be made on the basis of the label of the step, but rather its position on the salary schedule. For example, in each school year, the second step is labeled “2”).

Annual salary is paid over 20 or 24 pay periods at a gross per pay amount determined by dividing the annual salary by 20 or 24.

The starting salary schedule for the 2020-2021 school year will be created once the CPI + 2% increase (capped at 4.5%) is calculated in accordance with Article 12, Section A.

**Memorandum of Agreement
Extension of Collective Bargaining Agreement for Additional Four Years
2021-2025**

This Memorandum of Agreement (“MOA”) is entered into this 3rd day of June 2021 between the Board of Education of East Maine School District 63 (“Board”) and the East Maine Teacher Assistants Association, IEA-NEA (“Association) collectively referred to as the “Parties”.

WHEREAS, the Board and Association are parties to the 2017-2021 Collective Bargaining Agreement (“CBA”);

WHEREAS, the Board and the Association convened to begin negotiations for a successor collective bargaining agreement;

WHEREAS, after several meetings, the Parties realized that recent events of national and international import significantly affected the ability for the school district to operate. The schools were closed and meetings of small and large groups of individuals were prohibited by Executive Order of the Governor;

WHEREAS, given the magnitude of the events leading to the closing of schools, the Board and the Association believe it is in the best interest of all involved to extend the Collective Bargaining Agreement (“CBA”) for an additional four (4) years through the 2024-2025 school year;

NOW, THEREFORE, the Parties agree as follows:

1. Duration

The CBA will be extended to August 15, 2025. All relevant dates in the agreement, will be changed to accommodate the extension to August 15, 2025.

2. Salary

Article 12, Section A of the CBA will be modified to provide every member of the bargaining unit, except those in the Article 10 Teacher Retirement Program, with salary increases as follows:

2021-2022	4.25% over the 2020-2021 salary
2022-2023	4.0% over the 2021-2022 salary
2023-2024	4.0% over the 2022-2023 salary
2024-2025	3.75% over the 2023-2024 salary

3. New Hires

For purposes of hiring new bargaining unit employees, the Starting Salary Schedule attached to this Agreement as Exhibit A will be implemented for the duration of this extension.

4. Article 12.A - Language Modification

The following sentence will be added to the CBA in Article 12, Section A: “In the event new teacher assistants to the District are hired at a salary higher than current teacher assistants with the same or more experience and education level, the salaries of such current teacher assistants shall be equalized to that paid the new employees.”

5. Effect of Agreement

All other terms and conditions of the Parties' Collective Bargaining Agreement, will remain in full force and effect until August 15, 2025.

IN WITNESS WHEREOF, this Memorandum of Agreement is agreed to and authorized by the signatures of the Parties' representatives as set forth below.

Board of Education of East Maine
School District 63,
Cook County, Illinois

East Maine Teacher Assistants Association
IEA/NEA

By: Alyxandra Brook

By: Michael Liker

Dated: 06/07/2021

Dated: 6/24/2021

**EXHIBIT A
2021-2022 STARTING SALARY SCHEDULE**

Step	30 Hrs	60 Hrs	90 Hrs	BA
1	\$20,581	\$21,673	\$22,843	\$24,029
2	\$20,831	\$21,936	\$23,121	\$24,321
3	\$21,245	\$22,374	\$23,581	\$24,807
4	\$21,670	\$22,819	\$24,053	\$25,302

2022-2023 STARTING SALARY SCHEDULE

Step	30 Hrs	60 Hrs	90 Hrs	BA
1	\$21,405	\$22,540	\$23,757	\$24,990
2	\$21,664	\$22,813	\$24,046	\$25,294
3	\$22,095	\$23,269	\$24,524	\$25,800
4	\$22,537	\$23,732	\$25,015	\$26,314

2023-2024 STARTING SALARY SCHEDULE

Step	30 Hrs	60 Hrs	90 Hrs	BA
1	\$22,261	\$23,442	\$24,707	\$25,990
2	\$22,531	\$23,726	\$25,007	\$26,306
3	\$22,979	\$24,200	\$25,505	\$26,832
4	\$23,438	\$24,681	\$26,016	\$27,367

2024-2025 STARTING SALARY SCHEDULE

Step	30 Hrs	60 Hrs	90 Hrs	BA
1	\$23,096	\$24,321	\$25,633	\$26,965
2	\$23,376	\$24,615	\$25,945	\$27,292
3	\$23,841	\$25,107	\$26,462	\$27,838
4	\$24,317	\$25,607	\$26,991	\$28,393

All employees who have completed eight (8) to eleven (11) years of service within the bargaining unit prior to a school year shall receive an additional \$400. All employees who have completed twelve (12) to nineteen (19) years of service within the bargaining unit prior to a school year shall receive an additional \$700. All employees who have completed twenty (20) or more years of service within the bargaining unit prior to a school year will receive an additional \$1000.

Effective July 1, 1999, individuals hired who have documented full time experience as a teaching assistant or teacher in an accredited public or private school outside of District 63 may be given full credit, for purposes of placement on the salary schedule, for up to 3 years of experience. Individuals with such experience will be placed on the salary schedule as follows:

0 years experience	first step
1 year experience	second step
2 years experience	third step
3 years experience	fourth step
4+ years experience	fourth step

(Placement on the salary schedule will not be made on the basis of the label of the step, but rather its position on the salary schedule. For example, in each school year, the second step is labeled “2”).

Annual salary is paid over 20 or 24 pay periods at a gross per pay amount determined by dividing the annual salary by 20 or 24.

**MEMORANDUM OF AGREEMENT
2021-2022 Performance Evaluations**

WHEREAS, the Board of Education of East Maine School District 63, Cook County, Illinois (the "Board") and the East Maine Teacher Assistants Association, IEA/NEA (the "EMTAA") are parties to a collective bargaining agreement covering the 2021-25 school years (the "Agreement");

WHEREAS, Article 5 of the Agreement explains the process for evaluations; and

WHEREAS, the parties wish to memorialize their agreement regarding evaluations during the 2021-2022 school year due to COVID-19 disruptions.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Board and the EMTAA agree that due to the disruptive nature of COVID-19, including but not limited to the necessity for remote instruction, the difficulty in completing appropriate observations of staff, there will be no performance evaluations conducted of EMTAA bargaining unit members during the 2021-22 school year, except the following categories:

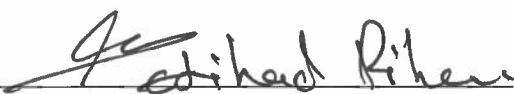
- Probationary teacher assistants as determined by the Administration.

Section 2. All employees scheduled for evaluation in 2021-22, but who are not in fact evaluated, whose last rating was "Meets Job Performance Expectations" will receive this same rating for 2021-22.

Section 3. Nothing herein prevents the Administration from counseling or otherwise addressing with an employee observed performance deficiencies.

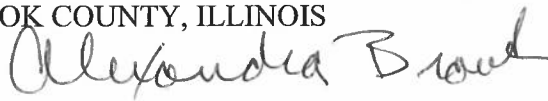
Section 4. All other provisions of the Agreement shall remain unchanged.

EAST MAINE TEACHER ASSISTANTS
ASSOCIATION IEA/NEA



President

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT 63,
COOK COUNTY, ILLINOIS



President

Date: 1/18/2022

Date: January 13, 2022

MEMORANDUM OF AGREEMENT

East Maine School District 63, East Maine Education Association, East Maine Teacher Assistant Association, East Maine Custodial Maintenance Association, and East Maine Educational Support Personnel Association

Regarding COVID-19-Related Sickness

The District, the EMEA, the EMTAA, the EMCMA, and the EMESPA, respectively, wish to support staff members during the COVID-19 Pandemic. To that end, the parties agree to the following:

1. Regular employees are eligible for up to ten (10) full working days of paid administrative leave, without deduction from accumulated sick leave, during the 2021-2022 school year for the reasons set forth in Section 4, below. The paid administrative leave does not represent sick or personal leave and does not accumulate or carry over to another year if not used.
2. Paid administrative leave under this Agreement will be issued retroactive to August 12, 2021, and shall be available through June 30, 2022. Employees who had sick leave days deducted from their accumulated balances during the 2021-22 school year prior to the effective date of this Agreement for absences due to any of the reasons in Section 4 below shall have such sick days reinstated to their balances. Provided, however, each reinstated sick day shall reduce one-for-one the ten days of paid administrative leave made available under this Agreement.
3. The ten (10) full day paid administrative leave referenced above is not available for a leave of absence due to any other reason, including the employee staying home to care for another individual whether or not in the immediate family or household, or for childcare purposes.
4. In order to be eligible for the ten (10) full working days of paid administrative leave an employee must be unable to work remotely and:
 - a. (1) have a current diagnosis of COVID-19 resulting in his/her inability to work, in-person or remotely, substantiated by the results of a PCR test and documentation from a physician licensed in Illinois to practice medicine or surgery in all its branches, a licensed advanced practice nurse, or a licensed physician assistant; or (2) be experiencing a symptom or symptoms of COVID-19 identified by the CDC or Illinois Department of Public Health and be seeking or awaiting the results of a COVID-19 test; or (3) be excluded from school property due to close contact with a student or colleague when such close contact occurred at work and could not have been avoided by the employee due to the nature of the employee's job duties; or (4) be excluded from school property due to close contact with a member of the employee's household who tests positive for COVID-19; and

- b. Not engage in any voluntary travel or activities which do not comply with federal and state guidelines regarding recommended methods of mitigating the spread of COVID-19. This includes, but is not limited to, failing to isolate/quarantine per a Federal, State or local quarantine or isolation order, or recommendation or advice of a health care provider.
 - c. Appropriate documentation shall be required to substantiate the conditions described in Section 4(a) above, including COVID test results or other medical documentation as determined by the District.
- 5. If the employee tests positive for COVID-19 and is asymptomatic, or has COVID-19 symptoms, or is required to be excluded from school property, but is otherwise able to work remotely, the employee is expected to work remotely as authorized by the Administration. On days the employee works remotely the full work day, the employee will not be charged a day of administrative leave granted by this Agreement.
- 6. The employee must satisfy all current CDC and IDPH requirements for safely returning to work following a COVID-19 infection or following the appearance of COVID-19 symptoms (e.g. symptom-free and no longer considered contagious) before being allowed to return to work in-person.
- 7. Should the employee receive worker's compensation payments for the same period of time as the paid leave of absence, the employee shall be required to remit those payments to the District.
- 8. The employee's false representations or misuse of the paid administrative leave may result in:
 - a. Immediate discontinuation of the paid administrative leave;
 - b. Docking the employee's accumulated sick days for any paid administrative leave day previously used; and/or
 - c. Discipline in accordance with the Collective Bargaining Agreement and applicable laws.
- 9. Decisions regarding granting or denying leave under this Memorandum of Agreement shall not be grievable and shall be final. The non-grievability of this Agreement is not precedential and does not pertain to or affect any provisions of the Collective Bargaining Agreement. If the State of Illinois or the federal government creates or approves a new COVID-19 leave benefit (e.g., paid administrative leave for COVID-related absences) that mandates paid time off for COVID-19 related reasons, this Memorandum of Agreement will be suspended immediately.

This Memorandum of Agreement is non-precedential and will not be binding or enforceable in any school years other than the 2021-22 School Year. This Memorandum of Agreement shall not modify, amend, or supersede the terms or conditions set forth in the current Collective Bargaining Agreement, except as expressly provided herein. This Memorandum of Agreement is agreed to and authorized by the signatures of the parties' representatives as set forth below.

EAST MAINE EDUCATION ASSOCIATION
IEA/NEA

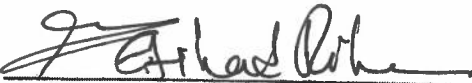


President

1-18-22

Date

EAST MAINE TEACHER ASSISTANT
ASSOCIATION IEA/NEA

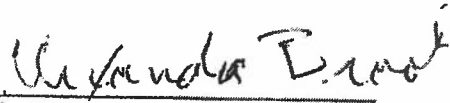


President

1/20/2022

Date

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT
63, COOK COUNTY, ILLINOIS



President

JANUARY 13, 2022

Date

EAST MAINE CUSTODIAL
MAINTENANCE ASSOCIATION
IEA/NEA



President

1-20-22

Date

EAST MAINE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION IEA/NEA



President

1/18/22

Date

MEMORANDUM OF AGREEMENT

EMTAA Substitute Teaching

THIS AGREEMENT is made this 3rd day of February 2022, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE TEACHER ASSISTANT ASSOCIATION, IEA/NEA (the "EMTAA").

WHEREAS, the EMTAA is the exclusive bargaining representative for the BOARD'S Teacher Assistants ("TAs");

WHEREAS, Article 12.I. of the Contract provides as follows:

If an assistant possesses a teaching certificate or a substitute teaching certificate and the assistant substitutes for a teacher for a day due to the lack of a regular substitute, the assistant will be compensated at the assistant's daily rate or the thirty (30) day substitute rate, whichever is greater. If the assistant gives up his or her lunch period to substitute teach, the assistant will be paid \$15.00.

WHEREAS, the BOARD and the EMTAA agree that TAs will receive a pay differential of \$30 for a full day and \$15 for a half-day of substitute teaching, retroactive to August 16, 2021.

WHEREAS, the BOARD and the EMTAA wish to memorialize their agreement.

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

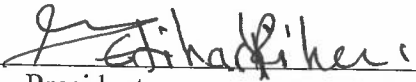
Section 1. Article 12.I. of the Contract is hereby modified as follows:


If an assistant possesses credentials to work as a substitute teacher and the assistant substitutes for a teacher for a full-or-half day due to the lack of a regular substitute, the assistant will be compensated at the assistant's daily rate plus \$30 for a full day and \$15 for a half-day of substitute teaching.

Section 2. The BOARD and the EMTAA agree that this Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

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

By: 
President

By: 
President

Date: 2/7/2022

Date: 2/3/2022

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 TEACHER ASSISTANTS ASSOCIATION, IEA/NEA (the "EMTAA").

WHEREAS, the EMTAA is the exclusive bargaining representative for the BOARD'S teacher assistants; and

WHEREAS, the BOARD and the EMTAA are currently parties to a collective bargaining agreement covering the period 2017-2025; and

WHEREAS the BOARD and the EMTAA 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 EMTAA agree as follows:

Section 1. For the remainder of the 2017-2025 collective bargaining agreement, Article 12 (B) 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 EMTAA, 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 |

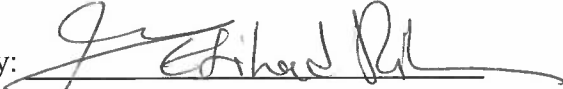
In implementing the Board premium contribution, no employee may receive an amount in excess of the actual cost of the plan/coverage chosen.

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 EMTAA 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.

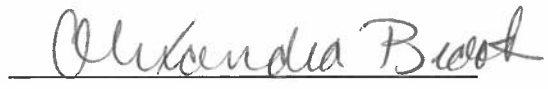
Section 2. The BOARD and the EMTAA agree that this Memorandum of Agreement does not represent a permanent change to the parties' collective bargaining agreement. It is provided as an equivalent benefit to that found in the new agreement between the Board and the EMEA. As such, it will be implemented for the duration of the 2017-2025 EMTAA agreement. Upon the expiration of said agreement, the Board and the EMTAA will commence bargaining for a successor agreement and the starting point for such bargaining will be the insurance language found in Article 12 (B) of the 2017-2025 agreement.

EAST MAINE
TEACHER ASSISTANTS
ASSOCIATION, IEA/NEA

By: 
President

Date: 10/24/2023

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

By: 
President

Date: 11/2/2023

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