

AGREEMENT BETWEEN
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION
(ESPA)

and the

BOARD OF EDUCATION

OF

COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 15

PALATINE, ILLINOIS

2013-2017

Scott Thompson, Ed.D.
Superintendent of Schools

District 15 Negotiating Team

Dr. Scott Thompson, Superintendent of Schools – Richard L. Bokor, Board of Education
Darlene von Behren, Assistant Superintendent of Personnel & Human Services
Michael Adamczyk, Assistant Superintendent of Business & Auxillary Services
Cynthia Phelps, Director of Student Services
Peg Lasiewicki, Principal of John G. Conyers Learning Academy
Christie Samojedny, Principal of Stuart R. Paddock
Theresa Sofianos, Principal of Hunting Ridge

Educational Support Personnel Association Negotiating Team

Angie Drazkowski, President
Barbara Beahr, Treasurer
Marilyn Borris, Secretary
Angie Meinzer, Membership
Amy Kunz, IEA UniServ Director
Susan Phelan, Former Membership Chair

Board of Education

Peggy Babcock, President
Richard L. Bokor, Vice President
James G. Ekeberg
Scott Herr
Gerald Iannuzzelli
David W. Seiffert
Manjula V. Sriram

Table of Contents

| | |
|---|----|
| BELIEFS | 7 |
| Article 1. Preamble..... | 8 |
| Article 2. Recognition | 8 |
| Article 3. Association and District Matters..... | 8 |
| A. Board Information | 8 |
| B. Use of School Facilities | 9 |
| C. Dues Deduction | 9 |
| D. Negotiations..... | 9 |
| E. Communications Council | 9 |
| F. Association Leave..... | 10 |
| G. Fair Share..... | 10 |
| Article 4. Grievance Procedure..... | 10 |
| A. Guidelines | 10 |
| B. Steps | 11 |
| C. Binding Arbitration | 11 |
| Article 5. Definition of Full-time Employee | 12 |
| Article 6. Probationary Period..... | 12 |
| Article 7. Seniority | 12 |
| A. Definition | 12 |
| B. Categories | 12 |
| C. Guidelines | 12 |
| D. Seniority List..... | 13 |
| Article 8. Reduction in Force | 13 |
| Article 9. Assignments, Vacancies and Transfers..... | 13 |
| A. Assignments..... | 13 |
| B. Vacancies..... | 14 |
| C. Transfers | 14 |
| Article 10. Disciplinary Action | 15 |
| Article 11. Evaluation..... | 15 |
| Article 12. Personnel Records | 16 |
| Article 13. Working Conditions | 16 |
| A. Mileage Reimbursement..... | 16 |
| B. Extended School Year and Summer Programs..... | 16 |
| C. Dispensing Medication..... | 17 |
| D. Conditions Related to Nursing | 17 |
| E. School Closure Due to Inclement Weather | 17 |
| F. Hazardous and Unsafe Conditions | 17 |
| G. Attacks on Employees | 18 |
| H. Duty Related Injury | 18 |
| I. Damage to Personal Property..... | 18 |
| J. Substitute Teaching Duties | 18 |
| Article 14. Training and Professional Development | 18 |
| A. New Employee Orientation and Mentoring..... | 18 |
| B. Ongoing Training | 18 |
| C. Professional Development..... | 19 |
| Article 15. Leaves..... | 19 |
| A. General Information | 19 |
| B. Sick Leave..... | 19 |
| C. Catastrophic Illness Leave..... | 20 |

| | |
|--|---------|
| D. Personal Leave..... | 20 |
| E. Unpaid Leave | 21 |
| F. Jury Duty Leave..... | 21 |
| G. Bereavement Leave..... | 21 |
| H. Family And Medical Leave (FMLA) | 21 |
| Article 16. Work Calendar | 21 |
| A. Calendar..... | 21 |
| B. Breaks and Lunches | 22 |
| C. Paid Vacation | 22 |
| D. Paid Holidays..... | 22 |
| Article 17. Wages and Benefits | 23 |
| A. Wages | 23 |
| B. Benefits | 24 |
| Article 18. Management Rights | 25 |
| Article 19. No Strike Clause..... | 25 |
| Article 20. Savings Clause..... | 26 |
| Article 21. Complete Understanding | 26 |
| Article 22. Term of Agreement..... | 27 |
| Wage Schedules | 29 – 32 |

Beliefs

As Educators, we share these beliefs which guide our efforts to develop life-long learners and responsible decision-makers:

1. We believe that all of our efforts should be directed toward benefiting the well-being of the students entrusted to us.
 2. We recognize the importance of people having opportunities for growth, and we encourage innovation and creativity in the pursuit of excellence in education.
 3. We believe in the growth of education as a profession and recognize that all associated with education should be involved in setting and implementing standards of professional practice.
 4. We are committed to placing educational decision making in the hands of those involved at the building level. We also appreciate the differences among the various schools of the District.
 5. We recognize the importance of broad-based involvement in decision-making, and encourage collaboration and consensus, when appropriate, in making educational decisions.
 6. We believe that mutual trust and open communication are integral parts of broad-based involvement in decision making.
 7. We believe that everyone makes an integral and valuable contribution to the education of our children.
- * For consensus to exist, it is not necessary for every participant to agree in full, but it is necessary for every participant to be heard and, in the end, for none to believe that the decision violates his or her conviction. It is not necessary that every person consider the decision to be the best one.

Article 1. Preamble

The Educational Support Personnel Association believes the common goal of all District Employees, in conjunction with the Board of Education, is quality education and the well-being of the children of Community Consolidated School District 15. To achieve this goal, the Association and the Board have agreed upon this formalized method of communication.

Article 2. Recognition

- A. In accordance with the IELRB's certification effective May 25, 2011, the Board of Education of Community Consolidated School District #15, Cook County, Illinois (hereinafter referred to as the "Board" or the "District"), recognizes Educational Support Personnel Association, IEA-NEA (hereinafter referred to as the "Association"), as the sole and exclusive negotiating agent for all educational support personnel (hereinafter referred to as "Employees").
- B. Educational support personnel shall include all full-time and regular part-time clerical Employees and Program Assistants employed by the Board including ten-month, eleven-month, and twelve-month Secretaries, Building Secretaries, Program Assistants, Clerical Assistants, Office Clerical Assistants, Resource Center Clerical Assistants, TPI Tutors, Class IV Secretaries in the Business Department, Crisis Interventionists, and Registered Nurses, Clerical Assistants in the School Nutrition Services Department, AVID Tutors and Grant Assistants, excluding Superintendent Secretaries, Cabinet Secretaries, Executive Secretaries, Benefits Specialist, Payroll Specialist and assistant, supervisors, managerial Employees, confidential Employees, short-term Employees, students, craft Employees, and all other non-professional Employees as defined in the Illinois Education Labor Relations Act.
- C. The ESPA President or designee is recognized as the official spokesperson for the Association.

Article 3. Association and District Matters

- A. Board Information
 1. Notification of Board Meetings. The ESPA President and/or the President's designee shall be provided with a written notice of all regular meetings of the Board together with a copy of the agenda and a copy of the minutes from the previous Board meeting(s) to be approved, and complete Board packet for all open session items (i.e. excluding closed session or other confidential items) at least twenty-four (24) hours prior to the scheduled time of the meeting. The ESPA President shall also receive a copy of any video recording (with audio) of Board of Education meetings within seven (7) business days of such meeting. The District shall provide a minimum of a five (5) school day notice to the ESPA President or designee if it intends to request an ESPA Representative to speak at a Board meeting.
 2. Association Copies of Board Minutes. If the officially approved minutes differ in any way from the unofficial minutes, a letter explaining the discrepancy may be requested by ESPA. These copies shall be emailed to the ESPA President (if an electronic copy is not available, then a copy shall be mailed to or placed in the mailbox of the ESPA President.)
 3. Association Copies of Board Reports. The administration will make available to the Association, upon written request, the tentative budget, final board adopted budget, audit reports, and the quarterly budgetary fiscal reports. The Administration shall provide the ESPA with an electronic copy (if available) of the aforementioned material. If an electronic copy is not available, a paper copy shall be provided.
 4. Board Agenda. The Association may request matters to be placed on the agenda of all regular Board meetings as long as these matters are requested in writing to the Superintendent prior to the date on which the agenda and notice of the Board meeting are posted as required by law.
 5. Information requested by the Association, which is required to be disclosed under the *Freedom of Information Act*, shall be provided, upon request, to the Association, free of charge.

B. Use of School Facilities

1. Duly authorized representatives of the Association shall have the exclusive right to use the District mail service, mailboxes, bulletin boards, email, and internet for the following purposes: all Association business including, but not limited to, notices of Association meeting, minutes of Association meetings, elections, results of elections, appointment of officers and committees, and social, educational, and recreational activities of the Association.
2. The Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business. When special custodial service is required, the Board may make a reasonable charge therefore.
3. Use of school facilities pursuant to Paragraphs 1 and 2 above shall be permitted provided that such use shall not interfere with nor interrupt normal school operations.
4. The District shall notify the ESPA President or designee of any change to the email system regarding backing up, deleting or archiving no less than ten (10) school days prior to implementation. Any such changes occurring while school is not in session shall not be implemented until ten (10) business days from a signed confirmation of written notification to the ESPA President or designee.

C. Dues Deduction

1. The District shall provide the Association with a list of all Employees on the 15th of each month. Such list shall include each Employee's name, address, date of hire, the name of the school and position to which the Employee is assigned, and number of assigned daily hours.
2. The District shall supply the Association with an electronic list of all Employees and their respective dues upon the first payroll containing the dues deduction and each deduction thereafter. During the school year the District shall notify the Association of a change in employment status reflecting a change in deductions.
3. Any Employee who is a member of the Association may sign a membership form authorizing the deduction of membership dues. Such authorization shall include a waiver of all rights and claims for membership dues deducted and transmitted to the Association and shall further relieve the Board and all its officers of any liability in this matter. Such authorized deductions shall continue in effect from year to year unless rescinded in writing by the Employee.
4. The Association shall annually certify the rates of membership dues. The Association shall forward the names for dues deduction to the Business Office no later than September 30 for the first deduction to be made October 15. The Association will provide the District with new names by the 30 of the month for deductions to begin the 15th of the following month. The last dues deductions will normally occur on June 30.
5. The dues amount transferred to the Association shall be in the form of an automatic deposit into a bank account of the Association's choice.
6. Employees who leave the District prior to the end of the school year shall have their remaining dues obligations deducted from their final paycheck.

D. Negotiations

Negotiations will be conducted in compliance with the Illinois Educational Labor Relations Act.

E. Communications Council

Representatives from the Association and the District will meet as needed to discuss issues that affect Employees.

F. Association Leave

1. The Board agrees to permit the Association to use up to ten (10) days per school year with pay at the Association's discretion for the purpose of conducting official Association business related to the District.
2. The Association will reimburse the District for the cost of a substitute for up to thirty (30) additional days of Association Leave.

G. Fair Share

1. It is recognized that the negotiation and administration of this Agreement results in expenses, which are appropriately shared by all Employees. To this end, if an Employee does not join the Association within 30 days of commencement of his/her duties, or the effective date of this Agreement, whichever is later, such Employee(s) will:
 - a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration.
 - b. Pay directly to the Association a like sum.
2. In the event that the Employee does not execute an authorization or does not pay his/her fair share fee directly to the Association by thirty (30) days following the commencement of employment of the Employee or the effective date of this Agreement, whichever is later, the Board shall deduct the fair share fee in equal payments from the regular salary check of the Employee. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
3. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board notifies the Association promptly in writing and permits the Association to intervene as a party if it so desires.
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
4. The Association shall indemnify and hold harmless the Board, its members, officers, agents and Employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any of such provisions.
5. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Board.

Article 4. Grievance Procedure

A. Guidelines

1. A grievance is defined to be a complaint by any Employee in the bargaining unit or the Association based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.
2. Each grievance must list the names of the individual(s) directly affected, contain specific, relevant facts, identify the relief requested, and cite the alleged Agreement violation and a statement of the incident.
3. Nothing contained herein shall be construed as limiting the right of any Employee to pursue a grievance without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and does not proceed beyond Step 2 of the grievance procedure.
4. It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement.
5. A grievance may be withdrawn at any level without establishing precedent and shall

- be treated as if it were never filed.
6. The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.
 7. Time limits set forth in this procedure may be extended by mutual written agreement.
 8. If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.
 9. Re-employment or discharge of probationary Employees is not a proper subject for grievances under the grievance procedure.
 10. For the purpose of this Article, a work day is defined as a day when the District office is open for business.

B. Steps

Informal: The parties acknowledge that it is most advantageous that an Employee and his or her immediate supervisor resolve problems through free and informal communication. Prior to any grievance being filed the parties agree to an informal step in which the complaint is presented by the Employee or the Association to the principal or supervising administrator. If, however, this process does not satisfy the Employee or the Association, a grievance may be processed/

Step 1: The grievant or the Association representative shall present a written statement of the alleged violation to the principal or supervising administrator within twenty (20) working days after the incident giving rise to the grievance. The principal or supervising administrator shall, within ten (10) work days of the receipt of the grievance, confer with the grievant and/or the Association representative to try to resolve the grievance. The principal or supervising administrator shall, within ten (10) work days after the completion of the conference, give his/her written decision. A copy of the decision shall be given to the Association.

Step 2: In the event the grievance has not been resolved in the first step, the Association representative and/or grievant may appeal to the Superintendent or his or her designee. The appeal shall be made within ten (10) work days after the receipt of the principal's or supervising administrator's decision. Within ten (10) work days of the receipt of the appeal, the Superintendent or designee shall confer with the Association representative and/or grievant in an effort to resolve the grievance. The Superintendent, within ten (10) work days following the conference, shall file the written decision and reasons therefore with the grievant and the Association representative.

Step 3: Within ten (10) work days after receiving the decision of the Superintendent, the Association may submit the grievance to arbitration.

C. Binding Arbitration

1. The arbitrator in his or her decision, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue or issues presented by the parties and the decision must be based solely upon his or her interpretation of the meaning of the express relevant language of this Agreement.
2. The Board and the Association will select a third party to act as an impartial arbitrator and the administrator of the proceedings. The list can be provided by the American Arbitration Association or Federal Mediation and Conciliation Service. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator shall be divided equally between the parties.

Article 5. Definition of Full-time Employee

- A. For the purpose of this Agreement, an Employee shall work no less than five and one-half (5.5) hours per day to qualify for full-time status and related benefits.
- B. No Employee will lose credit for years of full-time employment within the bargaining unit which was earned during prior Agreements between the District and the Association.
- C. If an Employee terminates employment with the District and is subsequently rehired, he/she will be required to work the minimum number of hours needed to qualify for full-time status and related benefits.

Article 6. Probationary Period

- A. Employees new to the District shall have a probationary period of one hundred twenty (120) workdays.
- B. The probationary Employee's supervisor will discuss any issues and/or concerns that arise during the probationary period with the Employee in advance of the end of that period in order to provide time to remediate deficiencies.
- C. A probationary Employee may be discharged without recourse at any time prior to the end of the probationary period. The discharge of a probationary Employee shall not be subject to the provisions of the grievance procedure of this Agreement.

Article 7. Seniority

A. Definition

Seniority shall be defined as the total continuous length of service within the District as a full-time Employee in the bargaining unit. Seniority shall begin upon the successful completion of the probationary period and be retroactive to the Employee's first working day.

B. Categories

Seniority will be category-specific within each of the following categories:

1. Standard Program Assistants
2. Bilingual Program Assistants
3. Personal Care Aides
4. Registered Nurses
5. Secretaries
6. Clericals
7. Grant Assistants
8. TPI Tutors*

*The position of TPI Tutor will be eliminated through attrition or will sunset at the end of this Agreement, whichever comes first.

C. Guidelines

1. Seniority will transfer from any bargaining unit position to another bargaining unit position based upon certification and being highly qualified for those positions.
2. An Employee will carry seniority within his/her category-specific position.
3. Seniority is defined as the total length of continuous full-time service within the District as an Employee and is significant in determining the order of layoff during a reduction in force.
4. If an Employee voluntarily moves to a part-time position, seniority will cease. In the event the Employee returns to full-time employment as an Employee, seniority will restart with no prior accumulation for past service within the bargaining unit.
5. If an Employee is involuntarily moved to a part-time position, seniority will be neither gained nor lost.

6. All seniority is terminated when an Employee is discharged for just cause, when an Employee resigns, when an Employee fails to report to work within three days after being notified by registered mail, when an Employee is laid off for a period of more than one year or when an Employee transfers to a non-bargaining unit position.
7. There is no individual school or building seniority.

D. Seniority List

An updated seniority list shall be prepared by February 1 of each year and is available in the personnel office. One copy will be sent to the ESPA President.

Article 8. Reduction in Force

- A. If it is necessary for the District to reduce the number of Employees, this reduction shall be done according to Section 10-23.5 of the Illinois School Code (PA 85-647). Probationary Employees will be released first, part-time Employees will be released second, and full-time Employees will be released last in order of least senior to most senior.
- B. The order in which vacancies are offered to honorably dismissed Employees shall be in order of seniority within each category of position (most senior recalled first). Notices of all vacancies shall be sent by the personnel office to all dismissed Employees to the address furnished by the Employee. The District and Association will review and mutually agree to a recall procedure. When possible, dismissed Employees will be provided with information about the procedure prior to the end of the school year.

Article 9. Assignments, Vacancies, and Transfers

A. Assignments

1. Job Descriptions

- a. Employee job descriptions will be reviewed by the Communication Council, and appropriate updates will be recommended by the Communication Council.
- b. The Association shall have the option to periodically review job descriptions and to make recommendations for changes.
- c. The Personnel Office shall furnish to the Association copies of any new job description prior to the time of posting. The Association shall have the option to submit suggestions for consideration by the Personnel Office concerning such job description and classification.

2. Annual Notification of Employee Availability for Work

- a. All Employees will be sent a letter no later than May 1st of each year requesting them to notify the District whether or not they are available for work for the following school year. Each Employee is required to indicate yes or no with respect to returning to work, sign the form, and return it by the designated deadline in the letter.
- b. Failure to return the form by the deadline will result in that Employee being placed in the involuntary transfer pool for placement at the beginning of the school year.
- c. Failure to respond by the first day of the school year will be considered a resignation from employment in the District.

3. Allocation of Program Assistants

With respect to the allocation of Program Assistants, the section of the Agreement between the Board of Education and the Classroom Teachers' Council shall be used. In the event that this allocation is changed by the Classroom Teachers' Council and the Board of Education, those changes would be applicable to this Agreement.

4. Assignment of Program to Different Building

Generally, Program Assistants assigned to low incidence special education classrooms (autism program, AIME program, multiple needs classrooms, BD self-contained classrooms, etc.) transfer with the program if it is moved to another building.

5. Assignment of Secretaries to Twelve (12) Month Principals

Reassignment of existing secretaries from ten (10) month to twelve (12) month status for twelve (12) month principals will be on a voluntary basis. Vacant secretarial positions for twelve (12) month principals will be posted and filled with twelve (12) month secretaries.

6. District Right of Assignment

The principal has the sole responsibility for the administration of his/her school building and right of assignment.

B. Vacancies

1. Vacancies Within the Bargaining Unit

a. A vacancy is a newly created position or a current position within the bargaining unit, which the Board desires to fill.

b. Vacancies shall be posted on the District's website for five (5) calendar days, and shall contain the following:

- 1) The name of the position and classification
- 2) Location of the position
- 3) Starting date
- 4) Rate of pay
- 5) Work hours
- 6) Minimum requirements

c. The District shall notify the ESPA President and/or designee via daily email of each ESPA bargaining unit job vacancy posting. The notification shall include the same information specified in B.1.b above.

d. Vacancies will be posted at the Educational Service Center and on-line for a minimum of five (5) calendar days before the position is filled, with the exception of emergency vacancies which may require a shorter posting period (e.g., difficult to fill positions, last minute vacancies, etc.)

e. The District may fill any vacancy on a temporary basis. The definition of temporary is no more than thirty (30) workdays.

f. Employees who request to be considered for an open bargaining unit position will have their files reviewed by the District and granted an interview.

2. Vacancies Outside the Bargaining Unit

a. All vacancies outside the Bargaining Unit shall be posted on the District website.

b. A vacancy does not occur if the position is filled by recall, redeployment or reassignment of a current District employee.

c. Employees who request to be considered for an open non-bargaining unit position will have their files reviewed by the District.

d. Qualified Employees will be granted the opportunity to interview for a non-bargaining unit position. The District may limit such interviews to one event per twelve-month period per building per position.

C. Transfers

1. Procedure for Involuntary Transfers

a. An involuntary transfer occurs when an Employee is displaced from his/her position in a building due to the reduction/elimination in the number of positions at that building in his/her job category.

b. Prior to Employee notification of involuntary transfers, the ESPA President will be informed of the names of affected Employees and/or the number of involuntary transfers necessary at each building.

c. Prior to the first day of the school year, the District may transfer an Employee to a different position, based upon the needs of the District.

- d. On or after the first day of the school year, involuntary transfers will be handled as follows:
 - 1) If there is an oversupply situation (by job category) within a building, the District will ask for volunteers to voluntarily transfer to another position. If there are more volunteers than needed, the Employee with the most seniority (based upon District experience and qualifications) will receive the voluntary transfer to a different position.
 - 2) If there are no volunteers, the least senior Employee at the affected building (based upon District experience and qualifications) will be notified of an involuntary transfer to a different position.
 - 3) The District will not lower the rate of pay for an Employee who, during the school year, is reassigned to other duties which lowers his/her hourly rate. This guarantee shall cover only the school year in which the action takes place.

2. Procedure for Voluntary Transfers

- a. A voluntary transfer occurs when an Employee requests to move from one position to a different position in the District.
- b. Once the involuntary transfer process is completed, a list of remaining vacancies will be identified on the District's website.
- c. All voluntary transfer requests will be given consideration by the principals. A change in assignment will result only through mutual agreement between the receiving principal and the Employee requesting the transfer.
- d. Any Employee who is denied a voluntary transfer may request an explanation of that denial from the District.

Note: In-building assignment changes are the prerogative of the principal. Prior to reassigning an Employee, the principal will meet with that Employee and discuss the change in assignment and reason(s) therefore. If an Employee is not in agreement with a reassignment, he/she may choose to voluntarily transfer to another vacant position in the District.

Article 10. Disciplinary Action

- A. No Employee shall be disciplined or discharged without Just Cause.
- B. The ESPA President shall be copied on all letters of discipline.
- C. Employees may elect to have an Association representative present during disciplinary conferences.

Article 11. Evaluation

- A. All non-probationary Employees shall be evaluated by May 15 of each year. The building principal or immediate supervisor shall be responsible for completing a Classified Employee Performance Review form for each such Employee. An evaluation conference shall be held with each Employee and the building principal or immediate supervisor. Employees must sign the evaluation form to indicate completion of the process. A signature does not imply agreement with the ratings or comments.
- B. The time allotted to any remediation process shall be determined by the severity and nature of the deficiency. If an Employee is placed on remediation, notice will be sent to the Association.
- C. The Employee shall be able to submit written comments. Such comments and all written evaluations are to be placed in the Employee's personnel file.
- D. The current evaluation instrument will not be changed without prior negotiations with the Association.

Article 12. Personnel Records

- A. Only one (1) official file shall be kept for each Employee in the District and such file shall be kept in the central administrative office.
- B. Each Employee shall have the right to review, or may designate by written authorization a representative to review, the contents of his/her official personnel file maintained at the administrative office. The District may require reasonable advance notice from the Employee or designee to review the personal file. If such notice is required, it shall not be greater than two (2) full business days prior to the date requested for review. Neither the Employee, nor a representative, shall have the right to review any document, or other material, which is exempt from disclosure under the *Personnel Records Review Act*, 820 ILCS 40/10.
- C. All non-exempt communications including evaluations by supervisors or administrators, commendations, and validated complaints directed toward the Employee which are included in his/her official personnel file shall be signed and dated by the Employee prior to being placed in the file. The Employee must sign the written material when shown. However, the signature does not indicate agreement. The Employee shall have the right to attach dissenting material to any non-exempt item in the file. A copy of any material placed in a personnel file shall be provided to the Employee at the same time that the material is shown to the Employee, unless the Employee is exempt from disclosure.
- D. In order for disciplinary or any other material regarding complaints made against an Employee to be placed in a personnel file, such material must be verified with dates, times, places, supporting documentation or other supporting evidence confirming the accuracy of such complaint(s). The name(s) in support of the complaint, as well as the names of all other parties involved, must also be included to the extent permitted by law. The parties acknowledge that a mere presumption of guilt does not constitute a verified complaint in the absence of supporting documentation.
- E. Any written complaints or letters of discipline, which address behavior, which has jeopardized a safe school environment, may remain in the Employee's file and may be used for discipline. However, upon an Employee's request, all other written complaints or letters of discipline will be expunged from the Employee's file three (3) years after the date they are placed in the file and cannot be used for disciplinary purposes unless there is another complaint or letter of discipline of a similar nature against the Employee during the three (3) year period. In the event of a subsequent disciplinary complaint or letter of a similar nature, all related disciplinary materials shall remain in the Employee's personnel file until three (3) years from the last date of discipline.

Article 13. Working Conditions

- A. Mileage Reimbursement
 - 1. Employees who are required to use their automobiles in performing the duties to which they are assigned are allowed to claim mileage reimbursement under the District's regulations for such claims.
 - 2. Mileage to and from work at the beginning and the end of the school day is not eligible for reimbursement.
- B. Extended School Year and Summer Programs
 - 1. All current Employees, excluding probationary or RIF'd Employees, have right of first refusal when the District hires support personnel for the extended school year and summer programs.
 - 2. All current Employees, regardless of their building assignments during the regular school year, will be notified of available vacancies in the extended school year and summer programs.
 - 3. The District will post vacancies for the extended school year and summer programs to Employees no later than May 15 of each school year.

C. Dispensing Medication

Employees are not required to administer medication to students unless they voluntarily agree to do so by signing a School Medication Authorization Form. All medication shall be administered according to the Board of Education policy. The Board shall indemnify and hold harmless from any liability, Employees who administer medication to students. This provision shall not apply to any bargaining unit positions for which medical related duties are a routine part of their job description.

D. Conditions Related to Nursing

1. In a situation where a nurse encounters a new type of treatment or administration of medication, every effort will be made to provide training to that nurse.
2. A yearly pool of \$5,200 is available to grant additional paid work time outside the normal workday for Nurses to complete mandatory state documentation related to the state immunization survey. Such time shall be made available between the start of the school year and November 1. Request for approval of additional paid work time shall be made to the Health Services Coordinator, and such approval shall not be unreasonably denied.

E. School Closure Due To Inclement Weather

1. If schools are closed because of inclement weather, Secretaries and Grant Assistants are required to report to work.
2. Employees, except Secretaries and Grant Assistants, will not be docked wages if there is a school closure due to inclement weather, subject to the following conditions:
 - a. Secretaries or Grant Assistants who are unable to report to work due to inclement weather must use a vacation or personal day to receive payment for such day. If more than five (5) inclement weather school closure days occur between July 1 and June 30 of a given fiscal school year, Secretaries and Grant Assistants will not be required to use a vacation, personal, or sick day to receive payment for such day(s).
 - b. All other Employees are required to work a make-up day when schools are closed due to inclement weather. If more than five (5) inclement weather school closure days occur between July 1 and June 30 of a given fiscal school year, Employees will be required to work a make-up day to receive payment for such day(s).

F. Hazardous and Unsafe Conditions

1. Employees shall bring to the immediate attention of the District any situation considered to be unsafe or unhealthy. If the District determines that the situation is unsafe or unhealthy, but that work needs to continue, alternative work locations will be arranged. If the Superintendent determines that an emergency closure of schools is necessary because of conditions posing a threat to the health or safety of students, every effort shall be made to reschedule school so the Employees in the closed school(s) shall not lose their regularly scheduled salary because of the closure. In the event of a school closure due to hazardous or unsafe conditions, upon the Association's written request, the District shall bargain the impact.
2. The District shall make reasonable efforts to ensure a safe working environment.
3. School safety issues shall be referred to the building leadership or building crisis team.
4. The District shall inform the involved Employees as soon as reasonably possible when such Employees are potentially exposed to chronic communicable diseases as defined by the Center for Disease Control, if known. The Employee shall also be provided information regarding prevention and protection from such diseases. No information shall be released in violation of privacy laws.
5. Employees who are not sick, but unable to work at their assigned building due to other individual's illnesses as directed by their physician, will be provided with an alternate assignment until they are able to return to their assigned duties.

G. Attacks on Employees

The District shall comply with Section 10-21.7 of the School Code. Upon receipt of a written complaint from an Employee, the Superintendent shall report all incidents of battery committed against Employees to the local law enforcement authorities immediately after the occurrence of the attack and to the Department of State Police's Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack.

H. Duty Related Injury

No Employee shall suffer any loss of wages or sick/personal days if injured on the job as a direct result of working within the scope of his/her employment with a student or students or as part of assigned duties. All accidents, injuries, or occupational diseases incurred by Employees while on duty are to be reported immediately to the Employee's supervisor and the school nurse to determine whether or not medical attention is required. Accident report forms are to be completed by the supervisor and returned to the Personnel Office.

I. Damage to Personal Property

The District shall reimburse an Employee for the cost of replacing or repairing his/her eye glasses and/or hearing aid if such damaged or destroyed as a result of a physical assault by a student or in the act of protecting oneself, another employee, student, or parent from possible injury.

J. Substitute Teaching Duties

If an Employee holds a valid Illinois teaching or substitute certificate and is requested to perform duties as a substitute teacher, it shall be strictly voluntary and the Employee shall be compensated at the substitute rate of pay or his/her regular rate of pay whichever is higher.

Article 14: Training and Professional Development

The District and Association recognize the basic purpose of training and professional development is successful job performance and the effective operation of the total school system. To meet that purpose, specific training and professional development will be designed and provided to meet the needs of Employees.

A. New Employee Orientation and Mentoring

1. The first day of employment will consist of a full day of paid training related to the Employee's job assignment. Such training will familiarize the new Employee with the following:
 - a. District email and phone systems
 - b. Relevant computer programs (for example: AESOP, SISK, Skyward, etc.)
 - c. Essential functions of the job
2. As soon as practicable after the beginning of employment each new Employee will be invited to attend an orientation session with a representative of the Personnel Department and/or a building level supervisor to review job expectations and benefits.
3. The District will provide each new Employee with a copy of the ESPA Agreement.
4. The District (in coordination with the Communication Council) will explore ways to develop and oversee a New Employee Mentor Program.

B. Ongoing Training

1. Employee training needs will be addressed by the Communication Council.
2. A needs assessment to address the planning of training and professional development for the school year will be conducted for all Employee groups. This assessment will occur either at the end of a school year in planning for the following school year or at the beginning of a school year.
3. Employees will be paid at their normal hourly rate of pay for all District trainings.
4. If training is approved by the school principal, Employees who do not normally work on training days or teacher institute days may attend training on such days and be paid at their hourly rate of pay.
5. The District (in coordination with the Communication Council) will explore ways to provide yearly CPR/AED training to Employees who perform lunch and/or recess duty (or similar supervisory duties).

C. Professional Development

1. The Personnel Department has funds budgeted for Employee professional development. As such, Employees may submit reimbursement requests to the Personnel Department for professional development activities.
2. Requests for reimbursement of professional development expenses will be reviewed by the Communication Council, which will determine if the request for professional development will be approved based upon available funds, alignment with job description, and other appropriate considerations.
3. When possible, the District will serve as a provider for professional development activities.

Article 15. Leaves

A. General Information

1. Full-time Employees have access to all leaves benefits for which they meet eligibility requirements. Part-time Employees receive leave benefits where specifically indicated.
2. Employees shall notify the District sub-caller (AESOP) by the Employee's choice of either phone or on-line at the Employee's earliest knowledge of a pending leave day. The District will provide AESOP training to Employees who are newly integrated into the system.

B. Sick Leave

1. Sick leave is granted annually to all full-time Employees according to the following schedule:
 - a. Twelve (12) month Employees – twelve (12) sick days per year
 - b. Eleven (11) month Employees – eleven (11) sick days per year
 - c. Ten month (10) and school term Employees – ten (10) sick days per year
2. After the accumulation of eighty-nine (89) sick days, an Employee shall receive a minimum of fifteen (15) sick days per school year for illness or injury without loss of salary.
3. An Employee working less than a full year shall accrue sick leave on a pro-rated basis. An Employee earns sick leave for the first month of employment if his/her start date is on or before the 15th day of the month.
4. The maximum amount of accumulated sick leave shall be unlimited.
5. "Sick leave" means leave for pregnancy, birth, adoption, placement for adoption, injury, quarantine, death in the immediate family or household and illness on the part of the Employee, any member of the Employee's immediate family, or any designated person sharing the Employee's residence on a permanent basis. Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, "partner to a civil union" as defined by Illinois law, and legal guardians (of and for).
6. For purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, "birth" shall not be interpreted to include a non-disability child-rearing leave. Child-rearing leaves shall be available in accordance with the District's Family and Medical Leave Policy.
7. For purposes of this Section, "adoption" and "placement for adoption" shall include only those activities reasonably related and appropriate to the process for adoption or placement for adoption, including travel time where necessary.
8. When an Employee resigns or is terminated, he or she does not receive payment for accumulated sick days.
9. The District may require documentation from a physician licensed to practice medicine, or a properly authorized physician assistant, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness or injury, or thirty (30) days for birth, or as it may deem necessary in other cases. If the District does require documentation as a basis for pay during leave of less than three (3) consecutive days, the District shall pay the expenses incurred by the Employee in obtaining the certificate and provide written reason for such request to the Employee and ESPA.

C. Catastrophic Illness Leave

1. A full-time Employee who has a catastrophic illness will be credited with thirty (30) days of additional paid sick leave if he/she had thirty (30) or more accumulated sick leave days by July 1 of each year. If an eligible Employee had less than thirty (30) days of sick leave days by July 1 of that year, he/she will receive additional paid sick leave equal to fifty (50) percent of his/her total accumulated sick days that existed on July 1 of that year. Upon return to service, any unused catastrophic illness days will be credited to the Employee's personal accumulated sick leave days.
2. Sick Leave Donation for Catastrophic Illness
 - a. In the event a non-probationary full-time Employee has exhausted all of his/her leave days and has either exhausted or has no available catastrophic leave days, as described above, Employees may make a donation of up to two (2) sick days (a one day donation at a time) to such Employee.
 - b. The District will notify Employees of the opportunity to donate days. Any Employee willing to donate such days shall notify the personnel department at the District office no later than one (1) week after the request. A list shall be generated in inverse order of seniority, which shall guide the donation of days. The donated sick days must be used in the school year in which the days were donated.
 - c. The number of donated sick days available for use, per event, by an Employee may not exceed the number of work days during that Employee's normal work year (defined as July 1 through June 30.)
 - d. The use and allocation of these days will be monitored by the Communication Council.
3. For the purpose of this Article, "catastrophic illness" shall be defined as an Employee's life-threatening condition which may leave significant residual disability, including but not limited to AIDS, major burns, trauma with residual paralysis or coma, and cancer.

D. Personal Leave

1. Personal leave days or planned absences for all full-time Employees are intended to provide for legal business, professional, religious, and family obligations which Employees cannot meet outside the regular workday, and for funerals of close friends or relatives not covered by the bereavement days.
2. Unused personal leave days are added to sick leave accumulation on July 1 of each year. When an employee resigns or is terminated, he or she does not receive payment for unused personal leave days.
3. All full-time Employees will receive three (3) personal leave days per year. Employees who begin their service after December 1 shall receive two (2) personal days. Employees who begin their service after March 1 shall receive one (1) personal day.
4. Personal leave shall not be taken on a day immediately before or after a school break (winter or spring break) or on the first three (3) or last three (3) days of student attendance of a school year. Personal leave can be used, before and after a school break or on the first three (3) or last three (3) days of student attendance, with the specific written approval of the Superintendent or designee. Employees who do not receive approval may request the day(s) be taken as absent without pay ("AWP"). Approval of such AWP day(s) shall not be unreasonably withheld.
5. The District shall respond in writing, approving or denying all personal day and/or AWP requests within five (5) business days after receipt of such request. In the event the District does not respond within the five (5) business day time period, such request shall be deemed approved.
6. In the instance of taking a child to reside at College, a personal day will be granted provided that day falls on an Institute Day. If it falls on one of the first three (3) days of student attendance, it will be considered absence without pay.
7. When an Employee is absent on a day immediately after a school break because of delayed or cancelled transportation over which he/she has no control, the District shall grant personal leave. Approval of the use of personal leave is subject to written verification of the delay or cancellation from a reasonable source acceptable to the District.

E. Unpaid Leave

1. This benefit is available to all Employees, including part-time Employees.
2. In the event an Employee has no available or applicable leave days (e.g. sick, personal, bereavement, etc.) with the specific written approval of the Superintendent or designee, the Employee may be granted an unpaid leave. Approval shall not be unreasonably withheld.
3. An Employee who is unable to return to work after the exhaustion of all leave days plus an additional twelve (12) months may be terminated at the discretion of the Board, subject to any applicable state or federal rule or regulation.
4. An Employee on an unpaid leave may continue in the group health and group dental and vision insurance program at the Employee's expense, during the twelve (12) month period following the exhaustion of leave days.
5. The Employee will not accrue seniority during an unpaid leave.
6. An Employee who returns from such leave such not be guaranteed a particular position, but shall instead be assigned to a position for which he/she is qualified.

F. Jury Duty Leave

1. This benefit is available to all Employees, including part-time Employees.
2. An Employee shall be excused at full pay for the purpose of fulfilling a summons for jury duty.

G. Bereavement Leave

1. This benefit is available to all Employees, including part-time Employees.
2. An Employee will be allowed, at his/her option, up to four (4) days per occurrence without loss of pay for an absence due to a death in the immediate family, or of any designated person sharing the Employee's residence on a permanent basis. If the first day of the leave is on a Monday, one additional bereavement day will be allowed.
3. Immediate family is defined as parents, spouse, brothers, sisters, children, aunts/uncles, nieces/nephews, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, "party to a civil union" as defined by Illinois law, and legal guardians (of or for).

H. Family And Medical Leave (FMLA)

Employees who meet eligibility requirements for FMLA are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act (FMLA)*, subject to Board policy.

Article 16. Work Calendar

A. Calendar

1. Twelve (12) Month Secretaries and Grant Assistants. Two hundred sixty (260) paid workdays (which includes holidays), unless additional paid hours are requested by the administration.
2. Eleven (11) Month Secretaries. Two hundred twenty-seven (227) paid workdays (which includes holidays), unless additional paid workdays are requested by the administration.
3. Ten (10) Month Secretaries. Two hundred fifteen (215) paid workdays (which includes holidays), unless additional paid hours are requested by the administration. These secretaries will be eliminated through attrition or offered a 12-month position.
4. Ten (10) Month Secretaries for School Nutrition Services. 190 paid workdays, 6.5 hours per day.
5. Clerical Assistants. Paid workdays equal to the school year for students, plus eleven (11) additional days which include one (1) walk-in registration day, unless additional paid days are requested by the administration.
6. Program Assistants and Personal Care Aides. Paid workdays equal to school year for students, unless additional paid hours are requested by the administration.

7. Registered Nurses. Paid workdays equal to school year for students, plus two (2) August in-service days prior to the first day of school, five (5) days of choice in August (to setup office, organize charts, physicals, etc.), and two (2) in-service days (one to be used for CPR re-certifications and the other for nursing professional development.) Additional paid days may be requested by the administration.

B. Breaks and Lunches

1. Breaks

- a. All full-time Employees except secretaries shall have two fifteen (15) minute breaks per day with pay.
- b. Secretaries who work seven and one half (7.5) or more hours per day shall have two fifteen (15) minute breaks per day with pay.
- c. All part-time Employees shall have one (1) fifteen (15) minute break per day with pay.

2. Lunches

- a. All full-time Employees except secretaries shall have a thirty (30) minute duty-free unpaid lunch.
- b. Secretaries who work seven and one half (7.5) or more hours per day shall have a one (1) hour duty free unpaid lunch.
- c. Lunch is unpaid and is therefore not included in the workday hour calculation.
- d. To help ensure a duty-free lunch, Employees must leave their regular workstations during lunch break.

C. Paid Vacation

1. Only twelve (12) month Employees qualify for vacation days.
2. All twelve (12) month Employees shall receive vacation days after completion of six (6) months of continuous employment. On June 30, vacation for Employees who have worked less than twelve (12) months will be determined by multiplying .834 times the number of months worked prior to June 30.
3. An Employee shall have until the end of the following fiscal year to use the earned vacation days before losing them. Each year thereafter, vacation days shall be granted on July 1 and must be used prior to June 30 of the following year. Exceptions to carryover a maximum of five days may be made by the immediate supervisor and documented in the Personnel Office as long as these days are used no later than October 1 of that next school year.
4. Vacation is earned based on the time period worked within the bargaining unit and shall be granted as follows:
 - a. Employees in years two to four (2-4) receive ten (10) days per year
 - b. Employees in years five to nine (5-9) receive fifteen (15) days per year
 - c. Employees with ten (10) Years or more receive twenty (20) days per year
5. If an Employee becomes a twelve (12) month Employee, he or she will receive half (0.5) credit of a year for each year of full-time service to determine vacation days.
6. When an Employee resigns or is terminated, he or she will receive payment for earned vacation time not already used up until the resignation or termination date.

D. Paid Holidays

1. All full-time Employees shall be entitled to nine (9) paid holidays as follows:
 - Labor
 - Columbus Day
 - Thanksgiving
 - Day after Thanksgiving
 - Christmas
 - New Year's Day
 - President's Day
 - Martin Luther King, Jr. Birthday
 - Memorial Day
2. All twelve (12) month Employees shall also be entitled to holiday pay on the Fourth of July.

3. To qualify for holiday pay, an Employee must be present on the last workday before the holiday and the first workday after the holiday unless he/she has received prior approval for personal or vacation days. If an Employee is sick on the day before or after a holiday, he/she may be required to furnish the District with a doctor's statement in order to receive holiday pay.
4. In the event that the District diminishes the number of holidays for Employees, the District will bargain the impact of such a diminishment.

Article 17. Wages and Benefits

A. Wages

1. The wage schedules for this Agreement are contained in Appendix A, and reflect the following:
 - Year 1 (2013-2014) Base increase of 0.4% plus step
 - Year 2 (2014-2015) Base increase of 0.4% plus step
 - Year 3 (2015-2016) Base increase of 0.4% plus step
 - Year 4 (2016-2017) Base increase of 0.4% plus step
 - a. For each year of this Agreement, all Employees will receive guaranteed yearly step movement of 1.85%.
 - b. All new Employees will be placed on Step Zero (0) of the appropriate wage schedule. If a position is difficult to fill, the District may place a new Employee on up to Step Four (4) of the appropriate wage schedule. The District will notify the ESPA President prior to placing the new Employee on the higher wage schedule step.
 - c. Employees who work beyond forty (40) hours per week at the direction of his/her immediate supervisor are entitled to receive pay for hours worked over forty (40) in accordance with the Fair Labor Standards Act. When an Employee works more than his/her regularly scheduled hours but less than forty (40) hours per week, that Employee's regular hourly rate applies.
2. Pay Periods
 - a. All Employees shall be paid twice monthly on the fifteenth of each month (or the preceding work day if the 15th is a weekend or a holiday) and on the last working day of the month, beginning September 15 of each school year. Such payment will occur via electronic fund transfer.
 - b. All Employees will be paid in twenty-four (24) pays with insurance premiums deducted in each pay. In situations where an Employee has extremely limited earnings, an Employee may not be paid in twenty-four (24) pays. The ESPA President will be notified in advance of such situations.
3. Pay Differentials and Extra Duty Pay
 - a. Personal Care Pay Differential
 - 1) A pay differential of \$1.00 per hour will be added to regular pay for those Program Assistants or Personal Care Aides who have duties that require them to provide "personal care" to students that includes performing one or more of the following duties at least three times per week: catheterization, diapering/toileting, tube feeding, oral feeding, oxygen monitoring, body repositioning/turning/lifting and those Employees who are required by the principal to have restraint training in order to perform their job.
 - 2) Employees who are eligible to receive this pay differential will be authorized annually by the building principals.
 - b. Nursing Pay Differential
 - 1) A pay differential of \$0.75 an hour will be added to the hourly rate of pay for those nurses who have a Bachelor of Science or Arts degree in Nursing.
 - 2) A pay differential of \$1.50 an hour will be added to the hourly rate of pay for those nurses who have a Master's degree in Nursing.

- 3) A pay differential of \$1.00/hour will be added to regular pay for those nurses who have duties in a school where fifty (50) or more medical case studies were completed the prior year. Each school nurse will annually have her medical case study numbers reviewed to determine eligibility for this differential.

c. Supervision and Extra Duty Pay

- 1) Supervision and Extra Duty Pay is given to Employees who are assigned to activities which are outside their primary work duties. These activities include, but are not limited to, the following:
 - Morning Supervision
 - Afternoon Supervision
 - Breakfast Duty
 - Lunch Duty
 - Recess Duty
 - Bus Duty/Car Duty
 - Detention Duty
 - Athletic and Special Events
- 2) Employees will receive supervisory extra duty pay for contracted hours (i.e., those not included in timesheets) when an Employee uses an available leave day (such as a sick day, personal day, or holiday.)
- 3) Supervision Extra Duty Pay will be paid at the Employee's normal hourly rate of pay, and will be calculated in quarter (1/4) hour increments.

d. Translation Services Extra Duty Pay

If the District requests an Employee provide language translation services, that Employee be paid at his/her normal rate of pay or \$20 an hour, whichever is higher, and such payment will occur in half (1/2) hour increments.

B. Benefits

1. Medical, Prescription, Dental, and Vision Insurance Benefits

- 1) All full-time Employees are eligible for insurance benefits. For the purpose of determining the number of hours needed to qualify for insurance benefits, all contracted hours within the Employee's supervision and extra duty assignments are included in the Employee's hours worked per day.
- 2) Benefits for Employees will be the same as those negotiated by CTC, including any increases in premiums, deductibles or co-payments that are the result of negotiations with the CTC.
- 3) All coverage shall begin on the first day of employment. If employment is involuntarily terminated, coverage will cease on the last day of the month in which the termination occurs. If employment is voluntarily terminated or work hours are reduced to below the qualifying amount, coverage will cease on the last day of the month following the month in which termination or reduction occurs.

2. Life Insurance

Full-time Employees will receive \$50,000 of term life insurance.

3. Long Term Disability Insurance

Secretaries hired prior to July 1, 2013, will receive long-term disability insurance. Employees hired on or after July 1, 2013, will not receive long-term disability insurance.

4. Flexible Benefit Program

- a. All full-time Employees may participate in the Flexible Benefit Program in addition to their regular insurance plan. The deadline for enrollment in the program is thirty (30) days from the beginning date of employment or during the annual open enrollment period.

- b. The flexible benefit plan shall include Medical Care Spending Account and Dependent Care Spending Account. Participation in either or both plans shall be voluntary.
 - c. The details of the plan will be jointly determined by the CTC and the District.
- 5. 403(b)
All Employees may participate in a 403(b) program. The District will inform all Employees of which companies have been approved and what programs are available.
- 6. Insurance for Retirees
An Employee who is vested in IMRF and who retires in the District shall be entitled to participate in the medical and dental insurance programs by paying the monthly premium at the group rate.
- 7. Retirement Incentive
 - a. Employees who have twelve (12) consecutive years of full-time employment in the District and who are eligible for retirement through the Illinois Municipal Retirement Fund (IMRF) can receive a District retirement incentive of \$9,000.
 - b. The application deadline for participating in the retirement incentive program is February 1st of the fiscal year (July 1 through June 30) during which an Employee retires. Employees who retire between July 1, 2016 and June 30, 2017 must apply for participation in the retirement incentive program between July 1, 2015 and February 1, 2016.
 - c. The maximum number of Employees who can participate in the retirement incentive program during the term of this Agreement is limited to thirty (30).
 - d. From July 1, 2013 through June 30, 2015, the number of Employees who can participate in the retirement incentive program is limited to ten (10) per year. Starting July 1, 2015, the number of Employees allowed to participate in the final year of the retirement incentive program will be limited only by the maximum number of total participants allowed into the program during the term of this Agreement. In no event will the total number of retirement incentive plan participants be diminished, subject to the terms of this Article.
 - e. In the event more Employees request to participate in the retirement incentive program than are permitted by this Article, eligibility for participation will be based upon seniority. In the case of a seniority tie, Employees with less seniority will be permitted to reapply the following year for the retirement incentive program, if the program is still available.
 - f. \$3,000 of the retirement incentive plan will be added to the final four (4) months' wages for the Employee. The remaining balance of the retirement incentive plan will be paid monthly to the Employee during the two (2) years following retirement.

Article 18. Management Rights

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois except as limited by the terms of this Agreement.

Article 19. No Strike Clause

During the term of this Agreement, the Association and its members agree to provide full and complete service to the District in the capacity for which they were employed.

Article 20. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

Article 21. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties. The Association and District retain all rights granted to both by the Illinois Educational Labor Relations Act (IELRA).

Article 22. Term of Agreement

This Agreement shall be effective July 1, 2013 and shall continue in effect until June 30, 2017. This Agreement is signed the 11th day of September, 2013.

In witness thereof:

For the Educational Support
Personnel Association:

For the Board of
Education School District 15:

Angie Drazkowski,
ESPA President

Peggy Babcock
Board of Education, President

Amy Kunz
IEA-NEA UniServ Director

Scott Thompson, Ed.D.
Superintendent of Schools

**WAGE SCHEDULE FOR STANDARD PA'S, BILINGUAL PA'S &
PERSONAL CARE AIDES**

| 2013 - 2014 | | 2014 - 2015 | | 2015 - 2016 | | 2016 - 2017 | |
|-------------|--------------------|-------------|--------------------|-------------|--------------------|-------------|--------------------|
| <u>Step</u> | <u>Hourly Rate</u> | <u>Step</u> | <u>Hourly Rate</u> | <u>Step</u> | <u>Hourly Rate</u> | <u>Step</u> | <u>Hourly Rate</u> |
| 0 | 11.17 | 0 | 11.21 | 0 | 11.25 | 0 | 11.30 |
| 1 | 11.38 | 1 | 11.42 | 1 | 11.46 | 1 | 11.51 |
| 2 | 11.59 | 2 | 11.63 | 2 | 11.67 | 2 | 11.72 |
| 3 | 11.80 | 3 | 11.85 | 3 | 11.89 | 3 | 11.94 |
| 4 | 12.02 | 4 | 12.07 | 4 | 12.11 | 4 | 12.16 |
| 5 | 12.24 | 5 | 12.29 | 5 | 12.33 | 5 | 12.38 |
| 6 | 12.47 | 6 | 12.52 | 6 | 12.56 | 6 | 12.61 |
| 7 | 12.70 | 7 | 12.75 | 7 | 12.79 | 7 | 12.84 |
| 8 | 12.93 | 8 | 12.99 | 8 | 13.03 | 8 | 13.08 |
| 9 | 13.17 | 9 | 13.23 | 9 | 13.27 | 9 | 13.32 |
| 10 | 13.41 | 10 | 13.47 | 10 | 13.52 | 10 | 13.57 |
| 11 | 13.66 | 11 | 13.72 | 11 | 13.77 | 11 | 13.82 |
| 12 | 13.91 | 12 | 13.97 | 12 | 14.02 | 12 | 14.08 |
| 13 | 14.17 | 13 | 14.23 | 13 | 14.28 | 13 | 14.34 |
| 14 | 14.43 | 14 | 14.49 | 14 | 14.54 | 14 | 14.61 |
| 15 | 14.70 | 15 | 14.76 | 15 | 14.81 | 15 | 14.88 |
| 16 | 14.97 | 16 | 15.03 | 16 | 15.08 | 16 | 15.16 |
| 17 | 15.25 | 17 | 15.31 | 17 | 15.36 | 17 | 15.44 |
| 18 | 15.53 | 18 | 15.59 | 18 | 15.64 | 18 | 15.73 |
| 19 | 15.82 | 19 | 15.88 | 19 | 15.93 | 19 | 16.02 |
| 20 | 16.11 | 20 | 16.17 | 20 | 16.22 | 20 | 16.32 |
| 21 | 16.41 | 21 | 16.47 | 21 | 16.52 | 21 | 16.62 |
| 22 | 16.71 | 22 | 16.77 | 22 | 16.83 | 22 | 16.93 |
| 23 | 17.02 | 23 | 17.08 | 23 | 17.14 | 23 | 17.24 |
| 24 | 17.33 | 24 | 17.40 | 24 | 17.46 | 24 | 17.56 |
| 25 | 17.65 | 25 | 17.72 | 25 | 17.78 | 25 | 17.88 |
| 26 | 17.98 | 26 | 18.05 | 26 | 18.11 | 26 | 18.21 |
| 27 | 18.31 | 27 | 18.38 | 27 | 18.45 | 27 | 18.55 |
| 28 | 18.65 | 28 | 18.72 | 28 | 18.79 | 28 | 18.89 |
| 29 | 19.00 | 29 | 19.07 | 29 | 19.14 | 29 | 19.24 |
| 30 | 19.35 | 30 | 19.42 | 30 | 19.49 | 30 | 19.60 |
| 31 | 19.71 | 31 | 19.78 | 31 | 19.85 | 31 | 19.96 |
| 32 | 20.07 | 32 | 20.15 | 32 | 20.22 | 32 | 20.33 |
| 33 | 20.44 | 33 | 20.52 | 33 | 20.59 | 33 | 20.71 |
| 34 | 20.82 | 34 | 20.90 | 34 | 20.97 | 34 | 21.09 |
| 35 | 21.21 | 35 | 21.29 | 35 | 21.36 | 35 | 21.48 |
| 36 | 21.60 | 36 | 21.68 | 36 | 21.76 | 36 | 21.88 |
| 37 | 22.00 | 37 | 22.08 | 37 | 22.16 | 37 | 22.28 |
| 38 | 22.41 | 38 | 22.49 | 38 | 22.57 | 38 | 22.69 |
| 39 | 22.82 | 39 | 22.91 | 39 | 22.99 | 39 | 23.11 |
| | | 40 | 23.33 | 40 | 23.42 | 40 | 23.54 |
| | | | | 41 | 23.85 | 41 | 23.98 |
| | | | | | | 42 | 24.42 |

WAGE SCHEDULE FOR SECRETARIES & GRANT ASSISTANTS

| | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|--------|----------------|----------------|----------------|----------------|
| SEC 00 | 18.18 | 18.25 | 18.32 | 18.39 |
| SEC 01 | 18.52 | 18.59 | 18.66 | 18.73 |
| SEC 02 | 18.86 | 18.93 | 19.01 | 19.08 |
| SEC 03 | 19.21 | 19.28 | 19.36 | 19.43 |
| SEC 04 | 19.57 | 19.64 | 19.72 | 19.79 |
| SEC 05 | 19.93 | 20.00 | 20.08 | 20.16 |
| SEC 06 | 20.30 | 20.37 | 20.45 | 20.53 |
| SEC 07 | 20.68 | 20.75 | 20.83 | 20.91 |
| SEC 08 | 21.06 | 21.13 | 21.22 | 21.30 |
| SEC 09 | 21.45 | 21.52 | 21.61 | 21.69 |
| SEC 10 | 21.85 | 21.92 | 22.01 | 22.09 |
| SEC 11 | 22.25 | 22.33 | 22.42 | 22.50 |
| SEC 12 | 22.66 | 22.74 | 22.83 | 22.92 |
| SEC 13 | 23.08 | 23.16 | 23.25 | 23.34 |
| SEC 14 | 23.51 | 23.59 | 23.68 | 23.77 |
| SEC 15 | 23.94 | 24.03 | 24.12 | 24.21 |
| SEC 16 | 24.38 | 24.47 | 24.57 | 24.66 |
| SEC 17 | 24.83 | 24.92 | 25.02 | 25.12 |
| SEC 18 | 25.29 | 25.38 | 25.48 | 25.58 |
| SEC 19 | 25.76 | 25.85 | 25.95 | 26.05 |
| SEC 20 | 26.24 | 26.33 | 26.43 | 26.53 |
| SEC 21 | 26.73 | 26.82 | 26.92 | 27.02 |
| SEC 22 | 27.22 | 27.32 | 27.42 | 27.52 |
| SEC 23 | 27.72 | 27.83 | 27.93 | 28.03 |
| SEC 24 | 28.23 | 28.34 | 28.45 | 28.55 |
| SEC 25 | 28.75 | 28.86 | 28.98 | 29.08 |
| SEC 26 | 29.28 | 29.39 | 29.52 | 29.62 |
| SEC 27 | 29.82 | 29.93 | 30.07 | 30.17 |
| SEC 28 | 30.37 | 30.48 | 30.63 | 30.73 |
| SEC 29 | 30.93 | 31.04 | 31.20 | 31.30 |
| SEC 30 | 31.50 | 31.61 | 31.78 | 31.88 |

WAGE SCHEDULE FOR CLERICAL ASSISTANTS

| | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|-------|----------------|----------------|----------------|----------------|
| CA 00 | 10.98 | 11.02 | 11.06 | 11.10 |
| CA 01 | 11.18 | 11.22 | 11.26 | 11.31 |
| CA 02 | 11.39 | 11.43 | 11.47 | 11.52 |
| CA 03 | 11.60 | 11.64 | 11.68 | 11.73 |
| CA 04 | 11.81 | 11.86 | 11.90 | 11.95 |
| CA 05 | 12.03 | 12.08 | 12.12 | 12.17 |
| CA 06 | 12.25 | 12.30 | 12.34 | 12.40 |
| CA 07 | 12.48 | 12.53 | 12.57 | 12.63 |
| CA 08 | 12.71 | 12.76 | 12.80 | 12.86 |
| CA 09 | 12.95 | 13.00 | 13.04 | 13.10 |
| CA 10 | 13.19 | 13.24 | 13.28 | 13.34 |
| CA 11 | 13.43 | 13.48 | 13.53 | 13.59 |
| CA 12 | 13.68 | 13.73 | 13.78 | 13.84 |
| CA 13 | 13.93 | 13.98 | 14.03 | 14.10 |
| CA 14 | 14.19 | 14.24 | 14.29 | 14.36 |
| CA 15 | 14.45 | 14.50 | 14.55 | 14.63 |
| CA 16 | 14.72 | 14.77 | 14.82 | 14.90 |
| CA 17 | 14.99 | 15.04 | 15.09 | 15.18 |
| CA 18 | 15.27 | 15.32 | 15.37 | 15.46 |
| CA 19 | 15.55 | 15.60 | 15.65 | 15.75 |
| CA 20 | 15.84 | 15.89 | 15.94 | 16.04 |
| CA 21 | 16.13 | 16.18 | 16.23 | 16.34 |
| CA 22 | 16.43 | 16.48 | 16.53 | 16.64 |
| CA 23 | 16.73 | 16.78 | 16.84 | 16.95 |
| CA 24 | 17.04 | 17.09 | 17.15 | 17.26 |
| CA 25 | 17.36 | 17.41 | 17.47 | 17.58 |
| CA 26 | 17.68 | 17.73 | 17.79 | 17.91 |
| CA 27 | 18.01 | 18.06 | 18.12 | 18.24 |
| CA 28 | 18.34 | 18.39 | 18.46 | 18.58 |
| CA 29 | 18.68 | 18.73 | 18.80 | 18.92 |
| CA 30 | 19.03 | 19.08 | 19.15 | 19.27 |
| CA 31 | 19.38 | 19.43 | 19.50 | 19.63 |
| CA 32 | 19.74 | 19.79 | 19.86 | 19.99 |

WAGE SCHEDULE FOR REGISTERED NURSES

| | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|-------|----------------|----------------|----------------|----------------|
| RN 00 | 23.61 | 23.70 | 23.79 | 23.89 |
| RN 01 | 24.05 | 24.14 | 24.23 | 24.33 |
| RN 02 | 24.49 | 24.59 | 24.68 | 24.78 |
| RN 03 | 24.94 | 25.04 | 25.14 | 25.24 |
| RN 04 | 25.40 | 25.50 | 25.61 | 25.71 |
| RN 05 | 25.87 | 25.97 | 26.08 | 26.19 |
| RN 06 | 26.35 | 26.45 | 26.56 | 26.67 |
| RN 07 | 26.84 | 26.94 | 27.05 | 27.16 |
| RN 08 | 27.34 | 27.44 | 27.55 | 27.66 |
| RN 09 | 27.85 | 27.95 | 28.06 | 28.17 |
| RN 10 | 28.37 | 28.47 | 28.58 | 28.69 |
| RN 11 | 28.89 | 29.00 | 29.11 | 29.22 |
| RN 12 | 29.42 | 29.54 | 29.65 | 29.76 |
| RN 13 | 29.96 | 30.09 | 30.20 | 30.31 |
| RN 14 | 30.51 | 30.65 | 30.76 | 30.87 |
| RN 15 | 31.07 | 31.22 | 31.33 | 31.44 |
| RN 16 | 31.64 | 31.80 | 31.91 | 32.02 |
| RN 17 | 32.23 | 32.39 | 32.50 | 32.61 |
| RN 18 | 32.83 | 32.99 | 33.10 | 33.21 |
| RN 19 | 33.44 | 33.60 | 33.71 | 33.82 |
| RN 20 | 34.06 | 34.22 | 34.33 | 34.45 |
| RN 21 | 34.69 | 34.85 | 34.97 | 35.09 |
| RN 22 | 35.33 | 35.49 | 35.62 | 35.74 |
| RN 23 | 35.98 | 36.15 | 36.28 | 36.40 |
| RN 24 | 36.65 | 36.82 | 36.95 | 37.07 |
| RN 25 | 37.33 | 37.50 | 37.63 | 37.76 |