

# NEGOTIATED AGREEMENT 2022-23 - 2026-27

## between

The Board of Education Glenbrook High School District 225

and

The Glenbrook Educational Support Staff Association (GESSA)

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## NEGOTIATED AGREEMENT April 29, 2024 through June 30, 2027

## PREAMBLE

This agreement is, entered into on the dates hereinafter set forth by each party's signature, between the Glenbrook Board of Education, District 225 ("Board") and the Glenbrook Educational Support Staff Association, IEA-NEA, ("Association").

WHEREAS, the Board and the Association both agree that providing a quality education and a positive learning environment for all the youth of Glenbrook Schools is a mutual aim,

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in the Agreement,

NOW, THEREFORE, the parties mutually agree to respect and comply with the following:

## **ARTICLE I - RECOGNITION**

#### A. Recognition / Exclusions

The Board recognizes the Association as the exclusive representative of all the employees in the unit set forth below, pursuant to Certification of Representative, issued by the Illinois Educational Labor Relations Board.

Included:	All regularly employed security personnel, district receptionist, school receptionist, non-PEL nurses, secretarial, clerical, and technology employees of Glenbrook High School District 225.
Excluded:	Executive Assistant to the Superintendent, Executive Assistant to the Deputy or Associate Superintendent, Executive Assistant to the Assistant Superintendent or Executive Director, Executive Assistant to the Principal, Sr. Database Analyst and Programmer, Sr. Network Engineer, Network Technician, Sr. Human Resources Specialist, Human Resources Specialist, Township Comptroller, Auditorium Supervisor, Activity Supervisor and all supervisory, managerial, and confidential employees as defined in the Illinois Educational Labor Relations Act.

#### **B. GESSA Employee**

Unless otherwise expressly provided or clearly indicated by the context, the phrase "GESSA employee" when used in the Agreement shall mean all employees included in the bargaining unit as described in Article I, Section A.

In different sections of the Agreement the term "clerical" and "specialist" employees are used. These terms refer to those employees represented by GESSA that are assigned to a position compensated using the Clerical position entry salary hourly rate schedule ("clerical"), or the Specialist position entry salary hourly rate schedule ("specialist").

## **ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### **A. Board of Education Provisions**

The Board agrees to furnish the Executive Committee of the Association with the following:

- 1. A copy of the tentative school district annual budget at least thirty (30) days prior to adoption; and
- 2. Other data relating to the financial resources of the district which will assist the Association in developing intelligent, accurate, and constructive recommendations. This information will be provided upon request so long as it does not create additional work for the administrative staff.

#### **B. Dues Deductions**

The Board agrees to deduct Association dues, once per pay period for eighteen (18) pay periods beginning on October 15, from the pay of those employees who opted into GESSA membership. After the dues deductions are made, they shall be remitted to the financial institution designated by the Association.

An itemized statement will also be furnished to the Executive Committee.

Authorization for each deduction shall be in effect for the duration of the Agreement unless written notice of revocation is given by the employee to the Board and will become effective within thirty (30) days after such notice is given.

The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.

#### C. Association Activities During Working Hours

Whenever a representative of the Association or a GESSA employee is scheduled by the Board or their designee, to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the bargaining unit member shall suffer no harm, no loss in pay, nor shall such participation be charged to the GESSA employee's leave time.

#### D. Association Use of School Equipment

The Association shall have the right to make use of school equipment and other regularly available resources outside the GESSA employee's workday and when such equipment is not otherwise in use. If requested, the Association agrees to pay for the actual cost of supplies and the actual cost of the use of the equipment.

#### **E. Notice of Association Meetings**

The Association will establish the date and time for all Association meetings and submit these dates and times to the Superintendent or designee. The Association's scheduling of use of buildings will be subject to usual and customary building procedures for reservation of space.

If possible, notice of all Association meetings and other activities of the Association shall be included on the weekly calendar of each school. Responsibility for seeing that information regarding Association meetings and activities is received in ample time for publication rests with the Association.

The Board will provide GESSA leadership with an opportunity to meet with all members of the bargaining unit twice yearly, to discuss the work of GESSA and benefits of GESSA membership. This meeting will be scheduled with the cooperation of the Administration.

#### F. Association Use of School Buildings

The Association and its representatives may be permitted to use school buildings for meetings outside of GESSA employees' workdays. The Association shall reimburse the Board for any extra labor for such meetings.

#### **G. No Strike Provisions**

The Association hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete service to the Board during the term of this Agreement.

#### H. Professional Conduct

The Association recognizes that abuses of sick leave, leaves of absence, tardiness, and deficiencies in professional performance by a GESSA employee reflects adversely upon the GESSA employee's performance. In general, and when a specific matter is brought forward, the Association shall encourage proper professional conduct on the part of its members.

#### I. Printing and Distribution of Negotiated Agreement

Within a reasonable time after the Agreement is signed, copies of this Agreement shall be printed at the expense of the Board and presented to the Association for distribution to the bargaining unit. New GESSA employees will receive a negotiated agreement from the Human Resources department at the time of hire. An electronic copy of the Agreement will also be accessible to all GESSA employees through the school district's Intranet.

#### J. Association Leave

The Association shall be granted up to six (6) days per school year of this Agreement for purposes of attending the annual state Association convention or further training in collective bargaining. No more than six (6) GESSA employees may utilize Association leaves on any workday. The Association shall cover all costs relative to attendance at such meetings. Such leave will be recorded as professional leave, and will not count in the 40 hours calculation for overtime.

## **ARTICLE III - BOARD RIGHTS**

#### A. Scope of Agreement

Except as otherwise specifically provided in this Agreement or otherwise specifically agreed to in writing between the parties to this Agreement, the determination of educational policy, the operation, and management of the schools, and the control, supervision, and direction of all licensed and non-licensed staff are vested exclusively with the Board.

#### **B.** Terms and Conditions

All terms and conditions of employment not covered nor abridged by this Agreement shall not be the subject of negotiations during the life of this Agreement unless such negotiations are mutually agreed to in writing in the form of a Memorandum of Agreement or a Memorandum of Understanding by the Board and the Association.

## **ARTICLE IV - EMPLOYEE RIGHTS**

#### A. Board Regulations

GESSA employees are expected to comply with the rules and regulations adopted by the Board or its representatives.

#### **B.** Personnel Files

1. The official personnel file of each GESSA employee will be maintained by the Human Resources department. The personnel file may include:

- a. Evaluations;
- b. Commendations;
- c. Disciplinary records; and
- d. Other materials deemed appropriate by the Superintendent or designee.
- 2. No evaluative materials shall be placed in an employee's personnel file unless the employee has had an opportunity to read such material. The GESSA employee shall acknowledge that they have read any materials evaluative in nature by affixing their signature on the document (electronic or otherwise) to be filed.
- 3. The GESSA employee will be permitted to submit a response to any item placed in the file. The response shall be prepared and shared with the Superintendent or designee and the supervisor to be placed in the GESSA employee's personnel file.
- 4. Each GESSA employee shall have the right, upon advanced request, to review the content of their personnel file. A local representative of the Association may accompany the GESSA employee in the review.
- 5. Privileged information such as confidential credentials and related personal references sought at the time of employment are specifically exempt from such review as well as any other records to which access is not required by law.
- 6. In the event any information is determined to be inaccurate or unfair by legal or grievance proceedings, such information will be removed from the GESSA employee's file as ordered.

## **ARTICLE V - COMMITTEES**

#### A. Requirements for Establishing a Committee

Any committee created by the Board and GESSA will include the following components agreed upon by the parties:

- 1. A charge stating the task assigned to the committee;
- 2. The membership of the committee (e.g., equal membership designated by each party, representation from each building or employee group);
- 3. The deadline for the committee to start its work;
- 4. The frequency of committee meetings;
- 5. The deadline for the committee to complete its charge;
- 6. The decisional model to be implemented by the committee in reaching an agreement (e.g., consensus or majority);
- 7. The authority of the committee [e.g., investigatory, advisory, or independent (has the authority to implement its decisions without additional approval)]; and
- 8. The method for approving the committee's recommendation(s) prior to implementation.

#### **B. Joint Professional Development and Steering Committee**

The Joint Professional Development and Steering Committee will make recommendations for the implementation of professional development opportunities for the members of the GESSA bargaining unit. Such opportunities may include in-house and external educational services. The Committee will meet at least quarterly, unless otherwise agreed, and will be co-chaired by a representative from each group. The Committee will operate under a consensus decision making model.

Committee will be comprised of:

- 1. Representatives of the administration appointed by the Superintendent or designee;
- 2. Representatives of each GESSA employee groups (e.g., clerical, nurse, security, and specialist) appointed by the GESSA Executive Committee; and
- 3. The Committee may utilize additional district employees as a resource to provide the Committee with information it needs to accomplish its mission.

The Committee will be charged with the following responsibilities:

- 1. Assist in the identification of core competencies;
- 2. Identify training needs of GESSA members;
- 3. Review curriculum reflecting identified training needs;
- 4. Recommend the delivery model(s) and budgetary allocations necessary to implement the training;
- 5. Annually assess the implementation of the training; and
- 6. Maintain a mentorship program.

#### **C. Reclassification Committee**

The Reclassification Committee will consider whether any adjustments should be made to the placement (category) of a GESSA position on the salary structure or assigned work calendar.

The Committee will be comprised of:

- 1. Four (4) members appointed by the Superintendent or designee;
- 2. Four (4) members appointed by the GESSA Executive Committee; and
- 3. The Committee may utilize additional district employees as a resource to provide the Committee with information it needs to accomplish its mission.

The Committee will be charged with the following responsibilities:

- 1. Meet annually, in February, to consider whether any adjustment should be made to the placement (category) of a GESSA position on the salary structure or assigned work calendar.
  - a. The Committee will not meet in a bargaining year.
- 2. Each team will be allowed to bring no more than five (5) positions to the table, unless otherwise agreed, to either increase or lower their respective positions on the salary structure or assigned work calendar.

- 3. The procedures for the reclassification committee are available on the school district's Intranet via the Human Resources section.
- 4. A simple majority of all Reclassification Committee members will be required for the committee to recommend a salary adjustment or assigned work calendar adjustment to the Board of Education.

#### **E. Communications Committee**

The Communications Committee will meet to discuss issues impacting both the Association and Administration/Board of Education. This committee will also participate in conversations regarding general operations and long-term strategic planning of the school district. The goal is for this committee to serve as a resource for both the Association and the Administration/Board of Education.

The Committee will be comprised of:

- 1. Eleven (11) members appointed by the Superintendent or designee;
- 2. Eleven (11) members appointed by the GESSA Executive Committee; and
- 3. The Committee may utilize additional district employees as a resource to provide the Committee with information it needs to accomplish its mission.

The Committee will be charged with the following responsibilities:

- By July 1st of each year the Association and the Administration will agree to a minimum of four (4) meeting dates to be scheduled during the upcoming school year.
- 2. Both the Association and the Administration agree that the spirit of the committee is to foster ongoing communications.
- 3. Superintendent or designee and the President of GESSA will be responsible for the meeting agenda.

#### F. Job Description Committee

The Job Description Committee will be convened to meet to consider those issues which may arise concerning the provisions of Article IX, Job Descriptions.

The Committee will be comprised of:

- 1. Five (5) members appointed by the Superintendent or designee;
- 2. Five (5) members appointed by the GESSA Executive Committee; and
- 3. The Committee may utilize additional district employees as a resource to provide the Committee with information it needs to accomplish its mission.

The Committee will be charged with the following responsibilities:

- 1. At a minimum, the committee will meet once annually;
- 2. Reviewing and approving any new or modified job descriptions prior to being filed in the Human Resources department; and
- 3. Make recommendations to the Superintendent or designee for any changes in performance evaluation instruments, procedures, and/or practices.

#### **G. Seniority Committee**

The Seniority Committee will be convened to review the seniority list provided by the Board by February 1st.

The Committee will be comprised of:

- 1. Five (5) members appointed by the Superintendent or designee;
- 2. Five (5) members appointed by the GESSA Executive Committee; and
- 3. The Committee may utilize additional district employees as a resource to provide the Committee with information it needs to accomplish its mission.

The Committee will be charged with the following responsibilities:

- 1. At a minimum, the committee will meet once annually;
- 2. Will certify employee seniority letters have been created;
- 3. Assist with the posting of the seniority list;
- 4. Serve as a witness to the implementation of a tie breaker if necessary;
- 5. Serve as a resource for member questions and concerns; and
- 6. Assist the GESSA Executive Team if necessary regarding RIF Procedures.

#### H. Cost Containment Committee

The Cost Containment Committee will be convened in accordance with Exhibit C in this document.

The Committee shall be composed of four (4) representatives of GESSA appointed by the GESSA Executive Committee.

## **ARTICLE VI - WORKING CONDITIONS**

#### A. Safe Working Conditions

The Board shall endeavor to provide a work environment that considers employee health and safety. One way that the Board shall be deemed to have met the aforementioned goal is through compliance with applicable standards required by law.

When one or more construction projects are scheduled in a district facility, the Board or its designee will notify the Executive Committee and GESSA employees impacted by the project prior to the start of construction. GESSA employees will be provided with information of any need and amount of time to relocate their work areas. The administration will review and communicate relevant safety and security procedures. A GESSA representative may attend the section of regularly scheduled construction meetings relevant to GESSA issues.

GESSA employees shall promptly report unsafe or hazardous conditions to an appropriate, or in the absence of an appropriate school authority, to appropriate non-school authorities (e.g., fire department, police department). Additionally, GESSA employees are encouraged to notify the Executive Committee of the same.

#### **B.** Equipment and Materials

A GESSA employee will not be requested to provide any equipment or materials necessary to perform their responsibilities.

#### C. Scope of Work

Upon hire and upon modification of a job description, the GESSA employee shall be given a copy of their job description pursuant to Article IX of this Agreement.

In the event that a GESSA employee's job responsibilities change significantly or the GESSA member cannot reasonably complete all regularly assigned responsibilities during their regularly scheduled work week, the GESSA employee shall contact a GESSA representative to schedule a meeting to include their immediate supervisor and GESSA representation.

If a satisfactory resolution is not found, the matter can be addressed through any other relevant provision in this Agreement, such as convening of the Job Description Committee.

#### **D. Uniforms**

The Board will make available appropriate indoor and outdoor clothing for security employees.

Pants and footwear to be worn will be at the discretion of the security employee and are expected to be professionally appropriate for the circumstances. While employees are expected to wear uniforms on all work days, the building administration may approve days when such dress requirement may be waived (e.g., "Spirit Days").

#### E. Student Resources Time ("SRT")/Study Hall

GESSA employees, who are qualified, may be assigned to an SRT/Study Hall, up to ninety (90) minutes per day.

#### D. Work Performed by Non-GESSA Employees

A Non-GESSA Employee (e.g., exempt employee, non-clerical employee) may assist with work normally performed by a GESSA employee, up to ninety (90) minutes per day.

In the event that a GESSA Employee is unable to perform their duties (e.g., personal or vacation day), a Non-GESSA Employee may assist with work normally performed by a GESSA employee in excess of ninety (90) minutes per day, in consultation with the GESSA Executive Board.

## **ARTICLE VII - ASSIGNMENTS / INVOLUNTARY TRANSFERS**

#### A. Definition of Assignment

An assignment shall be defined as the position to which a GESSA employee is assigned for employment.

#### **B.** Involuntary Change of Assignment

A GESSA employee shall be given written notice of a change in their assignment with a minimum of a two (2) week notice. The notice shall include:

- 1. Location(s);
- 2. Name(s) of supervisor(s) (if known); and
- 3. Job description.

In the event that an involuntary change in assignment involves a change to a position in another location, the Superintendent or designee will solicit volunteers for the change. However, the Superintendent or designee shall make the final determination as to the employee whose assignment will be changed.

#### **C. Temporary Assignments**

There may be a need to a GESSA employee to be temporarily assigned to another position. The following conditions will apply to temporary assignments:

- 1. In the event of exigent circumstances, a GESSA employee may be required to report to a different building, location, or assignment to meet an operational need of the District.
- 2. If a GESSA employee is temporarily assigned to another position for more than fifteen (15) workdays and which pays a higher rate of pay, the GESSA employee will be compensated at a comparable placement based on seniority in the temporary assignment.
- 3. A GESSA employee without licensure shall not be required to cover a position that requires licensure.
- 4. If a GESSA employee is licensed and requested to work as a substitute teacher, that GESSA employee will be paid the internal Instructional Assistant subbing for a teacher rate.

## **ARTICLE VIII - VACANCIES**

#### A. Promotion Outside of the Bargaining Unit

The Board shall have the sole responsibility to promote employees to positions outside the bargaining unit as defined in Article I of this Agreement.

#### **B. Vacancy Notice**

- 1. A notice of vacancy in the bargaining unit will be posted on the District website for at least ten (10) calendar days prior to filling of the position. Should the administration deem that a position will be filled prior to the ten (10) day posting window concluding, the Executive Committee should be notified as soon as possible.
- 2. Members of the bargaining unit shall be notified of the vacancy by email, on the date of posting. The notice of vacancy shall include the:
  - a. job title;
  - b. location;
  - c. hours of work;
  - d. work calendar;
  - e. category;
  - f. salary;
  - g. start date; and
  - h. if the position is available for internal and/or external candidates.

## **ARTICLE IX - JOB DESCRIPTIONS**

#### A. Maintenance

A job description for each position shall be maintained by the Human Resources department and shall be available electronically by the Association upon request. Any revisions to a job description needs to be reviewed and approved by the job description committee. A copy of any job description that is revised shall be given to the employee and the Association.

#### **B.** Content and Distribution of Job Descriptions

Job descriptions shall be distributed to all current employees upon request, for review when changes are suggested through the job description committee and to all new employees when hired by the District.

The descriptions will include:

- 1. Job title and description;
- 2. Number of hours per day;
- 3. Work Calendar;
- 4. Category;
- 5. Minimum requirements; and
- 6. A statement of required tasks and responsibilities.

#### C. Job Descriptions for New Positions/Job Description Modification

In the event that a new position is posted as a vacancy or an existing vacated position is modified, a job description shall be developed and submitted to the job description committee for review and approval prior to being filed in the Human Resources department.

## **ARTICLE X - WORKDAY/WORK WEEK/WORK YEAR**

#### A. Workday/Work Week

The standard workday and work week for full-time GESSA employees is determined as follows:

Start Date	Standard Workday	Standard Work Week		
Prior to July 1, 2012	8 hours per day	40 hours per week		
After July 1, 2012	7.5 or 8 hours per day as specified by the job description	37.5 or 40 hours per week		

In the event that a GESSA employee hired prior to July 1, 2012 moves to a position in the bargaining unit where they will earn a higher wage, the standard workday for the employee may be either 7.5 or 8 hours per day as determined by job description.

The GESSA employee's supervisor will set the starting and ending times upon hire or based upon the previous year's work schedule. In the event that a change in starting or ending times does not exceed one (1) hour (e.g., the GESSA employee will start and/or end their day one (1) hour earlier or later), the GESSA employee will be given at least two (2) weeks written notice of the change.

In the event that the GESSA employee's supervisor changes the starting or ending time(s) by more than one (1) hour, the GESSA employee will be given three (3) weeks' notice and given the opportunity to meet with their supervisor and the building administrator (or department supervisor, if the GESSA employee works in the central office), to discuss the change.

If a change in the building's schedule affects a GESSA employee's workday schedule (but not the schedule of licensed staff), the GESSA employee will be given three (3) weeks notice of the change. When licensed staff are also subject to a building schedule change, affected GESSA employees will be notified of the change at the same time that notice is provided to licensed staff.

#### **B. Work Year**

The Standard work year for full-time GESSA employees is determined as follows:

Start Date	Standard Work Week			
Prior to July 1, 2012	260 Days, 209 Days, 188.5, or 186.5 Days			
After July 1, 2012	239 Days, 203 Days, 188.5, or 186.5 Days			

## **C. Published Calendar**

The Human Resources department annually publishes work calendars listing the days for which GESSA employees are paid and/or granted time off (e.g., granted/legal holidays, non-work days, etc.).

In the event that the supervisor and GESSA employee determine that work is best completed on a workday that is otherwise unassigned, the supervisor may alter the work calendar in order to complete the work and must maintain the employee's total contractual paid days.

#### **D. Break Periods**

- 1. Each GESSA employee is entitled to an unpaid thirty (30) minute duty-free lunch break.
- 2. GESSA employees working more than four (4) hours but less than eight (8) hours per day are entitled to a fifteen (15) minute break in addition to their lunch period.
- 3. GESSA employees working eight (8) hours per day are entitled to two (2) fifteen (15) minute breaks in addition to their lunch period.
- 4. GESSA employees may request to combine one (1) or both breaks with their lunch break.
- 5. Breaks may not be taken at the beginning or end of the day.

#### **E. Emergency Situations**

GESSA employees who are asked to return to work for emergency situations after the GESSA employee's normal workday shall be guaranteed a minimum payment for two (2) hours worked at the appropriate rate as defined in Article XIX, Section E.

## **ARTICLE XI - EMERGENCY AND E-LEARNING DAYS**

#### A. Emergency Days

In the event that the Superintendent declares an emergency day:

1. A clerical, nurse, or specialist employee on a calendar less than 239 days will not report to work, but will make up the day per the employee calendar.

- a. If the administration requires a clerical, nurse, or specialist employee on a calendar less than 239 days to work on an emergency day, the GESSA employee will be compensated for the additional hours worked on site. In this situation, the GESSA employee will submit a timesheet for the additional hours, which will be processed in accordance with Article XIX, Section E.
- 2. A security employee will not report to work, but will make up the day per the employee calendar.
  - a. If the administration requires a security employee to work on an emergency day, the GESSA employee will not be compensated for the additional hours worked on site.
  - b. If the administration requires a security employee to work on an emergency day and on the make up day, the GESSA employee will submit a timesheet for the additional hours, which will be processed in accordance with Article XIX, Section E.
- 3. A clerical or specialist employee on a 239 or 260 day calendar will:
  - a. Utilize paid time off; or
  - b. The GESSA employee shall be on call and locally available throughout the duration of their workday.
    - i. If it is necessary for the GESSA employee to work on site, the supervisor may adjust the employee's work schedule as necessary.
    - ii. The GESSA employee commits to working remotely during their regularly scheduled hours and will be accessible by e-mail, telephone, and video conferencing (e.g., Zoom).
    - iii. The GESSA employee will submit a summary of the work performed on a daily basis to their supervisor, prior to the conclusion of their scheduled day. This may include completion of mandated trainings (e.g., GCN).
    - iv. The days in which a GESSA employee works remotely will not be charged against the leave allocations accessible to the GESSA employee, as long as the criteria above have been met.

#### **B. E-Learning Days**

In the event that the Superintendent declares the need for an "e-Learning Day" pursuant to the District E-Learning Plan:

- 1. Clerical, nurse, and specialist employees will be allowed to work remotely from home; and
- 2. Security employees will report to work as requested by their supervisor.

To work remotely, the employee must:

- 1. Work the entire, regularly scheduled shift; and
- 2. Be accessible by telephone and other electronic means; and
- 3. Remain "on call" and locally available for job-related duties; and
- 4. If assigned a computer, bring the computer home in order to perform regular or assigned duties to the greatest extent possible.

District supervisory staff will be available to provide necessary support.

If a GESSA employee is unavailable for remote work, the employee must notify the supervisor prior to the scheduled start time. The unavailable employee may use paid leave time, if available.

## **ARTICLE XII - SENIORITY**

#### A. Types of Seniority/Definition

- 1. Seniority is defined as length of service within the GESSA bargaining unit. All District employees retain seniority accrued prior to the certification of GESSA as an exclusive representative.
- 2. Seniority shall be defined as length of time within the GESSA bargaining unit. Seniority for employees previously part of the GESPA bargaining unit at the time GESSA and GESPA merged shall be defined as the combined length of time within the GESPA and GESSA bargaining units.
- 3. Seniority will be listed for each Clerical Category (I V), Nurse Category, Security Category, and Specialist Category (I IV), using the methods listed above.

#### **B. Seniority Accumulation**

- Employees will accrue seniority based upon days of service for the individual's contract and annual calendar. For example, if a 239-calendar employee works 239 days, 8 hours per day during that school calendar year they are considered a 1.0 full time equivalent (FTE) employee. However, if an employee works less than the standard 8-hour day their seniority will be prorated to reflect the reduction in hours.
- 2. Seniority will be prorated for less than 1.0 FTE if an individual works less than the annual position calendar.
- 3. Seniority shall not accrue during unpaid leaves with the exception of unpaid FMLA leave.
- 4. An employee who shifts from a full-time to a part-time GESSA position, or vice versa without any interruption in service within the GESSA bargaining unit, will have their seniority transferred with them.
- 5. A newly employed probationary employee will not accrue seniority until the completion of the probationary period. At the completion of the probationary period the employee seniority will revert to the start date of District employment.

#### C. Loss of Seniority

Loss of seniority will occur with:

- 1. Resignation from a GESSA position;
- 2. Dismissal without reinstatement per recall process;
- 3. Failure to respond within five school days of having received a recall notice; or
- 4. Retirement.

#### D. Tiebreaker

In the event of a tie at the same seniority level, the District employment start date will break the tie. If the tie continues, seniority shall be resolved by lottery. This lottery will take place if a RIF scenario is applicable. Should a lottery need to take place it will involve and be witnessed by both Administration and GESSA representatives.

#### E. Preparation and Maintenance of Seniority List

- 1. The Seniority List will be provided by the Superintendent or designee to GESSA Leadership and the Seniority Committee by February 1st each year and will contain the following information:
  - a. List of all employees with GESSA seniority;
  - b. District start date;
  - c. Probationary employees maintained on the list with a designation of o for seniority;
  - d. Employees working less than 8 hours per day or a partial year calendar (for example a mid-year start) will be maintained on the list with a designation of "P" for Prorated and the number of hours or days used for the prorated calculation; and
  - e. An indication if unpaid leave was taken during this school calendar year.
- 2. The seniority list will be posted on the school district's Intranet via the Human Resources section. Historical lists will remain posted online for reference.
- 3. The Board of Education shall prepare, maintain, and provide the updated individual seniority letter via electronic access and retrieval by each member. An updated individual seniority letter will be made available electronically by the Superintendent or designee prior to March 1st. A minimum of five (5) school days prior to distribution, the member list with seniority listing will be provided to the GESSA Executive Board and the Seniority Committee for review.
- 4. Each employee's Skyward account will archive past individual seniority letters. The letter will contain the following information:
  - a. Number of years of service within GESSA and District employment;
  - b. List placement within Category, GESSA and District employment; and
  - c. If there is a tie.
- 5. If an employee disagrees with their seniority placement, within thirty (30) days they must notify, in writing, the Superintendent or designee, GESSA Executive Board and GESSA Seniority Committee. The Superintendent or designee, GESSA Executive Board, and GESSA Seniority Committee will be responsible for reconciling the dispute.

## **ARTICLE XIII - REDUCTION IN FORCE**

#### A. Definition

- 1. A Reduction in Force (RIF) is defined as a decision of the Board of Education to decrease the number of GESSA employees or to discontinue some particular type of educational support service. In order to assist with facilitating solutions, notice of a potential RIF scenario will be shared with the GESSA Executive Board when FTE staffing discussions are taking place.
- 2. A newly employed GESSA probationary employee within an occupational group will be dismissed prior to the RIF of GESSA non-probationary employees within the occupational group. In addition, options can be discussed between GESSA and Administration prior to a RIF scenario taking place to see if solutions such as an early retirement package or other option is viable given the situation. This scenario would also require Board approval.

#### **B. RIF Procedure**

- 1. In the event a bargaining unit position is eliminated due to a RIF, the employee will be presented the options listed below in sequential order. However, in the event a nurse or security position is eliminated, the decision to RIF will be made on the basis of seniority, after which subparagraphs 2 and 8, below, will apply.
- 2. The employee will fill a vacancy for which the person is qualified in the same or higher level per the category chart. If the employee does not accept an offered vacant position, the employee will be released and the RIF process will not be enacted.
- 3. If there are no vacant position(s) in the same or higher level within an occupational category as described in paragraph 2, the following steps (a., b, and c.) of the RIF process would occur in sequential order.
  - a. Bump the least senior employee as defined by the seniority list within the same occupational category per the category chart for which the employee is qualified.
  - b. Bump the least senior employee as defined by the seniority list within one (1) category lower for which the employee is qualified, per the category chart.
  - c. Bump the least senior employee as defined by the seniority list in any lower-level occupational category for which employee is qualified, per the category chart. The employee being bumped must have less GESSA seniority.
  - d. In the event the above do not apply or the employee chooses not to bump as described above, the administration may offer a vacant position in a lower level in any occupational category per the category chart for which the employee is qualified.
- 4. An employee affected by a RIF situation will be informed of their placement options in person by the Human Resources department, with the understanding that the employee may request GESSA representation at this meeting. The employee will notify the Human Resources department in writing of their preferences to accept a vacancy referenced above within five (5) workdays of notification of the options available.
- 5. Placement decisions will be made in order of seniority. The Human Resources department will fully consider the GESSA Executive Board's input when determining an employee's qualifications and will be provided information to memorialize the placement preferences and placement decisions.
- 6. When an employee is considered for a vacancy, a qualification interview may be conducted by the hiring supervisor. The District will not post or recruit from outside the bargaining unit for any vacant GESSA position once the RIF process discussions have begun, until there are no internal qualified bargaining unit candidates remaining.
- 7. An employee displaced by another employee due to a RIF scenario will follow the same RIF procedure as outlined above.
- 8. An employee who has lost employment due to a RIF process will be eligible for full pay for any accrued but unused vacation days at the maximum amount allowed to roll-over and yearly accrual.

Current Assignment	Specialist IV	Specialist III	Specialist II	Clerical V	Sp. I and Cler. IV	Clerical III	Clerical II	Clerical I	Nurse	Security
Bumping Progression	Specialist III	Specialist II	Clerical V	Sp. I and Cler. IV	Clerical III	Clerical II	Clerical I			
$\hat{\nabla}$	Specialist II	Clerical V	Sp. I and Cler. IV	Clerical III	Clerical II	Clerical I				
	Clerical V	Sp. I and Cler. IV	Clerical III	Clerical II	Clerical I					
	Sp. I and Cler. IV	Clerical III	Clerical II	Clerical I						
	Clerical III	Clerical II	Clerical I							
	Clerical II	Clerical I								
	Clerical I									

#### **C. Category Chart**

#### **D. Reassignment Rate of Pay**

- 1. A RIF'd employee accepting a position within the same level (by a reassignment or bump) will not suffer a loss in pay.
- 2. A RIF'd employee accepting a different position or less hours will be frozen at their current rate of pay and the current rate of seniority accumulation (e.g., a 1.0 FTE on a 239 calendar will continue to earn 1.0 of seniority for the following year) for a period of twelve (12) months following the effective date of the reassignment. The employee will still be entitled to their annual increase per the current contract.
- 3. The new Hourly Wage will be calculated as follows:
  - a. If there is no similarly situated employee in the new category, the hourly wage decrease will be ten percent (10%) loss per clerical category and twenty percent (20%) loss per specialist category. At no time will the new hourly wage be less than one (1) annual percentage increase higher than the next least senior employee in the new Category.
  - b. If there is a similarly situated employee in the new category, the new hourly wage will be equal to that employee's hourly wage. At no time will the new hourly wage be less than one (1) annual percentage increase higher than the next least senior employee in the new Category.
  - c. A RIF'd employee accepting a higher-level position or an increase in hours will be granted the appropriate increase in compensation, seniority and benefits as defined by the position.
  - d. If a full-time employee, currently defined by the Board of Education, is RIF'd, offered, and accepts a position (below their current number of days or hours per day), they can remain on the recall list for a period of one calendar year from the beginning of the following school term as defined by the contract.

#### **E. Notice**

1. An employee dismissed as a result of a RIF will receive notice of an honorable dismissal as provided by law. At the same time the employee receives RIF notification, Administration will

notify the GESSA Executive Board.

2. Written notice must be given to the employee at least thirty (30) calendar days before the effective date of the RIF. This notice shall also be sent by certified mail return receipt. The notice must state that the employee is being honorably dismissed, reason for the dismissal, and a copy of the recall process.

#### F. Recall

- 1. The District will create and maintain a RIF recall list in order of seniority of those GESSA bargaining unit members who are laid off by a RIF (defined as loss of employment or reduction of hours). GESSA Executive Board will be provided access to this list and documented contact recall attempts. Only GESSA bargaining unit members may be recalled to a GESSA bargaining unit position during a RIF scenario.
- 2. RIF'd employees may be recalled for a period of one (1) calendar year from the beginning of the following school term. For example, if a RIF scenario occurs in March of 2021 the employee is eligible for recall up until the first day of student attendance of the 2022-23 school year. If the employee is not recalled during this time their name will be removed from the recall list.
- 3. If a vacancy within the bargaining unit becomes available, the position will be offered to the most senior qualified employee on the recall list. Nurses recall rights are limited to recall to a nursing position. If the individual fails to respond to the recall within five (5) school days from confirmed receipt of message via either an email read receipt or certified mail tracking they will be removed from the recall list. The employee's recall rights will remain in effect if the employee refuses or accepts a position offered that is not equal to the annual number of hours or in a lower category of the position of which the employee was RIF'd. An employee's employment resignation while on the recall list will extinguish all rights to recall and future employment.
- 4. All rates of accrual and seniority rights such as, but not limited to, seniority, vacation time accrual, sick, and personal days which accrued up to the effective date of dismissal will be retained by a recalled employee if the recall takes place during the recall time period as stated in paragraph two (2).
- 5. IMRF reporting or revision of sick/personal days will take place when the employee is removed from the recall list.
- 6. Recall notice will be sent by certified mail to the last known address on file with the District as well as last known email address with read receipt setting. A recalled employee must respond to accept or decline the recall within five (5) school days of either an email read receipt or certified mail tracking or else they will be removed from the recall list.
- 7. An employee will be required to report to work no later than ten (10) working days from acceptance of position.

#### **G. RIF Severance Benefits**

An employee who is actually laid off due to a RIF will receive the following severance benefits:

- 1. The employee will be compensated for unused, accumulated personal days (not to exceed four (4) days) at the employees then-current rate of pay. Any such days will not be reported to IMRF for additional service credit.
- 2. For the first full month following the RIF, the District will pay the employee's COBRA premium for either single or family coverage, if elected. Such payment will not extend the COBRA coverage period.

## **ARTICLE XIV - RESIGNATIONS**

#### A. Procedures

- 1. When resigning the GESSA employee must notify the district, in writing, at least two (2) weeks prior to the resignation date.
- 2. A GESSA employee who has followed this procedure will be paid for up to twenty (20) unused, accrued vacation days. Payment for these days will be processed on the first payroll date after their last regular scheduled payroll date.
- 3. Failure to report to work for five (5) workdays without notifying their supervisor shall be considered position abandonment and their employment will be considered terminated. No pay for accrued vacation will be provided to the former bargaining unit member in this situation.

## **`ARTICLE XV - EMPLOYEE EVALUATION**

#### A. Initial Employment

Upon initial employment, GESSA employees shall be advised of the district's evaluation procedures by their supervisor. No formal evaluation shall take place until this has been done.

#### **B. Non-Probationary Employee**

Each non-probationary GESSA employee shall have an evaluation conference with their supervisor at least every other year and will be provided with a written evaluation of their job performance.

A non-probationary GESSA employee may request a conference with their supervisor to discuss the employee's performance during any year; such a conference will be held at the discretion of the supervisor.

Absent extenuating circumstances, the formal evaluation conference for a non-probationary GESSA employee will be held by May 1st during the evaluation year. The GESSA employee and their supervisor may also agree that the evaluation conference shall be held after May 1st.

#### C. Semi-Probationary Employee

Except for a nurse initially employed for the 2023-24 school year (who shall be deemed a regular probationary employee pursuant to Article XV, Section D), nurses added to the bargainning unit by virtue of the March 31, 2023 Order of the Illinois Educational Labor Relations Board, will be designated a semi-probationary employee. The semi-probationary period will begin on the first day of the 2023-24 school year employee calendar for nurses. However, in the event the probationary period for such semi-probationary employees is extended for an additional 60 days, such extension will be based upon the need to further evaluate such employee, pursuant to Article XV, Section C, Subsection 2 that follows.

If a non-probationary GESSA employee voluntarily or via a RIF assumes another GESSA position they will be designated a semi-probationary employee.

A semi-probationary GESSA employee shall be evaluated at least one (1) time prior to the end of the semi-probationary period as follows:

- 1. The evaluation shall occur prior to the 60th calendar day of the semi-probationary period.
- 2. In the event, the semi-probationary period is extended, an additional summative evaluation will occur prior to the 60th calendar day of the extension.

#### **D. Probationary Employee**

A probationary GESSA employee shall be evaluated at least three (3) times prior to the end of the probationary period as follows:

- 1. The first evaluation shall occur prior to the 60th calendar day of the probationary period; and
- 2. The second evaluation shall occur prior to the 90th calendar day of the probationary period; and
- 3. The third and final summative evaluation shall occur prior to the 120th calendar day of the probationary period.

In the event, the probationary period is extended, an additional summative evaluation will occur prior to the 60th calendar day of the extension.

#### **E. Remediation**

If a non-probationary GESSA employee is found to be deficient in the skills required to complete assigned job duties, or if the employee receives an unsatisfactory evaluation, a remediation plan will be put in place within thirty (30) calendar days of the summative evaluation.

A GESSA employee shall be entitled to have a representative of the Association present, upon request, during any remediation plan meeting.

A remediation plan shall consist of:

- 1. Statement of concern(s);
- 2. Objectives of remediation;
- 3. Anticipated evidence of improvement;
- 4. Schedule for follow-up evaluation(s); and
- 5. Anticipated action, should remediation not be successful.

Upon completion of the remediation process, the evaluation procedures will be followed to determine if the employee has successfully remedied the area(s) of concern.

Unsuccessful completion of remediation may lead to involuntary transfer or disciplinary action up to and including dismissal.

#### **F. Documentation**

A GESSA employee shall be given a copy of any evaluation prepared by their evaluator. Each evaluation will become part of the GESSA employee's personnel file.

#### G. Rebuttal

A GESSA employee shall have the opportunity to respond in writing to the evaluation. In the event that an employee disagrees with the evaluation, they may, within fourteen (14) calendar days of receiving the evaluation, file a written rebuttal statement.

A copy of the rebuttal shall be provided to the evaluator, attached to the evaluation, and placed in the GESSA employee's personnel file.

## ARTICLE XVI - PROBATIONARY PERIOD AND SEMI-PROBATIONARY PERIOD

#### A. New Employee Probationary Period

- 1. A new GESSA employee shall be considered a probationary employee.
- 2. A GESSA employee's probationary period shall begin on their first day of work and shall end one hundred and eighty (180) workdays following their first workday.
  - a. A GESSA employee's probationary period may be extended for up to an additional sixty (60) workdays at the discretion of the Administration.
- 3. If the GESSA employee does not successfully complete the probationary period, they shall be provided with a written notice of their dismissal, or the probationary period extension.
- 4. If a probationary GESSA employee voluntarily assumes another GESSA position during their probationary period, the probationary period will begin anew.

#### **B. Existing Employee Semi-Probationary Period**

- 1. If a non-probationary GESSA employee voluntarily or via a RIF assumes another GESSA position, they will be designated a semi-probationary employee.
- 2. A GESSA employee's semi-probationary period shall begin on their first day of work in the new position and shall end sixty (60) workdays following their first workday in the new position. During this time, the semi-probationary GESSA employee shall not lose any current benefits, seniority or accumulated leave days.
  - a. The semi-probationary period may be waived by the supervisor after consultation with the Superintendent or designee, if the position is at the same level.
  - b. A GESSA employee's semi-probationary period may be extended for an additional sixty (60) workdays at the discretion of the Administration.
- 3. If the GESSA employee does not successfully complete the semi-probationary period or the extension of the semi-probationary period, the GESSA employee, if available, will be offered another position for which they are qualified based on a qualifications interview. In the event that such positions are unavailable, they shall be provided with a written notice of their dismissal before the expiration of the probationary period or extension.

## **ARTICLE XVII - EMPLOYEE DISCIPLINE**

#### A. Right to Representation

A GESSA employee shall be entitled to have a representative of the Association present, upon request, during any investigatory meeting which could lead to disciplinary action, suspension, or dismissal.

#### **B.** Warnings

- 1. A GESSA employee will receive a written warning for a work infraction that could result in a recommendation for remediation or dismissal.
- 2. A copy of the written warning shall be submitted to the Superintendent or designee after the GESSA employee has had the opportunity to review and sign the document (electronic or otherwise). The GESSA employee's signature indicates that they have received the document, not

that they are in agreement with the substance of the document.

- 3. If a GESSA employee is not in agreement, the GESSA employee may submit to the Superintendent or designee a written rebuttal to the document within ten (10) working days.
- 4. A GESSA employee may request a meeting with their supervisor to discuss a written warning. Such a meeting shall be scheduled to occur within ten (10) working days of the GESSA employee's request for a meeting.

#### C. Suspension with or without Pay / Dismissal

If the severity of an infraction is such that a recommendation for suspension with or without pay or dismissal is indicated, the Board reserves the right to:

- 1. Alter the GESSA employee's work location with pay during the investigatory process;
- 2. Suspend the GESSA employee without pay; or
- 3. Recommend the GESSA employee's dismissal to the Board of Education.

Prior to a suspension or a recommendation to the Board for dismissal, the GESSA employee will be afforded the opportunity to meet with the Superintendent or designee regarding the suspension or recommendation for dismissal. A GESSA employee shall be entitled to have a representative of the Association present during this meeting.

Dismissal of employees during a probationary period will follow the procedures set forth in Article XVI - Probationary Period and Semi-Probationary Period.

#### **D. Just Cause**

GESSA employees who have completed their probationary period shall not be suspended with or without pay or dismissed without just cause.

## **ARTICLE XVIII - GRIEVANCE PROCEDURE**

#### **A. General Policy**

- 1. The Board has an interest in effective personnel management and therefore a procedure is necessary for GESSA employees to have a prompt, impartial and fair hearing. This procedure is available to all GESSA employees and there will be no repercussions for initiating or participating in the grievance process.
- 2. The parties shall make a sincere and determined effort to settle grievances using the procedure outlined below.
- 3. It is agreed that no grievance shall be presented which occurred prior to the effective date of this agreement.
- 4. A grievance is defined as a complaint regarding an event or condition that is considered to be a violation, misinterpretation, or misapplication of one (1) or more provisions of this agreement.
- 5. We acknowledge the preferred option is for the GESSA employee and the other individual involved to resolve problems through free and informal communications. The GESSA employee has the option to request a GESSA representative to attend and assist in the resolution of the grievance.

- 6. A grievance may be withdrawn at any level without establishing a precedent.
- 7. Investigation or processing of a grievance by GESSA shall be carried out during their own free/release time. When necessary the investigation or processing of a grievance may be carried out at a time and place agreed upon by the GESSA Executive Team and Administration.
- 8. If the grievant and the Superintendent or designee agree, Level 1 and/or Level 2 of the grievance procedure may be bypassed, and the grievance brought directly to the next Level.
- 9. If the grievant and the Superintendent or designee agree, in writing, the timelines may be extended for either party at any Level.
- 10. The Board acknowledges the right of a representative of the Association to participate in the processing of a grievance at any Level, and no GESSA employee shall be required to discuss any grievance if the Association's representative is not present.
- 11. The Board and the Administration shall cooperate with the Association in its investigation of any grievance, and shall furnish the Association with information requested for the processing of any grievance.

#### **B. Procedure for Grievance**

Any grievance must be presented under the process of this Article promptly and within the prescribed time limitations.

Working days, for the purposes of the grievance procedure, shall mean the GESSA employee's work day within their assigned calendar.

Any grievance not presented by the individual, or the Association in the event of an appeal to arbitration, within the time limitations, shall be considered settled on the basis of the decision which was not appealed or shall be deemed settled on the basis of the decision in the last Level to which the grievance was carried and shall not be further appealed or filed as a new grievance. Time limits in the appeal Levels may be extended by mutual agreement in writing.

#### 1. Level 1

GESSA employee and the other individual involved shall meet to discuss and seek informal resolution if possible. The GESSA employee has the option to request a GESSA representative to attend and assist in the resolution of the grievance. Recording devices shall not be permitted during these discussions.

#### 2. Level 2

If informal resolution is not possible the employee shall file a grievance with Associate Principal for Administrative Services or appropriate district administrator. The notice must be filed within fifteen (15) working days from the alleged event or fifteen (15) working days from when the grievant knew of the event. The writing grievance needs to contain:

- a. Nature of the grievance;
- b. Note the specific clause or clauses being violated, misinterpreted or misapplied; and
- c. State the remedy requested.

Within seven (7) working days of filing the grievance the Associate Principal for Administrative Services or appropriate district administrator shall meet with both parties in an attempt to settle the grievance. The GESSA employee has the option to request a GESSA representative to attend and assist in the resolution of the grievance.

Within seven (7) working days after the attempt to settle the grievance the Associate Principal for Administrative Services or the appropriate district administrator shall provide a determination in writing to the GESSA employee, the Superintendent or designee and the GESSA Executive Team.

#### 3. Level 3

If there is no satisfactory resolution the GESSA employee may file a grievance with the Superintendent or designee within five (5) working days of the Level 2 determination letter.

Within ten (10) working days from receipt of grievance Superintendent or designee will meet with both parties in an attempt to settle the grievance. The GESSA employee has the option to request a GESSA representative to attend and assist in the resolution of the grievance.

Within ten (10) working days after the attempt to settle the grievance the Superintendent or designee shall provide a determination in writing to the GESSA employee, the appropriate Administrator, GESSA Executive Team and the Board.

#### 4. Level 4

If the grievance has not been satisfactorily resolved, the Association may submit, on behalf of the Association and the grieving GESSA employee, the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

The Association must submit in writing to the Superintendent or designee, within ten (10) working days from the receipt of the decision by the GESSA employee rendered in Level 3, a notice of intent to enter into arbitration.

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and the American Arbitration Association will be borne equally by the Board and the Association.

The arbitrator, in the arbitrator's decision, shall not suggest amending, modifying, nullifying, ignoring, or adding to the provisions of this agreement. The arbitrator's authority will be strictly limited to the issue or issues presented to the arbitrator in writing by the Board and the Association, and the arbitrator's decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of the agreement.

## **ARTICLE XIX - COMPENSATION/BENEFITS**

#### **A. General Policy**

1. Newly hired and/or newly promoted GESSA employees will be paid the appropriate salary based on their skills and experience as referenced in Exhibit A.1, Exhibit A.2, Exhibit A.3, and Exhibit A.4. The Superintendent or designee will determine initial salary. As related to the initial salary upon initial employment, promotion, or internal transfer, the following process shall apply:

#### a. Level 1 Pre-Hire

The Superintendent or designee will inform the GESSA president(s) or designee(s) of the recommended salary decision. At that time, an explanation will be provided as to the administrative assessment of employee skills and experience which influenced the decision on initial salary.

If, under exceptional circumstances (e.g. critical need created by market conditions, lack of applicants, etc.), a newly hired GESSA employee is anticipated to be paid beyond Level

C or beyond the District experience of a current employee in the category, the Superintendent or designee will meet with the GESSA executive board to explain the rationale for the hiring/salary decision. This meeting will occur before the offer of employment is made to the applicant.

#### b. Level 2 Post-Hire

In the event the GESSA leadership and/or affected employee disagree with the initial decision on salary, a meeting of the parties, including the affected employee, will occur to further discuss the salary. The final decision on initial salary shall rest with the Superintendent or designee.

#### c. Nurses

Upon initial employment, nurses will receive prior experience credit as follows:

- i. In order to qualify for any credit for prior work experience, the prior experience must have been in a position where the nurse worked at least 35 hours per week.
- ii. If qualified, the nurse will receive one (1) year of prior experience credit for every one (1) year of prior experience as a school nurse.
- iii. If qualified, the nurse will receive one-half (0.5) year of prior experience credit for every one (1) year of prior experience in the private sector (e.g., hospital, agency, etc.) as per i..
- iv. Partial credit for prior experience will be rounded down to the nearest number. For instance 2.5 years of prior experience will result in awarding two (2) years of credit for prior experience.

#### d. Security

Upon initial employment, security personnel will receive prior experience credit as follows:

- i. In order to qualify for any credit for prior work experience, the prior experience must have been in a position where the security staff member provided full-time fire or police service to a governmental agency
- ii. If qualified, a security staff member will receive five (5) years of prior experience credit as long as they have performed at least ten (10) years of prior experience.
- 2. Newly hired GESSA employees are eligible for an annual salary increase on July 1st, provided they were hired and began work on or before the first workday in January of the same year.
- 3. All GESSA employees are required to electronically submit to their immediate supervisor(s) all regular and exception time worked. "Exception time" includes hours worked in addition to those work hours outlined in the employee's salary letter. Timesheets are due to the payroll office by the published cut-off date.

#### **B. Salary**

- 1. Each GESSA employee will receive the following annual salary increase:
  - a. 2022-23 4.5% over the 2021-22 salary
  - b. 2023-24 4.5% over the 2022-23 salary

- c. For years 2024-25 and 2025-26, and 2026-27, each Clerical and Specialist employee's annual increase will be CPI, no less than 3.75% and no more than 5% over the prior year's salary. The CPI calculation to be used is defined as the "All Urban Consumers CPI" as used in the Property Tax Extension Limitation Law for the District's annual tax levy.
- d. For the 2023-24 school year, nurses have been placed on the Nurse Salary Schedule as referenced in Exhibit A.3, and will be paid at the rate determined by their initial placement as agreed by the Board and the Association. For the 2024-25 school year, security personnel have been placed on the Security Salary Schedule as referenced in Exhibit A.4, and will be paid at the rate determined by their initial placement as agreed by the Board and the Association.

For the remainder of this Agreement, the Nurse and Security Salary Schedules will be recalculated to provide annual increase consistent with the negotiated increases noted in Article XIX, Section B, Paragraph 3.

Nurses will progress one (1) step for each year of service on the Nurse Salary Schedule, until they reach step 20, at which point they will only receive the base salary increase. Security will progress one (1) step for each year of service on the Security Salary Schedule, until they reach step 20, at which point they will only receive the base salary increase.

- 2. Nurses will be moved from the "Associate Degree" salary lane to the "Bachelor Degree" salary lane upon attainment of a Bachelor's Degree in Nursing Science. Documentation and implementation of such lane change will be pursuant to the timelines and requirements found in Article XIII, Section D of the Negotiated Agreement between the Board of Education and the Glenbrook Education Association (GEA).
- 3. The salary increase for the placement of newly hired employees will be increased annually by the negotiated increase described in one (1) above, minus 2%.
- 4. Any GESSA employee moving to another job category will receive a salary adjustment of up to 10% per clerical categories and up to 20% per specialist categories.
  - a. The individual's annual percentage increase will be in addition to the promotional increase.
  - b. The exact hourly wage will be determined so as to not exceed the previous year's hourly wage of a similarly situated employee (a GESSA employee in the new Category who has the same number of years of experience in a GESSA position in District 225) in the new position.
- 5. Reclassification of a position to a new Category by the District will result in a ten percent (10%) per category increase for the reclassified position.
  - a. The individual's annual percentage increase will be in addition to the reclassification adjustment. Comparison of a similarly situated employee (e.g., years of GESSA experience in District 225) is not considered.

#### **C. Salary Payments**

- 1. GESSA employees shall be paid via direct deposit.
- 2. 260-Day and 239-Day work calendar GESSA employees shall be paid over twenty-four (24) semi-monthly installments beginning July 15th. All other GESSA employees shall be paid over twenty-four (24) semi-monthly installments beginning August 31st.
- 3. Payments shall be on the 15<sup>th</sup> and last day of the month, or on the last school day prior to the 15<sup>th</sup> or the last day of the month if it should fall on a weekend or holiday.

#### **D. Longevity**

- 1. GESSA employees eligible for or already receiving a \$500 longevity bonus during 2018-19 will have the \$500 bonus rolled into their hourly rate before the hourly rate increase (noted above) is applied. Thereafter, no other longevity bonus will be paid.
- 2. GESSA employees who would otherwise become eligible for the longevity bonus during the life of the 2018-19 to 2021-22 Negotiated Agreement will receive a one-time, non-repeating \$500 payment at the start of the 20<sup>th</sup> year of District employment.
- 3. Except as noted above, no other longevity bonus will be paid.

#### **E. Overtime**

- 1. With respect to working overtime, the District will follow the requirements of the applicable state and federal laws. All overtime work by a GESSA employee must be approved by the direct supervisor. It shall be the responsibility of the GESSA employee's supervisor to seek any additional authority necessary from building or district leadership prior to the approval of overtime.
- 2. When overtime is granted, a GESSA employee will be paid at time and one-half (1.5) their normal rate of pay for hours worked over forty (40) hours in a given work week (Sunday through Saturday).
- 3. Where an employee does not work and receives paid sick leave, vacation, jury duty, or emergency/personal leave, or other paid leave, except for approved professional development, this time shall not count in the forty (40) hours calculation. Paid legal and/or granted holidays will count in the forty (40) hours calculation.
- 4. Compensatory time may be used as a substitute for overtime pay when the employee and immediate supervisor agree. If allowed, compensatory time shall be earned at 1.5 times the overtime hours approved and worked. Any compensatory time will be recorded as directed by the Business Services department.
- 5. An employee may accrue a maximum of forty (40) hours of compensatory time per school year. Time earned must be used by June 30th and with prior approval of the immediate supervisor. In the event the employee is unable to use earned compensatory time prior to June 30th, the unused compensatory time will be paid at 1.5 times the employee's regular rate of pay.

#### F. Employee Benefits

1. GESSA employees who regularly work at least thirty (30) hours per week on any work calendars shall be considered full-time GESSA employees and are eligible for benefits.

GESSA employees on unpaid leave shall not be eligible for board paid benefits.

#### a. Life Insurance Coverage

i. An amount equal to \$50,000, or the maximum amount allowable by the school district's life insurance provider, shall be provided by the Board for GESSA members. Optional additional group term life insurance shall be made available by the Board if approved by the insurance carrier. GESSA employees, who elect to purchase optional additional amounts, shall be responsible for the full premium of the additional coverage.

#### b. Individual Disability Insurance Coverage

i. The Board shall provide each full-time GESSA employee with individual disability insurance coverage under the District's Group Long Term Disability Plan at no cost to the employee. Overall coverage under the disability insurance program shall be maintained at no less than the coverage in effect as of September 1, 2018, or as mutually agreed by the Board and the Association.

#### c. Individual Medical Insurance Coverage

- i. The Board shall provide individual medical insurance coverage under the District's Medical Benefits Plans to full-time employees. For the District's Health Plan(s), the Board shall pay an amount equal to 95% of the premium. The premium paid by the Board shall cover the life contract. Overall coverage under the health insurance program shall be maintained at no less than the coverage in effect as of January 1, 2019, except as mutually agreed by the Board and the Association.
- ii. In all cases, the GESSA employee shall be responsible for the payment of the remaining cost of the premium.

#### d. Family Medical Insurance Coverage

- i. The Board shall provide family medical insurance coverage under the District's Medical Benefits Plan to full-time employees. For the District's Health Plan(s), the Board shall pay an amount equal to 88% of the premium. The premium paid by the Board shall cover the life contract. Overall coverage under the health insurance program shall be maintained at not less than the coverage in effect as of January 1, 2019, except as mutually agreed to by the Board and the Association.
- ii. In all cases, the GESSA employee shall be responsible for the payment of the remaining cost of the premium.

#### e. Dental Insurance Coverage

- i. The board shall provide GESSA employees with the opportunity to purchase either individual or family dental insurance.
- ii. The Board shall contribute 90% of the individual dental insurance premiums for each GESSA employee who does not select family medical insurance.

#### f. Flexible Spending Account Allowance per Plan Year

- i. The Board shall provide a \$500 allowance for each 203-Day work calendar GESSA employee, hired before July 1, 2000, who does not select family health insurance coverage for a given plan year for the duration of the contract.
- ii. The Board shall provide a \$750 allowance for each 260-Day or 239-Day work calendar GESSA employee, hired before July 1, 2000, who does not select family

health insurance coverage for a given plan year for the duration of the contract.

- iii. The flexible spending account allowance shall first be used to offset the employee's contribution for health and dental insurance coverage under the Board's group plans. A GESSA employee shall be responsible for premium costs that exceed the amount of their allowance. A GESSA employee shall not be entitled to receive any unused allowance, or portion thereof, in cash.
- iv. This benefit will transition from a standalone amount to be embedded into employee's salaries effective with the 2019-20 school year.

#### **G. Voluntary Termination**

Voluntary termination benefits for GESSA employees, retiring under IMRF, are contained in Exhibit B of this agreement.

#### H. Insurance Cost-Sharing

- 1. Effective for implementation on January 1, 2021, the Board and the GESSA agree to implement a process for health insurance plan cost containment/reduction. In the event the Board experiences an annual increase in premium equivalent rates (as recommended by the District plan consultant) in excess of 5% over the prior year's premium equivalent rates, the District Cost Containment Committee will be charged with recommending changes to plan design which will result in a reduction in the amount of the increase over the 5% threshold. Any such recommended changes will take effect on January 1st following the announced final premium equivalent rates. Premium equivalent increases at or under 5% will be shared by the Board and the employees.
- 2. In the event that premium equivalent rates are reduced over the prior year's rates, the Cost Containment Committee will be charged with recommending ways to share the reduction in premiums with employees insured under the affected insurance plan. Such recommendations might include benefit enhancements, wellness benefits, declaring a partial "premium holiday", building District insurance reserves, etc.
- 3. In the event the Cost Containment Committee is unwilling or unable to eliminate the increases in premium equivalent rates over 5%, the Board of Education may determine the plan design changes or premium increases necessary to eliminate the increases over 5%. As an example of the implementation of this provision, assume the prior year's premium equivalent rate totaled \$1,000. The new premium equivalent rate announced in July is \$1,100 (an increase of 10%). Under this scenario, the first 5% (i.e. \$50) would be shared by the Board and the employee pursuant to Article XIX (i.e. 95% Bd./5% employee or 88% Bd./12% employee). The remaining \$50 would be the targeted amount Cost Containment must eliminate or the Board would make the necessary decision (s) before open enrollment and a January 1st implementation.
- 4. It is anticipated that this process would occur as follows:
  - a. The new premium equivalent rates will be announced annually in September;
  - b. Cost Containment will formulate its recommendations no later than the end of September, or the early part of October;
  - c. Open enrollment would occur in November, with the resulting rates known to employees prior to electing coverage; and
  - d. The resulting premium equivalent rates would be implemented in January.

## **ARTICLE XX – HOLIDAYS**

#### A. Fiscal Year

1. The fiscal year for all GESSA employees shall be from July 1st to June 30th.

#### **B. Paid Holidays**

- 1. Paid holidays are days designated on the calendar when the GESSA employee is not required to work but for which they receive work credit and are paid their regular rate of pay. In order to be paid for a legal or granted holiday, an employee must be paid for their last scheduled workday prior to the holiday and their first scheduled workday after the holiday.
- 2. GESSA employees, with an effective start date prior to July 1, 2007, shall be paid for holidays as follows:
  - a. GESSA employees with a 260-Day work calendar, shall be paid for no less than eight (8) granted and those legal holidays indicated on the school district's official school calendar which falls within their work year. Legal holidays that fall on a Saturday or Sunday shall be added to the GESSA employee's accrued vacation time.
  - b. 203-Day, 188.5-Day, or 186.5-Day work calendar GESSA employees shall be paid for all legal holidays that fall within their work year.
- 3. GESSA employees with an effective start date after June 30, 2007, shall be paid for holidays as follows:
  - a. GESSA employees with a 239-Day work calendar shall be paid for legal and granted holidays, which fall on a workday within their work year.
  - b. 203-Day, 188.5-Day, or 186.5-Day work calendar GESSA employees shall be paid for legal holidays that fall on a workday within their work year.
  - c. Any holiday that falls on a weekend or within winter or spring recess is unpaid.
- 4. Notification of said holidays shall be distributed to all GESSA employees in writing annually no later than two (2) weeks after Board approval. Additionally, annually, the Board-approved calendar noting legal and granted holidays will be shared with GESSA leadership and confirmed in a Memorandum of Understanding.

## **ARTICLE XXI - LEAVES**

#### A. Employee Performing Work Duties While on Leave

If an employee is on or scheduled for an approved absence under this Article and the supervisor requests that the employee perform duties which are time-sensitive, the employee may exercise one of the following options:

- 1. Choose to decline to perform the requested work; or
- 2. Choose to perform the requested work, in which case the employee's approved leave time will be proportionately reduced by the amount of work performed. Generally, such reinstatement of the approved leave time will be in increments of no less than 0.25 of the employee's regular work day. The GESSA employee shall work with their supervisor to request an adjustment to the original time off transaction to the Human Resources department.

#### **B. Sick Leave**

Full-time GESSA employees shall be allocated paid sick leave per school year as follows:

260 Day	239 Day	203 Day	188.5 Day	186.5 Day
Calendar	Calendar	Calendar	Calendar	Calendar
15	15	13	12	12

Part-time employees will receive prorated sick leave based upon full-time equivalence (e.g. a part time employee working 50% time will receive sick leave equivalent to their actual workdays).

Employees hired after the start of their assigned calendar will be allocated a pro-rated amount of sick leave.

1. Sick leave shall be interpreted to mean personal illness, care for an immediate family member, quarantine at home, serious illness, or bereavement leave, as well as, birth, adoption or placement of adoption.

Immediate family is defined as a GESSA employee's spouse, or the parent, legal guardian, brother, sister, son, daughter, grandparent or grandchild of either GESSA employee or spouse or approved domestic partner who is a member of the same household as the GESSA employee.

2. Sick leave days shall be credited to the individual GESSA employee's sick leave account at the beginning of the GESSA employee's work year.

Sick leave may be accumulated up to a maximum of 240 days at the end of the fiscal year.

- 3. A GESSA employee may be required to provide the Superintendent or designee with a physician's certificate. If there is a suspected abuse of the sick leave policy, the Superintendent or designee may require an examination by a physician selected by the Board. An examination by a physician selected by the Board shall be at the Board's expense.
- 4. Sick leave may only be taken in increments of no less than 0.25 of the employee's regular workday. A GESSA employee, when ill, must contact their immediate supervisor prior to their start time each day, or prior to the start of an extended leave.
- 5. Failure of a GESSA employee to notify their supervisor or designee of their illness may result in a pay deduction.
- 6. An employee who is absent without using available sick leave shall lose per diem pay for each day of an absence. For example, an employee that has exhausted all available sick leave, or retaining a sick leave balance for retirement purposes. Per diem pay for a GESSA employee shall be interpreted as an amount equal to the GESSA employee's annual salary divided by the required number of days in the GESSA employee's work calendar.

#### D. Sick Bank

The Board shall establish a paid sick bank through Board Policy 5:273.

- 1. All GESSA employees will contribute two (2) days of paid sick leave per school year toward the sick bank until a total of twenty (20) days are accrued.
- 2. A GESSA employee must exhaust all existing sick days in order to use days from the sick bank.
- 3. A GESSA employee who receives compensation under Workers' Compensation may not use the sick bank.
- 4. Upon an employee's retirement or resignation, unused sick bank days will be reported to IMRF as sick days towards service credit.

#### **E. Personal Leave**

Full-time GESSA employees shall be allocated paid personal leave per school year as follows:

260 Day	239 Day	203 Day	188.5 Day	186.5 Day
Calendar	Calendar	Calendar	Calendar	Calendar
2	2	2	2	2

Employees hired after the start of their assigned calendar will be allocated a pro-rated amount of personal leave.

- 1. The GESSA employee shall receive their daily compensation for personal leave.
- 2. Personal leave may be accumulated from year to year up to a maximum of four (4) days. Accumulated personal leave days in excess of four (4) days shall be added to the GESSA employee's accumulated sick leave.
- 3. Personal leave shall be used for urgent personal or family matters that require the GESSA employee's presence during the school day and are of such nature that they are impossible to transact at a later time, such as on weekends, after school hours, or during vacation periods.
- 4. Personal leave may not be taken on the day before or following any legal or granted school holiday, nor may it be taken in conjunction with a GESSA employee's vacation or leave without pay. The Associate Principal for Administrative Services for school-based positions, or the Superintendent or designee for district-based positions may make exceptions to this stipulation in unusual circumstances.
- 5. Personal time may be taken in increments of no less than 0.25 of the employee's regular workday. The application shall be made at least forty-eight (48) hours before taking said leave. In the event of an emergency, the GESSA employee shall provide notice as soon as possible to the GESSA employee's immediate supervisor.
- 6. If the application is made less than forty-eight (48) hours before taking said leave, or directly before or after any legal or granted school holiday or the employee's vacation time, the request is subject to the approval of the GESSA employee's immediate supervisor and the Associate Principal for Administrative Services for school-based positions, or the Superintendent or designee for district-based positions. In this situation, the GESSA employee is required to disclose the reason for the personal leave.

#### F. Vacation Leave

1. Full-time GESSA employees will accrue paid vacation days in accordance with the following schedule:

	Vacation Days per Year			
Years of Experience in the District	260 Day Calendar	239 Day Calendar		
1st year through 4th year	10 Days 0.83 Accrued per Month	5 Days 0.41 Accrued per Month		
5th year through 9th year	15 Days 1.25 Accrued per Month	10 Days 0.83 Accrued per Month		
10th year and beyond	20 Days 1.66 Accrued per Month	15 Days 1.25 Accrued per Month		
Vacation is earned and accrued on a monthly basis.				

Part-time employees will receive prorated vacation leave based upon full-time equivalence (e.g. a part time employee working 50% time will receive vacation leave equivalent to their actual workdays).

- 2. Vacation time may be taken in increments of no less than 0.25 of the employee's regular workday. Prior to using vacation, the GESSA employee will obtain the pre-approval of their immediate supervisor. Should the administration deem that it is not in the best interest of the school district to approve a vacation time request, a rationale for the denial will be provided. A GESSA employee eligible for vacation time must use such time prior to being granted leave without pay.
- 3. Once a GESSA employee accumulates twenty (20) days of vacation time, any vacation days in excess of twenty (20) days will be added to the GESSA employee's accumulated sick leave, subject to the provisions of Section B of this article.
- 4. A GESSA employee changing from a non-vacation leave eligible position to a vacation leave eligible position will receive vacation credit equal to their months of service within the district.
- 5. A GESSA employee changing from a 239-day calendar to a 260-day calendar will receive vacation credit equal to their months of service within the district.
- 6. A GESSA employee changing from a vacation eligible position or calendar to a non-vacation eligible position or calendar will be paid out for up to twenty (20) accrued vacation days.

#### **G. Jury Duty**

A GESSA employee who is required to be absent from work for jury duty shall receive their normal pay for each day of absence. However, any income received from jury duty service excluding expenses incurred by the employee must be paid to the district in accordance with Board Policy 5:80.

#### **H. FMLA Leaves**

Family & Medical Leave of Absence (FMLA) shall be in accordance with Board Policy 5:185 of the same name.

#### I. Military Leaves

Military leaves shall be in accordance with Board Policy 5:187.

#### J. Leave Without Pay

- 1. GESSA employees may not be granted leave without pay until they have used all of their accrued personal leave and vacation days. If the reason for the request for leave without pay is due to illness of the GESSA employee or the employee's immediate family, the GESSA employee may not be granted leave without pay until they have used all of their sick days.
- 2. In addition to the leave provided in Section B through I, the Board of Education may grant leaves without pay as described in (4) below to GESSA employees when extenuating circumstances dictate that it is in the best interest of the GESSA employee and the district.

Any such leave that is approved by the Board of Education pursuant to Board Policy 5:330, must be applied for annually in accordance with the procedures defined by the Human Resources department.

- 3. Requests for all leaves to be considered by the Board must be made by February 1 of the year prior to the anticipated date the leave is to begin. Leaves requested after the February 1st deadline, due to extenuating circumstances, will be reviewed on a case-by-case basis by the most senior Human Resources administrator.
- 4. An employee granted such leave will earn or accrue seniority credit and sick, personal, and vacation days during the term of the leave as follows:

#### a. Full-Time Unpaid Leave

The employee will not earn or accrue seniority credit during the term of the leave.

The employee will not earn or accrue sick, personal, or vacation days during the term of the leave.

The employee may continue medical and dental insurance coverage at the sole expense of the employee.

#### b. Reduction in Hours (e.g., 8 hours to 7 hours per day)

The employee will earn or accrue pro-rated seniority credit during the term of the leave.

The employee will earn or accrue pro-rated sick, personal, and vacation days during the term of the leave based on their assigned calendar.

The employee will be responsible for the pro-rated cost of medical and dental insurance coverage.

#### c. Calendar Reduction (e.g., 239-day to 203-day calendar)

The employee will earn or accrue seniority credit for the calendar they are requesting.

The employee will earn or accrue sick, personal, and vacation days for the calendar they are requesting.

#### **K. Nurse Substitutes**

In the event a nurse needs to be absent from work duties, the nurse will report such absence through the regular district electronic reporting system.

## **ARTICLE XXII - PROFESSIONAL DEVELOPMENT**

#### A. Conferences and Workshops

- 1. Professional development outside of the district must be pre-approved by the appropriate supervisor and will be reimbursed in accordance with Board policy.
- 2. GESSA employees will be reimbursed by the Board for expenses incurred at conferences or workshops as per current Board policy.
- 3. GESSA employees will not be paid for attendance outside of the regularly scheduled work week at professional development activities unless they are mandated by the Superintendent or designee. GESSA employees will not receive additional pay for professional development occurring during their regular work hours or for travel time.
- 4. With the approval of their supervisor and for good cause, a GESSA employee may be excused from a mandated professional development activity that is scheduled for a non-workday, provided the activity may be rescheduled within sixty (60) calendar days of the activity that the GESSA employee cannot attend.

#### **B. Tuition Reimbursement**

- 1. A non-probationary GESSA employee may be reimbursed for courses successfully completed, subject to the following provisions.
  - a. A GESSA employee who was hired before July 1, 2000, may be reimbursed for tuition up to \$450.00 per year of this Agreement.
  - b. A GESSA employee who was hired beginning July 1, 2000, may be reimbursed for tuition at the rate of up to \$140.00 per semester hour during 2022-23, \$160 per semester hour during 2023-24, \$180 per semester hour during 2024-25, \$200 per semester hour during 2025-26, and \$220 per semester hour during 2026-27, up to a maximum of eighteen (18) semester hours per year.
    - i. Tuition reimbursement is limited to four (4) semester hours per non-summer term and no more than eighteen (18) semester hours per year.
  - c. Upon successful completion of the initial probationary period, a nurse will be eligible for tuition reimbursement for the attainment of a Bachelor's degree in Nursing Science or for the coursework required to attain a Professional Educator License with a School Nurse endorsement from the Illinois State Board of Education. Tuition reimbursement for such activities will be governed by the terms and conditions of Article XXII, Section B of this agreement.
- 2. In order to receive reimbursement, the GESSA employee shall obtain, in advance of starting courses, the endorsement of their their supervisor and the approval of the Superintendent or designee, as follows:
  - a. Application forms for tuition reimbursement shall be completed by the GESSA employee and provided to their supervisor for endorsement. The supervisor may endorse or reject the application. If the application is rejected, the supervisor will provide the employee with an explanation. This provision shall not be subject to the grievance procedure.
  - b. If the supervisor endorses the application, the application shall be forwarded to the Superintendent or designee for consideration. The Superintendent or designee may

approve or reject the application. If the application is rejected, the Superintendent or designee will provide the employee with an explanation. This provision shall not be subject to the grievance procedure.

- c. A copy of the application form specifying the action taken by the Superintendent or designee will be returned to the supervisor and the GESSA employee. The original application form will be placed in the GESSA employee's personnel file.
- 3. In order to receive the tuition reimbursement, the GESSA employee shall present the Human Resources department with a paid receipt showing the amount of tuition paid by the employee and a university transcript indicating successful completion of the course. Successful completion shall be defined as receiving a grade of "A" or "B" in the course.

#### **C. Nurse Licensure Costs**

The Board will reimburse nurses for the cost of annual license renewal excluding any late fees.

Additionally, the Board will reimburse the nurses for the costs of attaining and maintaining certification to perform vision and hearing services, and for attending the School Wellness Conference.

## **ARTICLE XXIII - NEGOTIATION PROCEDURES**

#### A. Authority

The Board and Association agree that each bargaining representative has the necessary power and authority to make proposals and counter proposals during the course of negotiations. Once tentative agreements are reached they will be presented to the Board and Association for ratification. Each party shall select its negotiating representatives. The Board shall not select a GESSA employee as their representative.

#### **B. Procedures**

- 1. Negotiations shall begin prior to February 1st of the last year of the Agreement unless the parties agree to an alternate date. Meeting dates and locations will be mutually agreed upon by both parties.
- 2. The parties may mutually agree to enlist the assistance of a third party to assist in the negotiation process.
- 3. During negotiations, agreed-upon materials shall be prepared for the Board and the Association and, unless otherwise agreed by the parties at the time, initiated prior to the adjournment of the meeting at which such agreement was reached.
- 4. Agreed upon materials will be prepared and shared with the Board and Association.
- 5. Once tentative agreement on all matters has been negotiated the items will be memorialized in appropriate legal language and submitted to the Association membership for ratification and the Board for official approval.

#### **C. Impasse Procedures**

1. An impasse occurs after both parties have considered the proposals and counter proposals of the other party in good faith and when, despite such diligent efforts, no agreement can be reached on the subject being negotiated. During the course of negotiations, the respective committees shall make every good faith effort to reach agreement on all issues before invoking the following procedure.

- 2. 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.
- 3. When an impasse is declared, or the IELRB invokes mediation, the parties shall seek to agree upon a mediator. If the parties fail to reach agreement within seven (7) calendar days, the parties will 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 will select a mediator from a list to be supplied by the American Arbitration Association.
- 4. Once a mediator has been appointed or selected, the mediator will meet with the parties or their representatives, or both, forthwith, either jointly or separately, and will take such Levels, as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator will not, without the consent of both parties, make findings of fact or recommend terms of a settlement. Any time after fifteen (15) days of mediation, either party or the mediator may initiate the public posting process. 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.
- 5. The costs of any third party mutually agreed upon shall be shared equally by the parties.

## **ARTICLE XXIV - TERM OF AGREEMENT**

This official Agreement shall become effective April 29, 2024, and remain in effect until June 30, 2027.

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Katie McKeown, President Glenbrook Education Support Staff Association

Bruce Doughty, President Glenbrook High School District 225

## EXHIBIT A.1 GESSA CLERICAL POSITIONS ENTRY HOURLY RATES

Clerical Positions Entry Salaries 2023-24 School Year										
STEP	Category I	Step %	Category II	Step %	Category III	Step %	Category IV	Step %	Category V	Step %
Α	18.56		20.42		22.46		24.71		27.18	
в	18.93	2.00%	20.83	2.00%	22.91	2.00%	25.20	2.00%	27.72	2.00%
С	19.31	2.00%	21.24	2.00%	23.37	2.00%	25.71	2.00%	28.28	2.00%

#### Clerical Positions Entry Salaries 2024-25 School Year

STEP	Category I	Step %	Category II	Step %	Category III	Step %	Category IV	Step %	Category V	Step %
Α	18.89		20.78		22.85		25.14		27.65	
в	19.27	2.00%	21.19	2.00%	23.31	2.00%	25.64	2.00%	28.21	2.00%
С	19.65	2.00%	21.62	2.00%	23.78	2.00%	26.16	2.00%	28.77	2.00%

Clerical Positions Entry Salaries 2025-26 School Year

For years 2025-26 and 2026-27, each employee's annual increase will be CPI, no less than 3.75% and no more than 5% over the prior year's salary. The CPI calculation to be used is defined as the "All Urban Consumers CPI" as used in the Property Tax Extension Limitation Law for the District's annual tax levy.

Category la	Attendance Clerk	Category IVa	Exec. Asst. Athletics
	Dean's Receptionist		Exec. Asst. Student Activities
		IVb	Exec. Asst. College Resource
Category Ila	Library Cataloger	IVc	Exec. Asst. Student Services
			Exec. Asst. Dean's Office
Category Illa	Administrative Assistant	IVd	Exec. Asst. Buildings and Grounds
		IVe	Exec. Asst. Communications
		IVf	Exec. Asst. Special Education
		Category Va	Exec. Asst. Curriculum/Instruction
			Exec. Asst. Admin. Services
		Vb	Exec. Asst. Technology Services

## EXHIBIT A.2 GESSA SPECIALIST POSITIONS ENTRY HOURLY RATES

Specialist Positions Entry Salaries 2023-24 School Year								
Step Step Step Step Step Step Step Step							Step %	
Α	24.83		29.79		35.75		42.90	
В	25.32	2.00%	30.39	2.00%	36.46	2.00%	43.76	2.00%
С	25.83	2.00%	30.99	2.00%	37.19	2.00%	44.63	2.00%

#### Specialist Positions Entry Salaries 2024-25 School Year

		Step		Step		Step		Step
	Category I	%	Category II	%	Category III	%	Category IV	%
Α	25.26		30.31		36.37		43.65	
В	25.77	2.00%	30.92	2.00%	37.10	2.00%	11.02	2.00%
С	26.28	2.00%	31.54	2.00%	37.84	2.00%	45.41	2.00%

Specialist Positions Entry Salaries 2025-26 School Year

For years 2025-26 and 2026-27, each employee's annual increase will be CPI, no less than 3.75% and no more than 5% over the prior year's salary. The CPI calculation to be used is defined as the "All Urban Consumers CPI" as used in the Property Tax Extension Limitation Law for the District's annual tax levy.

Category la	Payroll Assistant	Category Illa	Deployment Specialist
lb	Accounting Assistant	IIIb	Tech. Operations Specialist
lc	Asst. Scheduler / HHI Coordinator	llic	Enrollment Specialist
		llld	Tech. Operations Specialist - SIS
Category Ila	Operations Specialist		
llb	Educational Services Trainer	Category IVa	Database Analyst / Programmer
lic	Scheduler	IVb	Information Systems Specialist
	Registrar		
	Testing Coordinator		
lld	Technology Technician		

## EXHIBIT A.3 NURSE SALARY SCHEDULE HOURLY RATES

		Step		Step
STEP	Category I	%	Category II	%
1	32.56		34.60	
2	33.21	2.00%	35.29	2.00%
3	33.88	2.00%	35.99	2.00%
4	34.55	2.00%	36.71	2.00%
5	35.24	2.00%	37.45	2.00%
6	35.95	2.00%	38.20	2.00%
7	36.67	2.00%	38.96	2.00%
8	37.40	2.00%	39.74	2.00%
9	38.15	2.00%	40.53	2.00%
10	38.91	2.00%	41.34	2.00%
11	39.69	2.00%	42.17	2.00%
12	40.48	2.00%	43.01	2.00%
13	41.29	2.00%	43.87	2.00%
14	42.12	2.00%	44.75	2.00%
15	42.96	2.00%	45.65	2.00%
16	43.82	2.00%	46.56	2.00%
17	44.70	2.00%	47.49	2.00%
18	45.59	2.00%	48.44	2.00%
19	46.50	2.00%	49.41	2.00%
20	47.43	2.00%	50.40	2.00%

#### Nurse Salary Schedule 2024-25 School Year

### Nurse Salary Schedule 2025-26 School Year

For years 2025-26 and 2026-27, each employee's annual increase will be determined as outlined in Article XIX, Section B, Subsection D.

## EXHIBIT A.4 SECURITY SALARY SCHEDULE HOURLY RATES

Security Salary Schedule

2024-25 School Year						
075D	0	Step				
STEP	Category I					
1	19.50					
2	19.89	2.00%				
3	20.29	2.00%				
4	20.69	2.00%				
5	21.11	2.00%				
6		2.00%				
7	21.96	2.00%				
8	22.40	2.00%				
9	22.85	2.00%				
10	23.30	2.00%				
11	23.77	2.00%				
12	24.25	2.00%				
13	24.73	2.00%				
14	25.23	2.00%				
15	25.73	2.00%				
16	26.24	2.00%				
17		2.00%				
18	27.30	2.00%				
19	27.85	2.00%				
20	28.41	2.00%				

## Security Salary Schedule 2025-26

For years 2025-26 and 2026-27, each employee's annual increase will be determined as outlined in Article XIX, Section B, Subsection D.

## EXHIBIT B

## VOLUNTARY TERMINATION BENEFITS FOR EDUCATIONAL GESSA EMPLOYEES RETIRING UNDER IMRF

#### Section A

It is the desire of the Board of Education to recognize services of its full-time GESSA employees who have provided long and effective service to the youth of our community through a program of voluntary termination benefits.

#### Section B - Eligibility for Retirement

GESSA employees, who satisfy the following requirement, may apply for voluntary termination benefits under this policy as as "Eligible Former Employees":

- 1. Have been full-time employees of District 225 for a minimum of ten (10) years immediately preceding their voluntary termination or for an aggregate minimum of fifteen (15) years, of which a minimum of five (5) consecutive years are immediately preceding their voluntary termination; and
  - a. A "year" is considered to be the employee's regularly scheduled work year. A newly hired employee must have worked no less than 50% of the scheduled work days from July 1 to the following June 30 in their first year of employment in order for that work year to count toward the requirement in this Section 1.
- 2. Will meet one of the following eligibility criteria:
  - a. If classified as "Tier 1" under the IMRF system, must be at least 55 years of age on the effective date of voluntary termination and eligible to retire in the IMRF system; or
  - b. If classified as "Tier 2" under the IMRF system, must be at least 62 years of age on the effective date of voluntary termination and eligible to retire in the IMRF system.
- 3. Have not retired, nor are receiving retirement benefits, under any other District 225 retirement plan; and
- 4. Have requested to retire on either June 30th or December 31st of any given year.

#### Section C — Health and Insurance Benefits Available to Eligible Former Employees

- 1. The Board of Education shall provide the Eligible Former Employee with individual medical insurance coverage under the district retiree health plan(s), as selected by the Eligible Former Employee, for up to five (5) years after retirement or age 65, whichever occurs first. The Board shall pay an amount equal to 95% of the single premium amount; the Eligible Former Employee shall be responsible for the remaining premium. In the event that the plan selected by the Eligible Former Employee is no longer an option, the Eligible Former Employee may select coverage under one of the remaining plans.
- 2. Eligible Former Employees, who elect to waive continued participation in the district insurance plan upon voluntary termination will receive an annual employer-funded health reimbursement arrangement (HRA) contribution for a period of ten (10) years following voluntary termination or until age 65, whichever is sooner. The amount of the HRA contribution will be equal to 95% of the average retiree HMO and PPO single premium amount at the time of voluntary termination. Eligible Former Employees receiving these contributions will be subject to premium cost increases or decreases which may occur as a result of future changes in the cost of the noted premiums in the district plan used as the basis for calculating this benefit. Such payment shall be made as follows:

- a. A 260-day calendar or 239-day calendar employee retiring in June, will receive a prorated contribution for the months of July through December, on or before July 31st of their first year as a retiree. Eligible Former Employees will subsequently receive their annual contribution on or before January 31st, deposited into their district-established HRA account.
- b. A 203-day calendar or 186.5-day calendar employee retiring in June, will receive a prorated contribution for the months of September through December, on or before September 30th of their first year as a retiree. (participation in the district's health plan(s) will continue through August 31st, as the premiums for these months would be prepaid during their final year). Eligible Former Employees will subsequently receive their annual contribution on or before January 31st, deposited into their district-established HRA account.
- c. Those employees retiring in December, will receive their first annual contribution, and subsequent annual contributions on or before January 31st, deposited into their district-established HRA account.
- d. In the year that the retiree reaches age 65, they will receive a prorated contribution for the months they are under 65 (e.g., if an Eligible Former Employee turns 65 on April 15th, they will receive a prorated contribution for the months of January through April), deposited into their district-established HRA account.
- 3. Eligible Former Employees, who elect those insurance allowance benefits contained in Paragraph 1 of this Section C, shall be allowed to maintain family medical insurance coverage under one of the district health care plans accessible to retirees as selected by the Eligible Former Employee, (provided they had family coverage on the effective date of their retirement). Eligible Former Employees shall be responsible for the full premium, therefore, less the Board's contribution referred to in paragraph 1 of this section.

Section D - Additional Health and Insurance Benefits Available to Eligible Former Employees

- 1. In addition to the benefits provided in Section C, the Board of Education shall contribute \$2,500, annually, to an employer-funded HRA account, on behalf of the Eligible Former Employee, for a period of five (5) years after the effective date of retirement. Such payment shall be made on or before January 31st, deposited into their district-established HRA account.
- 2. Eligible Former Employees who elect to continue coverage, past Medicare eligibility must enroll in a health insurance policy coordinated with Medicare if one exists. Such policy may also provide for a reduction in benefits and premiums. Eligible Former Employees shall be responsible for the full premium of these plans.
- 3. The Board of Education shall allow Retirees to maintain the dental and vision coverage they had in effect at the time of retirement, or as such plan may be amended from time to time for current district employees, until age 65 or until the Eligible Former Employee is eligible for Medicare, whichever occurs first. Eligible Former Employees shall be responsible for the full premium of these plans.
- 4. The Board of Education shall provide Eligible Former Employees with \$10,000 of term life insurance until the Eligible Former Employee reaches age 65 or the age of Medicare eligibility, whichever shall occur first. The term life insurance shall be provided by the Board at no cost to the Eligible Former Employee.
- 5. The Eligible Former Employee shall be allowed to convert any term life insurance, bought or provided for by the Board of Education and in effect on their last date of employment, to any

alternative policy approved by the insurance carrier. After such conversion, Eligible Former Employees shall be responsible for full payment of any premium.

6. Eligible Former Employees shall be allowed to continue to participate, at no cost, in the Employee Assistance Program provided by the Board for regularly employed employees.

#### Section E - Salary Benefits Available to Eligible Former Employees

- 1. Employees submitting their notice of intent to retire will be entitled up to a maximum of three (3) salary increases of 6% for each year prior to the effective date of retirement.
- 2. The 6% increase described in Paragraph 1 of this section shall be in lieu of any salary increase, which the employee would otherwise receive.
- 3. Salary payments described in paragraph 1 of this section shall be defined as contractual salaries paid for the performance of duties as an employee. The salaries shall not include any stipends or any other payment of any type whatsoever.
- 4. During the employee's last four years of employment, they shall not be eligible to receive any new stipends or other extra duty payments, of any type, (not previously performed in prior years) that would result in exceeding the State maximum salary increase of 6%. Any employee who incurs a State maximum salary penalty shall be ineligible for any benefits contained in this policy.
- 5. All requests for participation in this plan must be submitted in writing to the Superintendent or designee no later than April 1st. The year of declaration, or the following year shall be identified as their first year to receive a 6% increase. If the declaration year is the first year, payments will be made over the employee's remaining paychecks based on the date of declaring their intent to retire. The request shall include a copy of the employee's latest statement from the IMRF system indicating the employee's service credit information if that information is necessary to qualify the employee for this plan.
- 6. Participation in the benefits of this plan is dependent upon unconditional and irrevocable resignation from employment, effective at the end of the school or calendar year identified in the employee's notice. Any employee who does not fulfill their agreement's timeline, for whatever reason, shall be ineligible for any benefits contained in this plan.

#### Section F – Unused Vacation Benefits

In addition to those benefits contained in Section D, Eligible Former Employees who are eligible for vacation benefits may choose to have the Board of Education directly contribute to an employer-funded HRA account, the value of up to ten (10) days of accrued unused vacation days, at their then-current annual base salary per diem rate for the first year of retirement. Any other vacation days accrued and earned, must be used or they will convert to sick leave on the Eligible Former Employee's last day of work. Such payment shall be made within sixty (60) days of retirement, deposited into their district-established HRA account.

#### Section G - Miscellaneous Provisions

- 1. For purposes of this plan, the school year shall begin on July 1st and end on June 30th.
- 2. If IMRF regulatory changes occur, which result in an increase in the cost of this plan, the Board and the Associations representing GESSA employees shall negotiate a revision to this plan, pursuant to Article XXIII of the Agreement.
- 3. These benefits shall be effective from and after the ratification date of this agreement.

## EXHIBIT C MEDICAL INSURANCE COST CONTAINMENT COMMITTEE

The Board of Education, the Glenbrook Education Association (GEA) and the Glenbrook Educational Support Staff Association (GESSA) agree that there is a mutually beneficial need to contain the increases in medical insurance costs. Therefore, the Board, the GEA, and the GESSA agree to establish a medical insurance cost containment committee.

The committee shall be composed of three (3) members appointed by the Superintendent and four (4) members appointed by the Presidents of the GEA, the GESSA, and the GESPA. The committee shall be chaired by the Assistant Superintendent for Business Services/CSBO.

The committee shall also seek representation from non-unionized support groups.

The committee shall convene at least twice during the school year. The committee shall have its first meeting in the winter and its second meeting in the spring.

The committee shall examine such topics as those contained in the following list:

- 1. A review of the prescription drug plan,
- 2. A review of the procedures for setting insurance premiums,
- 3. Benefit costs and utilization rates,
- 4. Potential savings and enhancements, and
- 5. Deductibles and copays.

Implementation of the committee recommendations shall require the approval of the Board, the GEA and the GESSA.

It is understood that the Board retains the sole right to determine premiums.

## EXHIBIT D PENSION OR LEGISLATIVE CHANGES

The Board of Education and GESSA agree as follows:

If during the life of this Agreement, legislation is enacted which affects Board revenue or expenditures in one or more of the following areas:

- 1. Local property tax "freeze";
- 2. Pension cost shift to the Board; or
- 3. Reduction in state school funding under the Evidence-Based Funding model,

the Board and GESSA negotiations teams will meet to discuss the impact of such changes. The teams may then agree to modify the terms of this Agreement, provided, however, that any such modification must be by mutual agreement of the Board and GESSA membership.

## EXHIBIT E WEINGARTEN RIGHTS CARD

# **UNION REPRESENTATION REQUEST**

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully



request that my Association representative be present at the meeting. Without representation, I choose not to answer any questions.

Printed by union workers in the IEA Print Shop

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