

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT 63
AND
THE EAST MAINE TEACHER ASSISTANTS ASSOCIATION
2025-2026 THROUGH 2029-2030

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 RECOGNITION	2
ARTICLE 2 DUES DEDUCTION	3
ARTICLE 3 EMPLOYEE AND ASSOCIATION RIGHTS.....	4
A. Notice of Meeting	4
B. Board Minutes.....	4
C. Relevant Information	4
D. Association Leave.....	4
E. Meeting Space and Board Equipment.....	4
F. Use of District Facilities	5
G. Copies of Agreement	5
H. Newly Hired Employees.....	5
I. Board Policy Manual	5
ARTICLE 4 EMPLOYEE DISCIPLINE AND TERMINATION	6
A. Right of Representation	6
B. Probationary Period	6
C. Verbal Reprimand.....	6
D. Dismissal for Cause	6
E. Reduction in Force.....	6
F. Recall	7
G. Seniority	7
ARTICLE 5 EMPLOYEE EVALUATION	8
ARTICLE 6 PERSONNEL FILES.....	9
ARTICLE 7 GRIEVANCE PROCEDURE.....	10
A. Definitions.....	10
B. Procedures.....	10
C. Bypass to Superintendent.....	11
D. Bypass to Arbitration	11
E. Association Participation - Employee Represented.....	11
F. Board – Administration Cooperation.....	11
G. No Reprisals Clause.....	11
H. Release Time.....	11
I. Filing of Materials.....	11
J. Grievance Withdrawal	11
K. No Written Response	12
L. Fee and Expenses.....	12
ARTICLE 8 LEAVES	13

A.	Sick Leave.....	13
B.	Personal Business Leave.....	13
C.	Unpaid Leave of Absence.....	14
D.	Bereavement	14
E.	Parental leave/Adoption Leave.....	14
F.	Jury Duty Leave.....	17
G.	Meetings.....	17
H.	Worker Compensation	17
I.	FMLA Leave.....	18
J.	COBRA.....	18
K.	Cook County Paid Leave Ordinance.....	18
ARTICLE 9 NEGOTIATIONS AND IMPASSE PROCEDURES		19
ARTICLE 10 NO STRIKE.....		20
ARTICLE 11 WORKING CONDITIONS.....		21
A.	Workday.....	21
B.	Break Time.....	21
C.	Work Year.....	21
D.	Hepatitis B Vaccine	21
E.	Training.....	21
ARTICLE 12 COMPENSATION AND FRINGE BENEFITS		22
A.	Compensation	22
B.	Insurance Provision.....	22
C.	Term Life Insurance.....	24
D.	Pay Dates	24
E.	Extra Duty Positions/Pay	24
F.	Section 125.....	24
G.	Anniversary Date	24
H.	Retirement Benefit.....	24
I.	Substitution	25
J.	Professional Development Reimbursement.....	25
ARTICLE 13 VACANCIES, PROMOTIONS, AND TRANSFERS		26
A.	Posting of Vacancy	26
B.	Application.....	26
C.	Involuntary Transfers.....	26
ARTICLE 14 EFFECT OF AGREEMENT AND DURATION.....		27
A.	Complete Understanding	27
B.	Board Rights	27
C.	Savings Clause.....	27
D.	Duration	27
EXHIBIT A SALARY SCHEDULE: 25/26, 26/27, 27/28, 28/29, 29/30		28

PREAMBLE

Members of the East Maine Teacher Assistants Association, the Board of Education, and the District Administration commit ourselves to building a positive and effective working relationship.

We acknowledge and celebrate our differences because they enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district depends on our ability to work well together, and we further believe that a strong and effective system of communication is critical for the preservation and improvement of public education in Illinois.

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

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

Specifically, the East Maine Teacher Assistants Association and the District Administration will do the following:

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

ARTICLE 1
RECOGNITION

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

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

ARTICLE 2
DUES DEDUCTION

- A. The Board shall deduct from each employee's pay the membership dues of the Association and its affiliated organizations, provided that, at the time of such deduction, there is in the possession of the Board a written authorization form for dues deduction executed by the employee. For employees who are employed as of the first day of the school year such authorization forms shall be forwarded to the Business Office within ten (10) calendar days and dues deductions will begin September 15. For employees hired after the start of the school year, such authorization forms shall be forwarded to the Business Office within ten (10) days of the employee's start date and dues deductions will begin with the first pay period following receipt of the authorization form for the employee. The annual membership dues shall be deducted in accordance with the provisions of the authorization form furnished by the Association.
- B. The authorization shall remain in effect from year to year unless the employee revokes said authorization prior to September 1 of any year or terminates her/his employment with the District.
1. In the event these dues shall have increased from the previous year, the Association shall certify the amount of the increase and total dues in writing to the Business Office by August 1 of the year in which the increase is to take effect.
 2. Failure to notify the Business Office by the stated date will waive the Board's obligation to change the dues deduction for that year.
 3. Except for National Education Association life members or part-time employees, dues to be deducted shall be the same for each employee.
- C. The amount to be deducted shall be prorated from each paycheck, starting September 15 and ending June 30.
- D. The District shall deduct the pro rata dues authorized for those employees who are employed after the commencement of the school year in as equal installments as possible to ensure such dues are deducted for those employees by June of the school year.
- E. All dues deducted by the Board shall be remitted to the Treasurer of the Association or designee no later than ten (10) business days after the payroll date for which such deductions are made.
- F. The Association shall indemnify and hold harmless the Board, its members, non-bargaining unit employees and agents from any and all claims, demands, suits and costs incurred in connection with any claims, demands or suits resulting from any reasonable action taken or omitted by the Board, its members, non-bargaining unit employees and agents for the purpose of complying with the provisions of this Section.

ARTICLE 3
EMPLOYEE AND ASSOCIATION RIGHTS

A. Notice of Meeting

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

B. Board Minutes

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

C. Relevant Information

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

D. Association Leave

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

E. Meeting Space and Board Equipment

The Association shall not be denied reasonable use of:

1. Meeting space in school facilities for Union meetings, provided: (a) an Association written request is made to the Superintendent or designee at least 48 hours in advance of the meeting date and such is approved by the Superintendent or designee; (b) such meeting space is available; (c) such meeting neither interferes with the School District's educational programs, nor conflicts with school events or employees'

assignments; (d) the Association promptly reimburses the Board for any damage and reasonable maintenance costs; and (e) at least 90% of those attending a meeting of 10 or more persons shall be members of the bargaining unit.

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

F. Use of District Facilities

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

G. Copies of Agreement

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

H. Newly Hired Employees

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

I. Board Policy Manual

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

ARTICLE 4
EMPLOYEE DISCIPLINE AND TERMINATION

A. Right of Representation

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

B. Probationary Period

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

C. Verbal Reprimand

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

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

D. Dismissal for Cause

If no such bargaining position is vacant at the time the employee's performance is deemed unsatisfactory, no transfer will be available. The employee shall be given written notice of the District's reasons for deeming the employee's performance unsatisfactory. If such employee has not remediated his or her deficiencies within a reasonable time, or additional cause exists for dismissal, the District shall dismiss the employee by giving written notice to the employee with the reasons. In the event there exists an irremediable cause to dismiss a regular employee, the Board shall dismiss such employee by giving written notice to the employee with reasons for the dismissal.

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

E. Reduction in Force

In the event the Board decides to reduce the number of employees holding positions within

the bargaining unit, the Board shall first dismiss all part-time-and full-time probationary employees prior to dismissing a regular employee who is qualified to fill a position held by a part-time or full-time probationary employee. In the event that the Board must dismiss a regular employee or employees due to its decisions to reduce the number of employees, the Board shall dismiss regular employees by inverse order of seniority. Such notice shall be in writing sent by certified mail (return receipt requested) to the employee's address last on file with the Board, no later than April 15.

F. Recall

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the school term following the reduction in force, such positions will be offered to the employees dismissed from that category or any other category of position, so far as they are qualified to hold the available position in order of seniority. An employee's failure to respond affirmatively in writing within seven (7) calendar days after receipt of the Board's letter sent by certified mail (return receipt requested) to the employee's address on file with the Board recalling such employee shall result in the termination of the employee's rights of recall thereafter.

G. Seniority

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

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

ARTICLE 5
EMPLOYEE EVALUATION

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

ARTICLE 6
PERSONNEL FILES

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

The right to review and reproduce the contents of the employee's personnel file does not extend to such materials that are privileged from disclosure under the Illinois Personnel Records Act.

ARTICLE 7
GRIEVANCE PROCEDURE

A. Definitions

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

As used in this Article, the term "days" shall mean employee workdays except during the summer recess, in which case "days" shall mean days on which the School District business office is open.

B. Procedures

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

STEP 1: Within twenty-five (25) days following the occurrence of the event giving rise to the grievance, the employee or the Association may present the grievance in writing to the supervisor immediately involved, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

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

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

C. Bypass to Superintendent

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

D. Bypass to Arbitration

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

E. Association Participation - Employee Represented

The grievant is allowed representation of his/her choosing at any step of the process. When an employee is not represented by the Association, a representative of the Association may be present as an observer at all formal steps of the grievance procedure. No employee shall be required to discuss any grievance if the Association's representative is not present.

F. Board – Administration Cooperation

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

G. No Reprisals Clause

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

H. Release Time

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

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

I. Filing of Materials

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

J. Grievance Withdrawal

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

K. No Written Response

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

L. Fee and Expenses

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

ARTICLE 8
LEAVES

A. Sick Leave

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

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

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

B. Personal Business Leave

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

entitled to use one (1) other day as personal leave for a reason authorized herein, other than observance of a recognized religious holiday.

4. Personal business leave shall not be available for a work stoppage of any kind.
5. Any full-time employee hired after the start of the school year shall receive personal leave days pro-rated from the date of hiring to the end of the school year.

C. Unpaid Leave of Absence

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

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

D. Bereavement

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

E. Parental leave/Adoption Leave

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

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

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

- i. Provide written verification of the birth from appropriate medical

professional.

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

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

2. Unpaid Childbirth/Childrearing/Parental /Adoption Leave

- a. Employees who do not elect to utilize accrued sick leave for the birth, adoption or placement for adoption shall be eligible for childbirth/childrearing/parental/adoption leave subject to the following:
- i. Childbirth/Childrearing/Parental Leave - In instances of the employee's (or employee's spouse's) pregnancy, the employee will advise the Superintendent or designee of the fact of pregnancy no later than the fourth (4th) month of pregnancy and shall provide a written statement from her obstetrician or legally qualified health care provider indicating the expected date of delivery and his/her opinion that the employee may safely continue in her employment, including the performance of all regular duties application for such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.

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

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

Superintendent at least ninety (90) days prior to the anticipated placement of an adopted child.

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

i. The employee and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. In no event shall the leave commence later than the actual date of delivery or adoptive placement of the child or exceed the balance of the school year in which it is commenced and one (1) additional school year.

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

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

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

Employees who are on a childbirth/child-rearing/parental/adoption leave at the start of the year and who return to work during the year shall have their sick leave days pro-rated if the leave exceeds twelve (12) weeks, except that the employee's sick leave allotment for that school year shall not be less than ten (10) days.

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

ii. The period of leave shall be without salary, wage, or payment of fringe benefits and insurance premiums, except as otherwise provided by law. With the consent of the insurance carrier, the employee may maintain medical insurance by making timely payments of all premiums to the District Administrative Office or elsewhere as may be directed.

iii. Any employee on childbirth/parental/childrearing/adoption leave of

absence shall notify the Superintendent in writing by March 1 (unless the leave begins after March 1, in which case the employee shall notify the Superintendent by July 1) of their desire to return to employment the following school year. If such notice is not given by the designated date, the employee shall be deemed to have resigned. If the leave is for the first half of the school year only, the employee shall notify the Superintendent by November 15 of his/her intention to return at the beginning of the second semester.

- iv. For purposes of advancement on the salary schedule, an employee who shall be employed half of the school year shall be entitled to advancement thereon as though the entire year has been completed.
- v. Under special circumstances, an unpaid parental leave may be granted to a probationary employee by action of the Board, subject to all of the foregoing and to further agreement of the employee that the period of time of the leave and of any prior period of employment, shall not constitute any of the time necessary for employment prior to achieving regular employment status. A probationary employee granted maternity leave shall thereafter be employed as a full time employee for two consecutive school years before becoming eligible for regular employment status. The granting of parental leave to one probationary employee shall not constitute a precedent for the granting of leave to any other, but each case will be judged upon its own merits.

F. Jury Duty Leave

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

G. Meetings

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

H. Worker Compensation

In case of any accident or injury to a teacher assistant which shall be occasioned by the

negligence of the Board or as a consequence of an assault upon the teacher assistant by a student, which accident or injury shall have occurred in the course of and arising out of employment and while the teacher assistant was acting pursuant to the Board policy, the Board shall continue the teacher assistant's salary (but not including any extracurricular or other stipends) in full. At such date, as the teacher assistant shall begin to receive Worker's Compensation payments, the teacher assistant shall immediately advise the District Business Office of his/her receipt of such payments, and the Board shall reduce its salary payments to the teacher assistant in the amount thereof. All such payments shall be without reduction of accumulated sick leave of the teacher assistant. This Paragraph shall cease to be effective one hundred eighty (180) calendar days after the event-giving rise to such payment or on such date as the teacher assistant would otherwise qualify for disability payments of any type under the Illinois Municipal Retirement Fund, whichever shall first occur.

I. FMLA Leave

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

J. COBRA

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

K. Cook County Paid Leave Ordinance

The Association, on behalf of all members in the bargaining unit, hereby expressly waives all rights to paid leave of absence under the Cook County Paid Leave Ordinance.

ARTICLE 9
NEGOTIATIONS AND IMPASSE PROCEDURES

- A. The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Meetings shall be held as necessary at times and places agreed to by both parties.
- B.
1. If after a reasonable period of negotiation and within ninety (90) days before the scheduled start of the upcoming school year, the parties engaged in collective bargaining have reached impasse, either party may petition the Illinois Educational Labor Relations Board ("IELRB") to initiate mediation or request a mediator through the Federal Mediation and Conciliation Service.
 2. At any time, the parties may jointly request mediation.
 3. When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, the parties shall seek to agree upon a mediator. If the parties fail to reach such agreement within seven (7) calendar days, the parties shall select a mediator from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation service is unable for any reason to provide a mediator within ten (10) calendar days after being so requested, the parties shall select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.
 4. Once a mediator has been appointed or selected, the mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement. Any time after fifteen (15) days of mediation, either party may initiate the public posting process. The mediator may initiate the public posting process at any time fifteen (15) days after mediation commenced. Initiation of the public posting process must be filed with the IELRB and copies must be submitted to the parties the same day. Within seven (7) days after the initiation of the public posting process, each party shall submit to the mediator, the IELRB and the other party in writing the most recent offer of the party, including a cost summary. Seven (7) days after receipt of the parties' offers, the IELRB will make the offers public.

ARTICLE 10
NO STRIKE

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

ARTICLE 11
WORKING CONDITIONS

A. Workday

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

B. Break Time

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

C. Work Year

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

D. Hepatitis B Vaccine

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

E. Training

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

ARTICLE 12
COMPENSATION AND FRINGE BENEFITS

A. Compensation

Each employee will be paid a salary increase for 2025-26, 2026-27, 2027-28, 2028-29, 2029-30 as follows:

2025-2026	5%
2026-2027	5%
2027-2028	4.5%
2028-2029 and 2029-2030	- CPI +0.25% (No less than 3.5% and no more than 4.5%)

For the 2028-2029 and 2029-2030 fiscal years, employee compensation will be increased by the blended Consumer Price Index for All Urban Consumers (“CPI”), as defined by the Illinois Property Tax Extension Limitation Law, for the two tax years applicable to the 2029 and 2030 school years with a minimum of three and one-half (3.5%) and a maximum of four and a half percent (4.5%).

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

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

B. Insurance Provision

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

The Board and employee portions of the health insurance premiums will be determined as follows:

Plan Selected	Premium Contribution
1. HMO Illinois/HMO Advantage Single Coverage without Participation in Wellness Program	Board pays 95% Teacher Assistant pays 5%
2. HMO Illinois/HMO Advantage Single Coverage AND Participation in Wellness Program	Board pays 100%
3. All other plans selected without Participation in Wellness Program	Board pays amount equal to 95% of 127.177% of HMO Illinois Single coverage premium.

	Teacher Assistant pays any remaining premium amount
4. All other plans selected AND Participation in Wellness Program	Board pays amount equal to 127.177% of HMO Illinois Single coverage premium Teacher Assistant pays any remaining premium amount

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

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

The insurance on all dependent (family) coverage will also be on a contributory basis requiring premium payment by the individual employee.

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

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

For the duration of this Collective Bargaining Agreement, a Joint Health Insurance Committee will be convened and maintained to review options to contain or reduce the cost of health insurance coverage. The Committee shall be composed of representatives from each employee group, two (2) of whom will be named by the EMTAA and also the Board of Education. The Committee will be co-chaired by the Superintendent or designee and the EMEA President or designee, who shall both be responsible for scheduling meetings and preparing necessary documentation for each meeting.

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

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

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

C. Term Life Insurance

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

D. Pay Dates

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

E. Extra Duty Positions/Pay

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

F. Section 125

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

G. Anniversary Date

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

H. Retirement Benefit

1. Employees who retire from the District who have unencumbered sick days available will be compensated at the rate of \$45.00 per sick day for each that is unencumbered in excess of one hundred (100). Unencumbered sick days shall be defined as an unused sick day that has not been applied toward an increase in retirement benefits through the Illinois Teachers' Retirement System and/or IMRF. The payment for such unencumbered sick days shall be made following the effective date of retirement.

2. The Board will offer full-time employees, 55 years of age or older with fifteen (15) or more years of continuous full-time service with the District who retire from the District directly into the Illinois Municipal Retirement Fund System at the end of 2025-26, 2026-27, 2027-28, 2028-29, 2029-30 school year the following benefits:

A. A 6% increase over the prior year's base salary, and

- B. A service stipend be paid following the effective date of retirement, as follows:

15-20 Years: \$300 per year

21-25 Years: \$400 per year

26+ Years: \$500 per year

In order to be eligible for these benefits, the employee must provide with written notice to the Superintendent or designee by February 15 of any year of this Agreement. The employee will work with the Business Office to secure payment of these benefits in a manner to maximize benefits under the Illinois Municipal Retirement Fund System and to avoid payment by the Board of any penalty for the same.

I. Substitution

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

J. Professional Development Reimbursement

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

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

ARTICLE 13
VACANCIES, PROMOTIONS, AND TRANSFERS

A. Posting of Vacancy

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

B. Application

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

C. Involuntary Transfers

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

ARTICLE 14
EFFECT OF AGREEMENT AND DURATION

A. Complete Understanding

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

B. Board Rights

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

C. Savings Clause


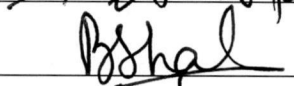
Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, sections or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, section or clauses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

D. Duration

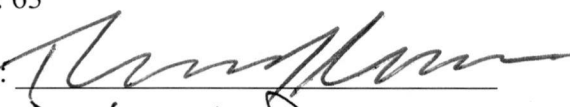
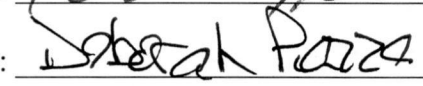
This Agreement shall be effective upon the date of its execution and shall continue in effect until 11:59 p.m., August 15, 2030. Appendices A, B, C, and D shall be effective August 14, 2025.

In Witness Whereof:

For the East Maine Teacher Assistants
Association

President: 
Secretary: 
Date: 6/5/2025

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

President: 
Secretary: 
Date: June 4, 2025

**EXHIBIT A
2025-2026 STARTING SALARY SCHEDULE**

	30 Hrs	60 Hrs	90 Hrs	BA
Step 1	\$24,250.80	\$25,537.05	\$26,914.65	\$28,313.25
Step 2	\$24,544.80	\$25,845.75	\$27,242.25	\$28,656.60
Step 3	\$25,033.05	\$26,362.35	\$27,785.10	\$29,229.90
Step 4	\$25,532.85	\$26,887.35	\$28,340.55	\$29,812.65

2026-2027 STARTING SALARY SCHEDULE

	30 Hrs	60 Hrs	90 Hrs	BA
Step 1	\$25,463.34	\$26,813.90	\$28,260.38	\$29,728.91
Step 2	\$25,772.04	\$27,138.04	\$28,604.36	\$30,089.43
Step 3	\$26,284.70	\$27,680.47	\$29,174.36	\$30,691.40
Step 4	\$26,809.49	\$28,231.72	\$29,757.58	\$31,303.28

2027-2028 STARTING SALARY SCHEDULE

	30 Hrs	60 Hrs	90 Hrs	BA
Step 1	\$26,609.19	\$28,020.53	\$29,532.10	\$31,066.71
Step 2	\$26,931.78	\$28,359.25	\$29,891.56	\$31,443.45
Step 3	\$27,467.51	\$28,926.09	\$30,487.20	\$32,072.51
Step 4	\$28,015.92	\$29,502.14	\$31,096.67	\$32,711.93

All employees who have completed eight (8) to eleven (11) years of service within the bargaining unit prior to a school year shall receive an additional \$600. All employees who have completed twelve (12) to nineteen (19) years of service within the bargaining unit prior to a school year shall receive an additional \$1000. All employees who have completed twenty (20) or more years of service within the bargaining unit prior to a school year will receive an additional \$1500.

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

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

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

Annual salary is paid over 20 or 24 pay periods at a gross per pay amount determined by dividing the annual salary by 20 or 24. The starting salary schedule for the 2028-2029 and the 2029-30 school years will be created once the CPI + 0.25% increase (capped at 4.5%) is calculated in accordance with Article 12, Section A.