COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF EDUCATION
PROVISO TOWNSHIP HIGH SCHOOLS
DISTRICT 209
COOK COUNTY, ILLINOIS

AND

THE PROVISO SUPPORT STAFF COUNCIL
OF THE WEST SUBURBAN TEACHERS UNION
LOCAL 571
ILLINOIS FEDERATION OF TEACHERS
AMERICAN FEDERATION OF TEACHERS

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ARTICLE I: RECOGNITION AND SCOPE

1.1. Recognition

The Board of Education of Proviso Township High School District #209, Cook County, Illinois (hereinafter referred to as the "Board" or the "Employer") recognizes The Proviso Support Staff Council of the West Suburban Teachers Union Local #571, IFT-AFL/CIO (hereinafter referred to as the "Union") as the exclusive bargaining agent for all full and regularly employed part-time support service employees including clerks, instructional aides, lunchroom monitors, food service personnel, nurses, non-exempt secretaries, security officers and non-exempt instructional information technology staff.

1.2. Savings Clause

If any article, section, or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or provision.

1.3. Definition of Terms

1.3.1. Full-Time Employee

Any employee who is regularly employed on a ten (10) or twelve (12) month basis and who works thirty-seven and one-half (37.5) or more hours per week, excluding lunch, shall be deemed a "full-time" employee.

1.3.2. Part-Time Employee

Any employee who is regularly employed on a ten (10) or twelve (12) month basis and who works less than thirty-seven and one-half (37.5) hours per week shall be deemed a "part-time" employee.

1.3.3. Ten-Month Employee

Ten-month employees are employed for less than 12 months.

1.3.4. Twelve-Month Employee

Twelve-Month Employees are employed for 12 months.

1.4. Scope of Negotiations

The Board agrees to negotiate with the Union on matters of wages, hours, fringe benefits, and the terms and conditions of employment as required by law. This duty does not compel either party to agree to a proposal or concession. The parties further agree that there shall be no change in the subjects or matters covered by this Agreement nor shall there be any change in conditions of employment, hours, wages or fringe benefits without prior negotiation, if requested.

1.5. Changes in Policy

If the Board or Administration wishes to change a policy which would affect wages, fringe benefits or working conditions not covered by this Agreement and which are mandatory subjects of bargaining but not matters of inherent managerial policy under the Illinois Educational Labor Relations Act ("Act"), the Board shall notify the Union in writing of such proposed changes. The Union may, within five (5) days of receipt of said notice, request a meeting to negotiate the change.

The change or modification in working conditions shall not be instituted until good faith negotiations have been conducted unless the Union has agreed to such change or modification or has failed to request negotiations within five (5) days of receiving notice. The Board may institute a change or modification in working conditions if the Union and Board have not reached an agreement after good-faith negotiations have been conducted. The provisions of this section shall not apply in an emergency or an extra-ordinary situation wherein the Board must take immediate action and time or circumstances make bargaining impracticable.

1.6. Management Rights

The Board retains and reserves unto itself the powers, authority, duties and responsibilities vested in the Board by law provided that it shall exercise such powers, authority, duties and responsibilities in conformity with the provisions of this Agreement. The Board shall have and retain the full and exclusive right to hire, fire, assign, promote, demote, layoff, direct, discipline, transfer, suspend, evaluate and determine the qualifications of its employees. The Board has the complete and sole right to determine the operations and the extent of same of the District, to make work rules, determine the methods, standards and extent of work, to determine the content of jobs and to select and appoint supervisory personnel provided it does not abridge this Agreement by doing so. Nothing in this management rights clause diminishes the Board's duty, if any, under the Illinois Educational Labor Relations Act (the "Act") to negotiate midterm changes in wages, hours and working conditions not specifically covered by this Agreement; provided, however, enforcement of any such duty by the Union shall be solely through the Illinois Educational Labor Relations Board and not through grievance procedure, and nothing in this Agreement diminishes the Board's authority to implement changes in working conditions not specifically covered by this Agreement after satisfaction of the Board's duty, if any, to negotiate such changes.

ARTICLE II: UNION RIGHTS

2.1. Board Meetings

The Union shall have the right to send an official representative to attend any open meeting of the Board. Upon request at the Board meeting, the Union representative shall be given a reasonable and appropriate opportunity to address the Board. The Union representative will, whenever possible, give notice to the Superintendent of the intention to address the Board, along with a brief statement of the subject matter to be mentioned.

2.2. Information to the Union

2.2.1. The Board agrees to make available to the President of the Union a copy of the agenda and minutes of all regular meetings of the Board two (2) days prior to all Board meetings via notification of posting on the District website. The District will make its best efforts to make available the documents in advance of regular Board meetings via electronic delivery if possible. The Board shall send the Union President the annual fiscal year and financial statement and audit, the approved

tentative budget, treasurer's reports, and regularly prepared statistical information pertaining to wages paid and benefit coverage.

2.2.2. The Board shall provide the Union a complete list of the names and addresses of all bargaining unit employees. The list shall be provided in an Excel file. The list shall include, in addition to the names and addresses, the employee's job title, worksite location, work phone numbers, home phone numbers (if available), cell phone numbers (if available), date of hire, work email and personal email (if available). This list will be sent to the Union President on a monthly basis unless another schedule is mutually agreed upon.

2.2.3. The following bargaining unit member information shall NOT be disclosed to outside parties: (a) the employee's home address (including zip code and county), (b) the employee's date of birth, (c) the employee's home and personal phone number(s), (d) the employee's personal email address, (e) any information personally identifying employee membership or status in the Union, and (f) emails or other communications between the Union and its members regarding Union business.

2.3. New Employees

Names and addresses of newly hired employees covered by this Agreement shall be sent to the Union upon request. All newly hired employees shall be given a copy of this Agreement and execute a written receipt therefor.

2.4. Union Business

Upon at least three (3) school days' written notice, and subject to the Superintendent's approval based upon the effect the absence will have on school operations, the Union President and/or designee shall be allowed up to six (6) days of released time each school year for Union business without loss of pay. The Union will reimburse the District for the reasonable costs. Additional days may be granted by the Superintendent.

2.5. Dues Deduction

The Board shall deduct from the regular paycheck of each employee, in accordance with the terms of the employee's written authorization when provided to the District**,** the required amount of Union dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Union official no later than ten (10) days after such deductions were made. Dues deduction authorizations shall remain valid until the employee leaves the position or the employer receives notice from the Union that an employee has revoked their authorization in writing in accordance with the terms of the dues deduction authorization.

2.6. Hold Harmless

2.6.1. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

2.6.2. If during the term of this Agreement, the Illinois Educational Labor Relations Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board

agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

2.7. Use of School Buildings

2.7.1. The Union and its representatives shall have the right to use appropriate and available school building areas to transact official Union business at designated times as authorized by the Superintendent or his/her designee. The Union shall pay a reasonable service charge whenever extraordinary custodial services are required because of the use of school facilities.

2.7.2. The Board shall provide the Union an opportunity to meet with new employees at his/her worksite for up to one hour within the first two weeks of the employment or at a time mutually agreed upon by the Board and Union.

2.8. Use of Equipment

The Union may have reasonable access to and use of the District's duplicating equipment provided that the Union reimburses the District for the cost of such use and provided further that such use does not interfere with the conduct of school business.

2.9. Bulletin Boards

The Union shall be provided adequate space on existing bulletin boards in employees' lounges and employees' cafeterias at each school. All notices and materials that are posted are to be signed and dated by an authorized Union representative, approved by the principals or their designees and submitted to the Superintendent at the time of posting.

2.10. School Mail

The school mail boxes which may be assigned to bargaining unit employees and interschool mail service may be used to facilitate the dissemination of information for Local Union business. All information to be disseminated shall be verified by an authorized Union representative and approved by the principal or the principal's designee. Information that is not approved within twenty-four hours may be disseminated without approval. All reasonable means shall be taken to approve information which must be disseminated before the twenty-four hour period ends.

2.11. Consultation

2.11.1. The Superintendent shall meet, as needed, at a mutually agreeable time, upon request of the Union President and Vice Presidents to discuss matters relating to the implementation of this Agreement.

2.11.2. The Principal of the school shall, upon request of the Union, meet during a mutually agreeable time, as needed, with two (2) representatives of the Union to discuss school operations and questions relating to the implementation of this Agreement.

2.11.3. Upon mutual agreement, the consultations may occur during the workday.

2.11.4. Union Time

The President of Proviso Support Staff Council, or the President's designee, shall be allowed release time to fulfill the responsibilities associated with the implementation, maintenance and enforcement of this Agreement without loss of pay or benefits subject to approval by the individual's immediate supervisor.

2.11.5. Labor/Management Committees

The Board and Union shall establish a labor/management committee for the purpose of frank and open discussion regarding the improvement of efficiency, productivity, and workplace relations. Upon request of the Union and with the approval of the Superintendent or designee, a labor/management committee may be established to address specific or ongoing issues.

Such committees may be established according to the following guidelines:

1. The committee will consist of equal numbers of management and Union representatives.

2. Committee recommendations, if any, will be advisory in nature.

3. Labor/management committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.

2.12. Notification

2.12.1. All affected employees shall receive at least a two (2) week notification in writing of any change or modification in their working conditions which is the result of negotiations between the Board and Union.

2.12.2. The Administration shall notify ten-month (10) employees of their tentative assignment for the following school year as soon as possible but no later than the end of the school year.

2.12.3. Except in cases of disciplinary or just cause, non-probationary employees who are being dismissed due to a reduction in force shall be given a thirty (30) day notice by the Board.

2.13. Contract Costs

A copy of this Agreement shall be available sixty (60) days after ratification by both parties on the District’s website.

2.14. Restructuring

2.14.1. The administration will seek Union involvement in the preliminary discussions concerning the restructuring of bargaining unit positions.

2.14.2. Prior to posting a new or restructured position, the administration shall inform the Support Staff President of any restructuring of bargaining unit positions or any creation of a new position which the Union believes may be a bargaining unit position and, upon Union request, shall meet and discuss the Union's input.

2.15. Job Assignments

2.15.1. The Union and the Administration agree to create a committee to review and revise job descriptions. Each employee covered by this Agreement shall be given a job description for his/her position which summarizes the essential functions of the job as determined by the Board by December 31, 2024.

2.15.2. Any changes being considered to the job descriptions and/or titles thereafter that involve significant additions or deletions of duties will be presented to the Union President. The District and the Union will discuss through the committee. The committee will make a joint recommendation to the Board with any changes, additions, or deletions to the job descriptions/titles. The affected employees will be notified in writing two (2) weeks prior to the implementation of a revised job description, unless circumstances necessitate sooner implementation.

2.15.3. The "other duties" provision of the job descriptions shall be defined as meaning duties that are related to functions listed in the job description.

ARTICLE III: WORKING CONDITIONS

3.1. Seniority

3.1.1. The Board and Union agree that seniority, as defined in this Agreement, shall be a consideration in all promotions, transfers, layoffs, re-employments and overtime.

3.1.2.a. Seniority shall be defined as the length of service with the Board within a position recognized by the bargaining unit. Only actual time worked shall be credited to employees within a position for seniority purposes. Employees shall not accrue credit for seniority while on leaves of absence other than FMLA leave or while laid off, but shall not lose accrued seniority while on either. Nor shall employees lose accrued seniority for a voluntary break in service of less than six (6) months.

b. Each employee shall receive a seniority date upon employment which shall be the first day of actual work. If two or more employees have the same seniority date, the date of the employees' applications shall control who has greater seniority. If two or more employees still have the same seniority date and application date, the Superintendent shall break the tie based on work performance.

c. An employee who is assigned to a position in a classification as listed in Section 3.2.2. different from a previous position shall retain their seniority in each position in which they have worked.

d. There will be one seniority list combining all positions for each job classification described in Section 3.2.2. The seniority list shall be used to determine the order of layoffs. The seniority list shall show the length of continuing service of each employee in each position held while employed in the District. The employee with the shortest length of continuing service within the respective Category of Position shall suffer the layoffs in that order.

e. Employees must hold a bargaining unit position to be able to bump other employees who hold a bargaining unit position. Employees in exempt positions cannot bump into a bargaining unit position. Employees in a bargaining unit position cannot bump into an exempt position.

f. In the event any employee position is eliminated, the person in that position can bump into any position for which they are qualified in the same classification, held by an employee with less seniority.

g. All employees will have an equal opportunity to interview for any open positions for which the employee is qualified. If requested by the employee, the appropriate administrator will meet and discuss the reasons the employee was not chosen for the open position.

3.1.3. Seniority shall be lost upon any of the following:

a. Resignation (unless the employee is rehired within six (6) months)

b. Discharge for cause

c. Retirement

d. Failure of the employee to return to work at the expiration date of an approved leave of absence.

e. Failure to respond to a notice of recall after a layoff within five (5) days of receiving a notice delivered to the employee by certified or registered mail at the last address filed by the employee with the Board office.

3.1.4. A seniority list compiled by category and date of hire shall be prepared annually by the Board and delivered to the Union President no later than February 1 of each school year. Any employee who disagrees with placement on the seniority list shall notify the Board, in writing, within thirty (30) days of the delivery date. The seniority list shall also be posted in each building.

3.2. Reduction In Force and Recall

If a Reduction-in-force (hereafter referred to as "RIF") is being considered by the Board, the Union shall be notified in advance. Upon request of the Union, the Board shall meet and discuss the conditions giving rise to the consideration of a RIF and alternative solutions to the problem(s). If a RIF is unavoidable, the Board and Union will determine how to implement the language of this Agreement.

3.2.1. In the event the Board determines that it is in the best interest of the District to decrease the number of employees or to discontinue some type of service, employees will be retained based upon seniority within the appropriate classification.

Where seniority is equal among employees, the Superintendent shall pick an employee based on job performance and job skills.

3.2.2. The previously discussed criteria shall be applied to employees in the classifications to determine which employee within the classification will be laid off, if necessary:

Clerks: This includes the Machines/Stock Clerk and other Clerk Positions

Instructional Aides: This includes the Assistant to the Band Director

Instructional Information Technology Staff: This includes the Support Tech, Technical Aide Support, Jr. Database/Helpdesk, Computer Support Tech.

Lunchroom Monitors/Food Service Personnel

Nurses

Administrative Assistants and Business Office Assistants: This includes Procurement Agent, Business Office Liaison, Registrar and the Assistant to the Director/Accounting and Payroll, Head Bookkeeping/Chief Cashier, Accounts Payable and Receivable Agent, Assistant to the Director/Accounting and Payroll.

Security Officer

Translator/Office Aide

3.2.3. Recall of employees laid off shall be in accordance with Section 10-23.5 of the Illinois School Code. An employee shall be notified by U.S. mail and via personal email and phone number, if provided, to the employee's last home address maintained within the records of the District of a vacancy for which the employee is eligible to fill. The Union President shall be notified of the vacancy offer by e-mail transmission on the same date. If the employee does not respond within five (5) business days of the date of mailing that the employee will accept the vacant position that employee will be deemed to have waived his or her right to accept the position and next eligible employee for a recalled position will be offered the position.

Employees who accept a temporary position shall retain their recall rights. Any employee recalled from a lay off shall not be deemed to have suffered a break in employment but shall not accrue any benefits, including seniority, for the lay off period.

3.3. No Discrimination

Employees shall have the right to join or not to join the Union. Neither the Board nor the Union shall discriminate against any employee on the basis of sex, race, color, creed, national origin, marital status, parental status, age, religion, physical or mental disability, actual or perceived sexual preference, political affiliation, Union activity, or any other protected category in any manner that would violate the law.

Any violation of this Section 3.3 shall be subject to the grievance process only through Step 3 and shall not be subject to Step 4.

3.4. Vacancies and Transfers

3.4.1.a. All vacancies which are to be filled on a permanent basis, newly created positions or other positions covered by this Agreement, except for the part-time Para-Professional positions and any vacant position which is filled by an involuntary transfer as discussed in Section 3.4.2. shall be emailed to all current bargaining unit members when it is posted online for five (5) working days during which time the Board shall not fill the position except on a temporary basis. Notice for twelve (12) month administrative assistants which become vacant during the summer vacation period shall be posted online for ten (10) working days and twelve (12) month administrative assistant positions which become vacant during Winter or Spring break shall be posted online for five (5) working days after the conclusion of each break.

The Board shall give all applications submitted by current employees within the five (5) day posting period first consideration, provided the employee meets the qualifications for

the position. However, an employee shall not receive consideration until they have completed their probation period or unless no other qualified employee applies for the vacancy.

3.4.1.b. When an employee, at their own request, accepts a transfer to a position in a lower salary range, they shall be paid at that lower rate of pay which they would have arrived at had they been serving in the lower instead of in the higher position.

3.4.2. Involuntary Transfer

No employee shall be involuntarily transferred to a position with a lower rate of pay on a permanent or indefinite basis, except as part of a reduction in force.

3.4.2.a. The Board shall have the authority to assign and transfer employees in accordance with District needs and policy provided such assignments and transfers do not violate the terms of this Agreement.

3.4.2.b. Involuntary transfers shall be governed by the following:

i. Where the needs of the District require an involuntary transfer, when possible: (1) volunteers who are qualified will be sought before involuntary transfers are made by the District, (2) in choosing among employees in a job classification who meet the specific requirements of the position to which there will be an involuntary transfer, (3) the District shall select the least senior qualified employee.

ii. If all employees in a job classification will be transferred and there is a choice of locations, preferences shall be granted on the basis of qualifications and seniority so long as the District needs are met by the selection.

iii. A minimum of two (2) weeks' notice shall be given to the employee selected for transfer unless a shorter period of time is agreed to by the employee after consultation with the Union or the position to which the employee is being transferred requires immediate occupancy.

iv. An employee who has been involuntarily transferred shall have the right to return to the work location and/or classification from which they were transferred if the Employer is seeking to permanently fill a vacancy in the same classification the employee occupied, within two (2) years of the involuntary transfer. When such a vacancy occurs, the employee must notify the employer within five (5) working days of the posting of the vacancy. This Section shall not apply if a work unit is moved from one location to another or in emergency situations provided that a representative of the Employer shall notify the Union of the anticipated move as soon as possible.

v. Nothing in this Article shall prevent the Employer from reassigning an employee from one classification to another classification, on either a temporary or a permanent basis, provided that the Employer shall provide the employee with two (2) weeks’ written notice of a permanent reassignment (except in cases of emergency) and, upon the employee's request, meet to discuss the reassignment.

3.5. Summer, Evening and Weekend School Employment

3.5.1. All summer, evening and weekend employment opportunities shall be posted in each school building for five (5) days prior to filling the position(s) unless circumstances make it impractical to do so. Employees shall be given the opportunity to submit their names to be considered for summer, evening and weekend employment opportunities. In the event that the number of employees applying for a position exceeds the number of openings, the employer will attempt to offer job opportunities based on qualifications, experience and performance. Seniority shall be the determining factor if all requirements are equal. Notwithstanding any of the following, if the number of security guards applying for summer work exceeds the number of openings, said openings will be filled on a rotating basis for all interested staff at each building. The final decision for determining such rests with the Board.

3.5.2. Proviso Support Staff employees covered by this Agreement shall be given preference over non-employees in hiring for summer, evening and weekend employment.

3.5.3. Full-time security employees shall be hired from the current part-time security staff that apply for open positions so long as the individual has met performance expectations, is qualified for the position, qualifications of the candidates are otherwise equal, and Board Policies and District needs are met. Seniority shall be the determining factor if all requirements are equal. If additional security employees are needed during the summer, the above requirements shall control such positions except that individuals working in the assigned building shall be given preference.

3.6. Bargaining Unit Work

3.6.1. The bargaining unit shall consist of all employees as defined in Article 1.1. in any of the schools or facilities of the Board, performing any regularly assigned or related functions except as may be specifically excluded under the terms of the Agreement.

3.6.2. Supervisors shall not perform bargaining unit work on a regular basis. The purpose of this paragraph is to prevent the elimination of bargaining unit positions.

3.6.3. The Board shall not negotiate individually with any employee covered by this Agreement as to wages, hours, terms and conditions of employment.

3.6.4. Bargaining unit members shall not be assigned to perform work on a regular basis which is not covered by this Agreement.

3.6.5. The Board of Education shall not contract out any bargaining unit work during the lifetime of this contract, unless they have negotiated with the Union over the issue as required by the laws of the State of Illinois. This restriction shall not apply if a vacancy has been posted for a high needs position, such as Accounts Payable or Registrar, for at least thirty (30) days and the Board has not identified at least one qualified candidate, in which case the Board may contract out the work on a temporary basis. A temporary basis shall be no longer than three (3) months, unless otherwise agreed between the parties. During the time the work is contracted out, the vacancy shall remain posted until a qualified candidate is identified and hired.

3.6.6. Secretaries shall not be required to substitute for absent nurses in non-clerical functions.

3.6.7. Temporary employees, should they need to be hired, must possess qualifications necessary to perform the duties of the employee they are replacing. If a substitute is hired for an absent nurse, reasonable efforts shall be made for that substitute employee to be a licensed nurse.

3.7. Hours of Work

3.7.1. All positions covered by this Agreement shall have normal workdays, hours and year designated at the start of each school year. All positions which have similar duties do not have to be designated the same workdays, hours or year. Any deviation from the standard work hours for a department must be negotiated with the Union before a change is made.

The designated workdays, hours or year may be changed temporarily or permanently during the work year in response to unforeseen or unplanned conditions.

Work hours shall be reserved for accomplishing job duties and shall not be used for personal purposes. Phone calls, emails, and tasks unrelated to work duties must be accomplished during break times and not during working hours. Employees may not use headphones, earbuds, or other audio-devices, unless otherwise agreed to, except for work-related duties or pursuant to an accommodations plan.

Upon advance approval of the Superintendent, twelve (12) month employees will work four (4) day work weeks during the summer period (i.e., first week following last day of school through end of July, unless extended by the Superintendent), Monday through Thursday, without loss of pay and without reduction in regular hours. Summer hours will begin the first day after the last student attendance day and will remain in place through July 31 of every year. If hours must be temporarily adjusted due to the needs of the District, employees will be notified of the temporary change in the summer work hours two (2) weeks in advance.

3.7.2. The normal work week shall not exceed forty (40) hours. The normal workday shall consist of a maximum of eight (8) hours, excluding an unpaid half-hour lunch for those employees eligible for one.

3.7.3. Employees who work six (6) hours or more a day shall receive an unpaid half-hour lunch period.

Notwithstanding anything herein to the contrary, food service personnel shall be hired to work either an eight (8) hour, six and a half (6.5) hour, six (6) hour, or four (4) hour daily shift. Food service personnel who work an eight (8) hour or six and a half (6.5) hour daily shift shall only receive a 30-minute unpaid lunch break. Food service personnel who work a six (6) hour or four (4) hour daily shift shall only receive a 15-minute paid break. No food service personnel shall receive both a 30-minute unpaid lunch break and a 15-minute paid break.

3.7.4. All employees, except for security officers and food service personnel, shall have the option of combining some or all of their breaks with their lunch period to provide for a forty-five minute (45) or one (1) hour lunch, subject to the approval of the employee's supervisor.

3.7.5 The normal work year shall be twelve (12) months unless otherwise specified in this Agreement. Those employees who work less than twelve months a year shall receive benefits as described elsewhere in this Agreement. Ten (10) month employees will be scheduled to work one hundred eight five (185) days per school year. Ten (10) month secretaries will be scheduled to work one hundred ninety six (196) days per school year. In the event that ten (10) month employees work beyond the scheduled one hundred eighty five (185) days or the scheduled one hundred ninety six (196) days, they will be compensated at their regular hourly rate.

3.7.6 All employees shall be paid based upon their start time and finish time. All employees must record their start time via the approved District method by his/her start time and proceed immediately to their workstation. Employees must record their end time within a reasonable time after the

completion of his/her shift, or at the time which the employee has completed his/her duties if overtime was assigned. Any overtime must be assigned by the appropriate supervisor and documented to the employee prior to being performed in order to be compensable. The District may utilize other methods to accomplish staff clock-in and clock-out, such as Frontline, key swabs, or other electronic check-in systems, as deemed necessary.

3.7.7 The previously mentioned definitions for the normal work week, normal workday, and normal work hours do not preclude the Board from assigning overtime work as provided in Article III, Section 11 of this Agreement.

3.7.8 Employees may request to adjust their work hours temporarily. The decision will be at the discretion of Human Resources.

3.8. Training

3.8.1. If a position requires a new skill or technological knowledge that employees do not possess, employees may be offered opportunities to gain the necessary skills or knowledge through on-the-job training or through some form of instruction at the Board's expense. Employees who decline the training will forfeit that position, may be offered any available position for which they are qualified and will be compensated at the regular rates for that position. Administrators and/or supervisors will allow employees release time to attend any trainings offered by the District, as determined to be appropriate by the District.

In the event that an employee is directed to perform duties outside the scope of her/his job description the Board/Administration will provide the same training provided to new employees in that position in order to assist the employee in completing the functions. The employee shall not be evaluated on the effectiveness of completing said functions prior to the above referenced training taking place.

3.8.2. Training for Bargaining Unit Employees

Employees shall attend training programs provided by the Board. The training programs employees attend will be based on their previous District training and the content of the training session. There may be advanced training programs that may not be made available to employees who have not attended the initial training session. The Union and the administration shall meet as necessary, and at least one (1) time per year, for the purpose of discussing the training needs for employees in the bargaining unit. The final decision regarding the type and scheduling of training programs shall remain within the sole discretion of the Board of Education in conformity with this Agreement.

Training programs will be provided at District schools or other sites located within the District. Training programs may be provided during the school year and up to two (2) weeks before the first student attendance day of the school year. Training programs may occur during regular school hours on student non-attendance days, after school on student attendance days, on Saturdays and during school breaks. Training programs will not occur after school on a student attendance day and on a Saturday in the same week. Any mandatory training shall be relevant to the Proviso Support Staff unit.

Employees shall be paid their regular hourly rate for the time in which they are in attendance at a training session when the training occurs on non-work hours or during the summer. Time spent attending a training session will be counted when determining if an employee has worked in excess of forty (40) hours in a week. All hours over forty (40) worked in a week will be paid at time and a half.

3.9. Discipline

3.9.1. The Board/Administration shall begin a disciplinary investigation within twenty (20) workdays of becoming aware of the incident which could lead to disciplinary action. If the Board/Administration has been aware of an incident(s) which could have led to disciplinary action and fails to begin an investigation for a period of time that exceeds twenty (20) workdays, no disciplinary action shall be processed against that employee for the incident.

3.9.2. Any discipline given to employees shall be given in writing within five (5) workdays after the administration has concluded its investigation of the incident. If more than five (5) workdays pass after the conclusion of the investigation and discipline or recommended discipline has not yet been communicated with the employee, the administration shall notify the employee of the status of the process. Discipline which stems from a series of incidents shall be given within five (5) workdays after the administration has concluded its investigation of the last incident. This timeline may be extended upon mutual agreement with the Union. This provision shall not prevent the District from basing a more severe form of discipline on the combination of previous incidents for which the employee received lesser forms of discipline.

3.9.3. Employees may appeal the decision of the Superintendent or his or her designee to the Board of Education. Any such appeal must be submitted to the Board prior to the next regularly scheduled Board meeting following the decision unless the decision occurs less than seven (7) days prior to the next Board meeting. Employees may be represented by a Union official at the appeal.

3.9.4. Employees who are not in probationary status shall be subject to suspension or discharge for just cause for the term of their employment. Such employees shall be given a statement of the charges against them in writing. Such employees may, along with a Union representative, discuss the charges with the Superintendent or designee prior to when a suspension, either with or without pay, or discharge may take effect. A request to discuss the charges with the Superintendent must be submitted prior to 12:00 P.M. of the working day prior to the effective date of a suspension or discharge. However, it is recognized that some employee behavior may be particularly disruptive to the educational or work environment. The Board reserves the right to immediately suspend such employees through its designee without pay pending the implementation of a hearing if requested sometime after the start of the suspension.

3.9.5. Probationary employees may be discharged without cause during the probationary period.

3.10. Progressive Discipline Plan

The Board and Union agree to the concept of progressive discipline. The aforementioned notwithstanding, the parties agree that the commission of a serious offense may warrant skipping disciplinary steps and may include an immediate suspension or termination for just cause. In addition, the commission of multiple offenses may also warrant immediate suspension or termination.

3.10.1. Upon commission of an offense, the employee shall receive a verbal warning. The issuance of a verbal warning shall be notated in the employee's personnel file.

3.10.2. Upon commission of the same offense or multiple non-serious offenses (3) and after verbal warning, officials shall meet with the employee and document the offense(s) and meeting with a letter, if appropriate, in the employee's personnel file.

3.10.3. Upon commission of another non-serious offense or repetition of the same offense, officials shall meet with the employee, assess a one-day unpaid suspension, if appropriate, against the employee and document the offense, meeting and discipline in the employee's personnel file.

3.10.4. Upon commission of another non-serious offense or repetition of the same offense, officials shall meet with the employee and assess up to a three (3) day unpaid suspension, if appropriate, against the employee and document the offense, meeting and discipline in the employee's personnel file.

3.10.5. Subsequent repetition of the same offense, the commission of another non-serious offense or the commission of a serious offense may result in termination or a lengthier suspension. The repetition of the same offense after a lengthy suspension may be cause for termination.

3.11. Personnel File

3.11.1. Only one (1) official personnel file shall be maintained by the Board.

All employees shall have access to their personnel files twice a year upon written request except for confidential material excluded by state or federal law.

Employees may examine their personnel file after any material relative to their conduct, service or personality is placed in it regardless of whether they have already reviewed it twice within that year. Personnel files may be examined at mutually agreeable times.

3.11.2. Employees shall receive a copy of any material relative to their conduct, service, character or interpersonal skills which is placed in the personnel file. Employees shall have the right to submit a written statement explaining their position with respect to any document in their file to which they have access and, if submitted, their statement shall be attached to the disputed portion of the personnel record as provided by law.

3.11.3. Employees have the right to a copy of materials inserted into their file except for confidential materials excluded by state or federal law.

3.11.4. Upon request by the employee, letters of discipline or reprimand may be removed by the Superintendent after two (2) years if the specific offense has not been repeated or if three (3) other non-serious offenses have not been committed.

3.12. Overtime

3.12.1. Employees shall be paid overtime for all hours over forty (40) employees work in their position or related positions during their work week. Hours actually worked, paid holidays, paid leave days, except sick leave shall be counted as part of the forty (40) hours. All overtime hours must have the prior approval of the employee's supervisor.

3.12.2. Overtime shall be paid at one-and-one half (1-1/2) times the employee's regular hourly rate of pay or compensatory time may be offered based on one-and-one half (1-1/2) hours for each hour over forty (40) employees work in their position or a related position credited to the employees during the normal work week.

3.12.3. Employees who work overtime shall receive breaks and a lunch period as provided by law.

3.12.4. Compensatory leave time in lieu of overtime pay may be offered at the Board's discretion and may be accepted at the discretion of the employee. Compensatory leave time will accrue at one-and-one-half (1-½) hours of compensatory leave time for each hour of overtime worked. Employees may accumulate no more than forty (40) hours of compensatory time. Employees wishing to utilize

compensatory time must submit a form at least three (3) days in advance of the beginning of the compensatory leave time except in cases of emergency. Said leave may not be used to extend any vacation leave requested or granted or be used immediately before or after holidays. The request to use compensatory leave time may be denied for reasonable operating reasons, including but not limited to work shortages, overtime or other pending work requiring attention. Compensatory leave time must be utilized in the fiscal year in which it is earned, and if it is unused at the end of the fiscal year, it will be paid out at the regular rate of pay for the employee.

3.12.5. All regular overtime shall be paid during the regular pay period.

3.12.6. The Board and the Union recognize that the needs of the District will, from time to time, require overtime work by Support Staff employees. The Board recognizes that notice to an employee involved in prospective overtime employment must be made as early and as reasonably as possible so as not to unfairly interfere with the private lives of the employees.

Therefore, the Board agrees that overtime shall become mandatory only after reasonable efforts have been made to obtain volunteers from qualified employees within the department and the employee classification. As nearly as possible, overtime shall be distributed on the basis of seniority rotation, where practical, and with a special view to factors of experience and special capabilities, where applicable.

Overtime shall be considered a condition of employment, and, therefore, continued willful refusal to accept mandatory overtime assignments may result in disciplinary action. The Board recognizes that overtime availability should be, as nearly as possible, equalized throughout the members of departments and job classifications. The Board agrees to attempt, as nearly as possible, to equalize overtime employment for all employees within the same work classifications in the same department.

Therefore, the Board agrees that available overtime employment shall be continually distributed and rotated, as equally as possible, among the bargaining unit employees within the same job classification in the same department. An employee's refusal of an overtime employment assignment shall be charged to the employee in determining overtime rotation and equalization.

When the needs of a department require the assignment of mandatory overtime and after all full-time department personnel have been offered the opportunity to work the overtime, then, in that event, mandatory overtime shall be required of employees on the basis of seniority, with the least senior employees being mandated to so work. The current overtime schedule and rotation, indicating overtime worked and overtime refused, shall be posted within the department.

3.13. Payment Schedule

3.13.1. All ten (10) month employees shall have the option to receive their annual salary in twenty-two (22) or twenty-six (26) equal payments. Salaries for twelve (12) month employees shall be paid at the annual rate in twenty-six (26) equal pay periods as established by the Board or in twenty-seven (27) equal pay periods, as necessary, when a subsequent fiscal year creates twenty-seven (27) pay periods. In the latter case, the administration shall meet and discuss, with the Union, the twenty-seven (27) pay periods prior to the adoption and implementation of the schedule. In the event that the District modifies the pay period structure to permit twenty-four (24) pay periods instead of twenty-six (26) pay periods, the twenty-six (26) pay period option shall no longer be available.

3.13.2. All employees who work a special event shall be paid for it on the pay day for the pay period in which the event occurred.

3.13.3. Stipends for extra-duty assignments or activities shall be paid to employees in a separate check and/or direct deposit.

3.14. Probation

3.14.1. New employees shall serve a probationary period for one hundred eighty (180) calendar days after they are hired.

However, each employee must report for work on at least ninety (90) days during this probationary period. In the event the employee does not work at least ninety (90) days during the probationary period, that period shall be automatically extended until the employee has worked ninety (90) days.

The Board shall have the authority to discharge or discipline probationary employees without cause during that time period. Probationary employees shall receive paid holidays as provided by this Agreement and may use accumulated sick days during their probationary period, and probationary employees may not use any vacation days available to them under this Agreement during their probationary period.

Employees whose employment is terminated while they are in probationary status shall have no right to grieve their dismissal under the grievance procedure provided in this Agreement.

3.15. Evaluations

3.15.1. Each employee shall be evaluated annually by a non-bargaining unit immediate supervisor and/or administrator in accordance with the provisions of the District's evaluation form. All employees will receive a copy of the evaluation form upon hire. The current evaluation form will be posted in a shared drive. The supervisor and/or administration will review the evaluation with the employee. Any modifications to the evaluation form shall be implemented only after seeking input from the Union. Failure of the District to meet the timelines of this provision shall not prevent the District from disciplining or dismissing an employee for just cause.

3.16. Security and Food Service Personnel

3.16.1. Security: During the term of this contract, the Board shall provide uniforms to Security personnel as needed. These uniforms shall consist of the following:

1	Safety Reflective Windbreaker with removable lining
4	Short-Sleeve Shirts with Patch
4	Pairs of Pants
4	Long Sleeve Shirts with Patch
1	Winter Coat

The uniforms shall remain the property of the Security personnel as long as they remain employed by the District in the security function. Upon the resignation of security personnel from the District or upon the transfer of security personnel to a non-security position, the uniforms become the property of the District and shall be returned to the District.

Damaged or unusable uniforms shall be replaced on an as-needed basis provided by the Board so that the employee always maintains the proper number of uniforms as set forth above.

Security personnel shall return to the District old uniforms upon receipt of the new replacements.

Throughout the term of this contract, the Union may make recommendations for changes to the Security uniform. Final decisions on implementing such recommendations remain with the Board of Education.

Security Training: All newly hired security will receive the training necessary to obtain the Permanent Employee Registration Card (PERC) for unarmed Security Officers. Such training will be given within the first three (3) months of hire. Anyone hired prior to 2024-2025 school year who has not received this training will be required to complete this training. The District will pay for any fees associated with this training. Any training occurring outside the normal work hours will be compensated at the employee's regular hourly rate of pay.

The District will also provide yearly training related to the position such as, but not limited to, de-escalation skills, CPI, AED training, etc. throughout the year.

Security personnel directed by the Security Manager/Lead or Building Principal to complete Security Manager/Lead duties when the Security Manager/Lead is absent will be compensated at an additional Three ($3) Dollars per hour. Hours worked shall be submitted on a timesheet signed by the security personnel and the Security Manager/Lead or Building Principal.

3.16.2. Food Service Personnel: During the term of this contract, the Board shall provide uniforms to food service personnel as needed. These uniforms shall consist of the following:

1	Hat or visor
2	Aprons
2	Pairs of non-skid, food service quality shoes or $150 stipend
5	Short-sleeved shirts with embroidering

The District will also supply a sufficient amount of the following at each building:

1. Hair and beard nets
2. Safety glasses
3. Protective gear to enter freezers including, but not limited to, a hooded coat
4. Oven mitts and protective gloves

The uniforms shall remain the property of the Food Service personnel as long as they remain employed by the District in the food service function. Upon the resignation of food service personnel from the District or upon the transfer of food service personnel to a non-food service position, the uniforms become the property of the District and shall be returned to the District.

Damaged or unusable uniforms shall be replaced on an as-needed basis provided by the Board so that the employee always maintains the proper number of uniforms as set forth above.

Food service personnel shall return to the District old uniforms upon receipt of the new replacements.

Throughout the term of this contract, the Union may make recommendations for changes to the Food Service uniform. Final decisions on implementing such recommendations remain with the Board of Education.

Food Service Personnel Training: The District will pay for any costs associated with obtaining or renewing any and all necessary food service certification(s) outside the normal workday, as directed by the Administration, including, but not limited to, Food Handlers Certification. The District will pay food service personnel their regular hourly rate for up to three (3) hours per certification obtained/renewed.

Food service personnel will receive training before using or handling any new equipment or chemicals. Food service personnel shall be given access to a District computer before or after the employee's work hours to study or complete online certifications.

Food service personnel shall be paid their regular hourly rate for any District training they are required to attend outside their normal work hours.

Internal Substitution: Food service personnel directed to be a substitute will be assigned to do so on an equitable and rotating basis. Food service personnel will be listed on a written document shared with the Union (i.e., the substitution "list") from least senior to those with the most District seniority based on their most recent hire date. When a substitute is required, the District will assign the employee atop the list to fill the absence. After a substitution assignment is completed, the employee who filled the absence will rotate to the bottom of the list. The District will make every effort to give staff a twenty-four (24) hour notice if they will be required to be a substitute in another building. If a substitution assignment becomes necessary after the food service personnel's normal start time, they will be reimbursed for any travel expenses incurred (e.g., mileage reimbursement, ride share cost, etc.) in getting to such substitution assignment upon appropriate substantiation being provided to the District.

Kitchen Supervisor Coverage: Food service personnel directed to complete Kitchen Supervisor and/or Kitchen Lead duties when the Kitchen Supervisor is absent will be compensated at an additional two dollars ($2) per hour. Such hours worked shall be submitted on a timesheet signed by the food service personnel and the Manager – Student Nutrition or Assistant Manager of Food Services.

Use of Personal Vehicle: When an employee uses their automobile for food service activities or District-directed purposes (e.g., picking up and/or delivering materials and/or supplies to buildings, completing a substitution assignment in another building, etc.) such employee shall be reimbursed at the then-current I.R.S. mileage reimbursement rate for their car usage. Reimbursement includes travel in excess of the mileage and/or distance normally traveled to and from the employee's residence to their regular workplace location on a normal workday.

3.17. Mandatory Evening Programs

When practicable, Support Staff positions in the evening school program will be filled in accordance with the following criteria:

- Volunteers from the current staff.
- New hires.
- Assignment from the current staff.
- In the event of a vacancy in the regular school day program, employees who have been involuntarily transferred to the evening school program will be given preference for the position.
- In the event that more than one applicant possesses all the required skills and qualifications, the position will be awarded to the qualified applicant possessing the greatest seniority.

- Bargaining Unit employees may be assigned no more than thirty (30) workdays, involuntarily, in the evening program in order to meet the needs of the District.

3.18. Job Descriptions

Upon being hired, promoted or transferred, each employee shall be given a copy of his/her job description. Work assignments shall be in accordance with that job description. If a portion of the job description requires “related duties as required....”, the term “related duties” shall be interpreted to mean duties and responsibilities which could normally or reasonably be expected to be required consistent with the overall job description for the employee's job assignment. Prior to the start of the school year, the Union shall, upon request, meet with the District to review the job description(s) within the bargaining unit.

3.19. Employee Rights

3.19.1. Positions Eliminated

3.19.1.a. When one or more position(s) is eliminated, the employee with the least seniority in the classification shall be subject to layoff or transfer regardless of work location. The employee(s) subject to layoff has/have the right to placement (“bump”) into the position of the least senior person in a job classification in which the eliminated employee has previously accrued seniority, provided that the employee meets the required qualifications of the job description OR a job classification in which the employee has been formally assigned.

3.19.1.b. An Employee who has been “bumped” has the right to be placed (bump into) in a position occupied by a person with less seniority in a classification or in any classification for which they meet the required qualifications of the job description and has greater seniority than the employee being bumped.

3.19.1.c. An employee who is involuntarily transferred to a position with less pay due to the elimination of his/her position shall be afforded an opportunity to apply for and be placed into the first position posted which is higher paying subsequent to the employee's transfer so long as the individual is qualified, meets the requirements and expectations of the job description and has satisfactory performance evaluations without recent discipline. An employee who forgoes the opportunity to apply for a higher paying position which is posted shall no longer have a right to placement in such a subsequent position

3.19.1.d. An employee who is laid off shall be entitled to payment for accrued, unused vacation time.

3.19.2. Employee Rights: Transferred Positions

An employee who is involuntarily transferred to a position with less pay shall be afforded an opportunity to apply for and be placed into the first position posted which is higher paying within two (2) years of the employee's transfer so long as the individual is qualified, meets the requirements and expectations of the job description and has satisfactory performance evaluations without recent discipline. An employee who forgoes the opportunity to apply for a higher paying position which is posted shall no longer have a right to placement in such a subsequent position.

3.20. Extra Duty Assignments

Bargaining unit members shall have the right to apply for all stipend positions.

ARTICLE IV: LEAVES

4.0. County Paid Leave Ordinance Waiver

The parties to this Agreement have negotiated various leave benefits, including, but not limited to, sick leave, personal leave, bereavement leave and vacation leave. The parties do not wish to adopt or incorporate any other forms of leave. The parties fully waive all requirements of the Cook County PAID Leave Ordinance, which they have reviewed with the assistance of counsel.

4.1. Sick Leave

4.1.1. Each employee eligible to participate in the Illinois Municipal Retirement Fund shall be entitled to use sick leave without loss of pay. Twelve (12) month bargaining unit employees shall receive twelve (12) sick leave days each year. All other employees shall receive ten (10) sick leave days a year except those employees who work less than ten (10) months per year shall receive a prorated number of sick days. Sick leave not used in the year of service for which it was granted shall accumulate without limitation. Employees who begin employment after the beginning of the school year shall be credited with prorated sick leave based upon one (1) sick day leave for each month or fraction of a month between the date of employment and the end of their employment year. Employees shall be notified on each pay period of their current number of sick, vacation and personal days available.

4.1.2. Sick leave shall mean absence from work caused by the employee's illness or death of a member of the immediate family (as defined below). The definition of sick leave shall mean personal illness or serious illness in the immediate family (as defined below) or a death in the employee's household or death in the immediate family (as defined below).

Immediate family or household includes spouse, children, adopted/foster children, parents, siblings, mothers and fathers-in-law, brothers and sisters-in-law, grandparents, grandchildren and legal guardians.

4.1.3. The Board may require a physician's statement, or if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, before compensation of sick days will be made for absences of four (4) consecutive days or more.

4.1.4. Any twelve (12) month bargaining unit employee using sixty-four (64) or fewer hours of sick leave from July 1 to June 30 or any ten (10) month employee using forty-eight (48) or fewer hours of sick leave during the same period shall be given One Thousand Four Hundred ($1,400) Dollars as incentive pay on the first available paycheck, upon conclusion of the calculation. Cafeteria monitors and food service personnel absent for less than twenty-four (24) hours of sick leave from July 1 to June 30 shall have their incentive limited to Seven Hundred ($700) Dollars.

4.1.5. In order to be eligible for the benefits of 4.1.4, a ten (10) month employee must have, during the designated time frame for the benefit, at least twenty-four (24) hours of sick leave available for the current school term for his/her use. In order to be eligible for the benefits of 4.1.4, a twelve (12) month employee must have, during the designated time frame for the benefit, at least thirty-two (32) hours of sick leave days available for the current term for his/her use. If the employee does not have the required hours of sick leave available for the current school term during the designated time frame

they will not be eligible to receive the incentive pay identified in 4.1.4 of the CBA. In order to be eligible for the benefit, each employee must submit all absence requests to the employee's direct supervisor by January 1 and July 1 (June 15 for ten (10) month employees) respectively. The parties agree that the incentive payment described in Section 4.1.4 who have submitted timely absence requests shall be paid the benefit no later than the third payroll following the January 1 and July 1 (June 15 for ten (10) month employees) submission dates. In addition, the parties agree that for ten (10) month employees, the "school year" shall mean the first day of student attendance through the last day of student attendance.

4.2. Personal Business / Emergency

4.2.1. Employees shall receive two (2) personal business/emergency days a year. Application shall be made as soon as possible in the event an emergency occurs that does not afford a one (1) day notice. In the absence of compelling emergency, such personal leave days cannot be taken before or after holidays or vacations.

4.2.2. Unused personal business days shall be accumulated as sick days.

4.3. Jury Duty

Full-time employees who miss workdays because they are required to serve on jury duty during the school year shall receive a full salary during the period of such service. Any compensation which employees receive for jury duty shall be retained by the employees.

4.4. Family and Medical Leave

4.4.1. The District will provide leave in compliance with the Family and Medical Leave Act. Nothing in this Article expands the District's duties or diminishes the employees' rights under the Family Medical Leave Act. Eligible employees shall be entitled to unpaid leave of up to twelve (12) work weeks on the basis of a period extending from July 1 through June 30.

4.4.2. All employees who have been employed for at least twelve (12) months with the District and for at least one thousand (1,000) hours during the year preceding the start of the leave shall be eligible for family and medical leave.

4.4.3. All other accrued paid or unpaid leave used for a purpose which qualifies under the Act shall be substituted for all or the corresponding portion, of an employee's leave entitlement under the Act at the time the employee applies for leave under these provisions.

4.4.4. An employee who receives District paid health care benefits shall continue to receive those benefits under the same terms and conditions as other employees while on a FMLA leave. All changes made to employee health plans while an employee is on an FMLA leave shall apply to the health care benefits received by the employee on leave.

4.4.5. In addition to the terms provided in this section, requests for family and medical leave shall be acted upon in accordance with the District's Family/Medical Leave policy.

4.5. Leave of Absence

Support Staff employees who have at least three (3) years of employment with the District may be granted a leave of absence for a period of up to one (1) year. A request for leave of absence must be

submitted to the Superintendent thirty (30) days prior to the desired beginning date of the leave, except in case of an emergency. The Superintendent shall forward to the Board the application along with a recommendation.

A member of the Support Staff receiving such leave shall not be credited with employment experience for such period of leave. The Board in passing upon the application may consider the employee's performance, the reason(s) for which the employee is requesting the leave, the needs of the District, the likelihood of the employee's returning, and all other factors. The Union recognizes that the decision of the Board is totally under its control and no such leaves need be granted during the period of this contract.

Employees who have been granted a one (1) year leave may by March 1 prior to the next school term request an extension of the leave for an additional one (1) year period.

Any Support Staff employee on a leave of absence shall be required to notify the Superintendent by certified mail, return receipt requested, prior to March 1 of each school term for which the leave of absence is granted whether the employee will be available for assignment during the school term commencing the following August/September. The Board may refuse to re-employ the employee for the subsequent school year if notice of the employee's intention to return was not transmitted to the District within the period set forth in this contract. Should March 1 fall on a weekend or on a holiday, said notification shall be required by 4:00 p.m. the first business day after March 1.

During their leave of absence, Support Staff employees shall be eligible to continue their Proviso health insurance coverage provided they pay 100% of the insurance premium.

During their leave of absence, Support Staff employees shall suffer no loss of job seniority.

4.5.1. Bereavement Leave

4.5.1.a. During the term of this contract, Support Staff employees shall receive bereavement leave of up to four (4) days for the death of members of the employee’s immediate family as defined in Section 4.1.2 above. These days shall not be considered as part of sick leave and may not be accumulated or carried over. An employee may be asked to submit an obituary or other official notification of relationship to the Office of Human Resources.

4.5.1.b. An employee may request a maximum of two (2) additional paid days of absence in the event of death of a member of his/her immediate family as defined Section 4.12 above which requires travel of 500 or more miles away from home to attend the funeral for the member of the immediate family. All of these requests must be made to the Superintendent or designee.

4.6. Days Used in This Section.

The term “day” or “days” as used in this Section shall be for the regularly scheduled amount of hours that the employee works.

ARTICLE V: GRIEVANCE PROCEDURE

5.1. Definition

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

5.2. Procedure

The parties agree that it is desirable for an employee and the employee's immediate supervisor to resolve problems informally. Accordingly, an attempt to resolve problems informally shall be made by the employee by discussing the problem with the supervisor within ten (10) working days of the event which is the basis of the grievance. An informal attempt to resolve a grievance must be made before a formal grievance may be filed at Step One. If a grievance is not resolved informally, it must be processed in accordance with the following:

a. The term "working days" shall mean those days on which the central administrative office is open for regular business.

b. **Step One**

The grievant or Union shall file the grievance in writing with the grievant's immediately-involved supervisors within ten (10) working days of the date of the informal conference with the immediately-involved supervisors. The written grievance shall state the specific provisions of the Agreement which are alleged to have been violated, the alleged facts which form the grounds for the grievance and the desired remedy. The immediately-involved supervisors shall render a decision in writing within ten (10) working days of the receipt of the grievance.

c. **Step Two**

If the grievance is not satisfactorily resolved at Step One, the grievant or Union may appeal to the Superintendent, in writing, within ten (10) working days after the receipt of the immediately involved supervisor's reply at Step One. The written appeal shall include a copy of the immediately involved supervisor's decision. The Superintendent or designee shall hold a conference and render a written decision within ten (10) working days after the conference.

d. **Step Three**

If the grievance is not satisfactorily resolved at Step Two, the grievant or Union may appeal to the Board of Education. The grievance must be in writing, accompanied by a copy of the Superintendent's decision and be submitted to the Board within ten (10) working days after receipt of the Superintendent's decision at Step Two. The Board shall conduct a hearing on the grievance within a reasonable time after receipt of the grievance, but in no event later than the Board meeting following the next regularly scheduled Board meeting. The Board shall render its decision, in writing, within ten (10) working days after the hearing.

e. **Step Four**

If the grievance is not satisfactorily resolved at Step Three, the Union may submit the grievance to binding arbitration within thirty-five (35) working days after receipt of the Board's decision at Step Three, by requesting an arbitrator from the Federal Mediation and Conciliation Service and filing a copy of the request with the Superintendent within the thirty-five (35) working day period.

The selection of the arbitrator and the arbitration proceeding shall be conducted according to the voluntary labor arbitration procedures of the Federal Mediation and Conciliation Service. The fees of the arbitrator and the Federal Mediation and Conciliation Service shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them. Neither of the parties may present nor assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court reporter and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement and shall decide only the specific issues raised in the written grievance and the replies thereto. The arbitrator's decision shall be based solely upon the specific terms of this Agreement and the relevant facts presented. The arbitrator shall have no authority to decide or make recommendations on other matters.

5.3. General

a. Every employee covered by this Agreement shall have the right to present grievances in accordance with the grievance procedures with or without representation.

b. An employee who participates in the grievance procedure shall not be subjected to discipline or reprisals because of such participation.

c. Employees shall be entitled to Union representation at each step of the grievance procedure.

d. Unless requested by the employee, grievance records shall not be placed in an employee’s personnel file. All records relating to the subject matter of the grievance shall be placed in the employee's personnel file.

e. The Board and the Administration will attempt to arrange mutually convenient times and places for meetings and hearings conducted under the grievance procedure; provided, however, the Board and the Administration shall not be required to conduct any grievance meeting or hearing on working time or to pay any employee for time spent in processing any grievance on non-working time.

f. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limit shall bar submission or further processing of the grievance. Failure of the Board or the Administration to respond within the time limits specified shall permit the grievant or the Union to proceed to the next step. Time limits may be extended at any step by mutual agreement of the parties in writing. Unless otherwise provided, all time limits in this grievance procedure shall consist of working days on which the District administrative office is open for business.

g. Upon mutual written agreement of the grievant and the Superintendent, a grievance may be brought directly to the Superintendent.

h. Grievances may not be modified after submission at Step One without the written agreement of the parties or except as necessary for the Union to respond to facts or provisions of the Agreement raised by the Board or the Administration in a reply to the grievance. In the case of a grievance filed by the Union, the grievance shall also state the names of the employees for whom relief is sought.

ARTICLE VI: SALARY AND FRINGE BENEFITS

6.1. Salary Schedules

6.1.1. Salaries shall be increased for each returning employee as follows:

2024-2025: 5.25%
2025-2026: 4.25%
2026-2027: 4.25%

Employees earning below the minimum wage required by Illinois law shall receive that increase on the date(s) required by Illinois law. These employees will only be entitled to the increase in wage from the increase required by the minimum wage and will not otherwise be entitled to the increases set forth herein.

6.1.2. Salary Structure

The current salary structure and increases agreed to between the parties will remain in place for the duration of this Agreement.

6.1.3. No new or promoted employee shall be compensated at a rate that is equal to or greater than a current employee doing the same work. The annual increase for starting salaries shall be less than the increase for current members of the Bargaining Unit.

6.1.4. All salary increases shall be based on the employee's previous year's base salary at the end of the previous school year.

6.1.5. Any employee involuntarily transferred to a lower paying category for reasons other than performance or misconduct shall retain his or her salary for the remainder of the fiscal year. If the employee remains in the lower paying category for the following fiscal year, the employee's salary shall be set at a rate commensurate with that of an employee within that category with similar seniority.

6.1.6. Promoted employees shall receive either the starting salary for the new position or a five (5%) percent increase in their current salary, whichever is greater. The increased salary shall go into effect after approval of the promotion by the Board of Education and when the employee begins to work in the position ("Promotion Date"). If Promotion Date is less than one hundred eighty (180) calendar days prior to the beginning of the next fiscal year (July 1), the employee shall not be entitled to an additional increase as set forth in Section 6.1.1 at the beginning of that fiscal year and the increase provided by this paragraph shall be the employee's sole increase in salary.

6.1.7. Substitution Pay

When a substitute is needed to temporarily cover a position, the Principal/Director or designee will send an email to the employee outlining the position that needs coverage, the pay rate, and the approximate length of time the substitution is needed. The employee must respond to the request in writing. Any employee assigned to substitute for a clerical position while maintaining his/her own job responsibilities shall be compensated as indicated below:

a. If the substitute assignment is at a position with a higher class rate of pay, the employee shall receive the higher pay rate.

b. If the substitute assignment is at the same rate of pay, the employee shall receive a stipend of one hundred twenty-five dollars ($125) per month.

c. A month, for purposes of this provision, shall be defined as twenty (20) workdays. The daily rate for this substitution shall be Six and 25/100 ($6.25) Dollars per day.

d. Employees who substitute for a number of days not evenly divided by twenty (20) shall be reimbursed at the daily rate.

e. Compensation shall begin on the twenty-first (21st) consecutive working day of substitution retroactive to the first day of assuming the additional responsibilities.

f. Employees, with the proper substitute certification on file with the District, who are assigned by the Building Principal to substitute for a teacher on a per period basis shall receive the hourly differential between the employee's regular hourly pay rate and the hourly pay rate for substitution contained in the Proviso Teacher Union collective bargaining unit for each class period that is taught.

6.1.8. Grade Level Positions

Grade Level I: Ten-Month Secretarial/Clerical (Secretarial/Clerical Positions) One Hundred Ninety Six (196) workdays

Job Coach
Administrative Assistant I

Starting Salaries:

2024-2025 - $30,817
2025-2026 - $31,896
2026-2027 - $33,012

Grade Level II: Twelve-Month Secretarial/Clerical/Technical Position

Technical Support Aide (TEN-MONTH POSITION – Starting salary to be prorated based upon hours worked) 185 workdays
Assistant to the Band Director
Translator/Office Assistant
Administrative Assistant II

Starting Salaries:

2024-2025 - $43,427
2025-2026 - $44,946
2026-2027 - $46,520

Grade III: Twelve-Month Position

Administrative Assistant III

Starting Salaries:

2024-2025 - $46,946
2025-2026 - $48,589
2026-2027 - $50,289

Grade Level IV: Twelve-Month Position

Accounts Payable and Receivable Agent
Procurement Agent
Business Office Liaison
Registrar

Starting Salaries:

2024-2025 - $51,639
2025-2026 - $53,447
2026-2027 - $55,317

Grade Level V: Twelve -Month Position

Head Bookkeeping/Chief Cashier
Assistant to the Director/Accounting & Payroll
Assistant to the Director of IT
Nurse
*No current Nurse will be required to be 12-month employee any sooner than June 2, 2025, with notice to the District no later than May 1, 2025. If a current nurse agrees to work 12 months, their salary will be raised to reflect working 12 months.

Starting Salaries:

2024-2025 - $61,000
2025-2026 - $63,135
2026-2027 - $65,345
*Anyone serving in the Assistant to the Director of IT (formerly IT Generalist) position at the end of the 2023-2024 school year shall earn $62,424 for the 2024-2025 school year.

Other Ten-Month Positions 185 workdays

Paraprofessionals (Part-Time and Full-Time)
Security (Part-Time and Full-Time)

Starting Salaries:

2024-2025 - $21.00/hour
2025-2026 - $21.75/hour
2026-2027 - $22.50/hour

Cafeteria Monitors and Food Service Personnel

Starting Salaries:

2024-2025 - $17/hour
2025-2026 - $17.60/hour
2026-2027 - $18.21/hour

6.1.9. Additions, deletions, or modifications of the positions and salaries referenced in this Article of the Agreement shall be negotiated by the parties in accordance with the Illinois Educational Labor Relations Act.

6.2. Retirement

6.2.1. Eligibility

An employee with: (1) at least ten (10) years of service credit in the District in this bargaining unit; (2) is at least sixty (60) years of age; and (3) has applied and been approved for retirement pursuant to the rules and regulations of the Illinois Municipal Retirement Fund is eligible to apply for the benefits set forth in this Section.

6.2.2. Each qualified employee as set forth above, shall receive a ten percent (10%) Post-Retirement Cash payment which shall consist of ten percent (10%) of the base salary in the employee's last year of service. In order to receive this benefit, the employee must submit an irrevocable notice of intent to retire by March 15 of his/her intention to retire at the end of business on June 30 of the current school year if approved by the Board. This payment shall be considered a post-retirement severance payment and shall be issued at such a time for which the District will not be subject to a penalty under the rules and regulations of IMRF.

6.2.3. Each qualified employee as set forth above may receive single health insurance coverage benefits at the same rate of contribution as is paid by current employees as modified from year to year until the individual reaches age sixty-five (65) or becomes Medicare eligible, whichever is sooner. The retiring individual may, if they so choose during this period of time, select dependent coverage provided that the additional cost of the dependent coverage shall be at the sole cost of the employee and the District shall pay no more than the cost of single health insurance benefits after the contribution from the employee as described above.

6.2.4. Credit of One Year Services

For the purpose of computing retirement pay, employees shall be credited with one (1) year of service on the anniversary date of their date of hire for each year of employment with the District.

6.2.5. The retirement options in this Section shall cease to exist upon the expiration of the 2026-2027 school year.

6.3. Insurance

6.3.1. Payment of Premium

As used in this Section, the term "insurance" shall mean the District's Group Health Care, Dental Care, Term Life, Vision and Long-Term Disability (LTD) Plans. The Board will also maintain an Employee Assistance Plan.

6.3.1.a. The District shall pay for employee and dependent insurance coverage in accordance with the below provisions:

During the school years of this Agreement, the employee shall pay eight percent (8%) of the annual insurance premiums for the employee and dependents.

Payment of any premiums beyond the District's contribution shall be made by the employee. All employee co-payments for insurance benefits shall be made via payroll deduction.

The Board reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service, so long as the coverages to be provided are equivalent to those which were provided during the 2023-2024 school year except as provided in Section B below.

6.3.1.b. For the school years of this Agreement, the terms and coverages of the District's Health Care Plan shall remain unchanged from the 2023-2024 school term. For each school year thereafter, any modification, if at all, of the terms and coverages of the District's Health Care Plan shall be determined by recommendations of the District Insurance Committee that are presented to the Board and subject to approval by the Board of Education. The District Insurance Committee's recommendation must include an analysis of the financial impact to the District.

The District Insurance Committee shall be composed of nine (9) District employees whose meetings shall occur during the normal working hours. The President of the support staff bargaining unit shall appoint two (2) members of the support staff bargaining unit. The members of the District Insurance Committee shall be comprised of three (3) administrators, three (3) members from the teacher bargaining unit, two (2) members from the support staff bargaining unit, and one (1) member from the custodial and maintenance bargaining unit. Votes of the District Insurance Committee must occur when at least six (6) members are present. A majority containing at least six (6) votes is required for passage of any District Insurance Committee recommendation.

In the event that the Board does not approve the recommendation of the District Insurance Committee, the terms and coverages of the District's Health Plan for the current school year shall remain in effect for the following school year.

6.3.2. Coverages.

Employees shall receive access to the Summary Plan Description via the District's website for a fuller, more detailed description of coverage benefits under the District's Health Care Plan.

6.3.3. The Board of Education shall provide a life insurance plan for each employee who works at least thirty-seven and one-half (37.5) hours a week in an amount equal to the employee's annual salary. The plan shall include an Accidental Death and Dismemberment (A D and D) Double Indemnity Rider. For each One Thousand ($1,000) Dollars earned above the base of Five Thousand ($5,000) according to the employee's annual salary, an additional One Thousand ($1,000) Dollars in insurance shall be provided by the Board of Education. The additional insurance shall be determined by the nearest One Thousand ($1,000) Dollars of income. The Board shall provide life insurance under this Section at coverages that are equivalent to those provided during the 2023-2024 school year. The Board's contributions to such premiums are discussed in Section 6.3.1.a.

6.3.4. Except as modified elsewhere in this agreement, retirees who receive their pensions and early retirees will be allowed to enroll in medical insurance coverage for which they were eligible as employees until the retiree reaches age sixty-five (65) or becomes Medicare eligible at their expense.

6.3.5. The Board shall provide long term disability insurance at coverages that are equivalent to those provided during the 2023-2024 school year.

6.3.6. Dental Insurance.

The Board shall purchase dental insurance at coverages that are equivalent to those provided during the 2023-2024 school year. The maximum annual coverage for dental insurance shall be One Thouans Five Hundred and No/100 ($1,500.00) Dollars. Employees may avail themselves of this coverage, provided that they shall pay fifty (50%) percent of the cost of the coverage, both for single and family plans.

6.3.7. For ten (10) month employees who complete the school year but are not returning to work the following year, the employee shall receive his/her insurance through the month of August provided that the employee's required premiums are paid in full.

6.3.8. All health, dental, life, and long-term disability benefits shall be given in accordance with the terms and conditions contained in the plan booklets and formal insurance policies including changes made unilaterally by carrier for all similar policies. If unilateral changes are made, the Union and the District will be informed of those changes.

6.3.9. For the 2023-2024 school term, the Board shall provide vision benefits which include the following annual reimbursement for PPO:

Exam	$16	Single Vision Lenses	$14/pr
Bifocal lens	$25/pr	Trifocal Lenses	$35/pr
Trifocal lens	$35/pr	Lenticular Lenses	$70/pr
Contact lens	$70/pr	Frames	$14/frame

For HMO: Exam with existing copay: a twenty percent (20%) discount on purchase of vision materials and a Seventy-five ($75) Dollar allowance toward such purchase every twenty-four (24) months.

For each school year thereafter, any modification of the terms and coverages of the District's vision benefits shall be determined by the recommendations of the District Insurance Committee that are presented to the Board and subject to the approval of the Board of Education. The District Insurance Committee's recommendation to the Board must include an analysis of the financial impact to the District.

6.3.10. The Board shall give the Union advance notice of any intent to reduce the work week of employees who presently work thirty (30) hours or more a week below that number. The Board shall comply with its legal obligations regarding such change upon the Union's request.

6.3.11. Certain employees who are not eligible for the District's insurance plan shall be eligible for a Board paid flexible spending option. The flexible spending option shall be administered as follows:

6.3.11.a The Board shall provide a flexible spending account allowance equal to One Thousand Two Hundred ($1,200) Dollars per school year for each support staff employee that works at least thirty-five (35) hours per week but less than thirty-seven and one-half (37.5) hours per week on a regular basis.

6.3.11.b Employees who are eligible for the flexible spending account allowance above must be hired and have started working for the District before July 1, 2011 for use during the 2011-2012 school term or be hired and started working for the District prior to July 1 of any school term thereafter to receive this benefit.

6.3.11.c The flexible spending account shall be administered by the District's third party administrator for flexible spending accounts.

6.3.11.d The flexible spending account shall be used for health and dental costs and/or expenses which would be permitted under the flexible spending and/or health insurance programs of the District. Decisions on approval of an employee's submission for coverage under his/her flexible spending account shall be made by the District's third party administrator who administers the flexible spending accounts of the District.

6.3.11.e A support staff employee shall not be entitled to receive any unused allowance in his/her flexible spending account, or portion thereof, in cash.

6.3.11.f Employee flexible spending accounts permitted under this section shall comply with all IRS rules and regulations and any other laws, rules and regulations which govern such accounts.

6.3.12. The Board and Union agree that the provisions of the District's Health Care Plan and the Collective Bargaining Agreement are based upon current legal requirements. If such legal requirements should change due to legislative action in the future which shall impact the District, the parties agree that they shall, at the request of either party, meet and bargain solely over the terms of the District's Health Care Plan. The terms of these negotiations shall not be binding upon either party unless by mutual agreement.

6.3.13. Notwithstanding any provision to the contrary in this Agreement or other agreements between the parties, if changes are enacted into law under state, federal or local laws and/or regulations which render any insurance plans or benefits provided under this Article out of compliance or which would subject the Board to any penalties or surcharges, such as the “Cadillac plan tax” provided for in Section 49801 of the Internal Revenue Code (either directly for self-insured coverage or indirectly through an insurer for fully-insured coverage), than the insurance benefit provided herein shall become void and the Board the Union will bargain in order to adopt one or more plan design changes that are sufficient to bring such plans or benefits into compliance with law and/or that are sufficient to avoid any penalties or surcharges imposed.

6.4. Holidays

6.4.1. Full-time ten (10) month and twelve (12) month employees shall be entitled to paid holidays. Ten (10) month employees shall be entitled to fourteen (14) paid holidays. Twelve month employees shall be entitled to sixteen (16) paid holidays.

6.4.2. The following holidays shall be observed by the Board, and the employees specified in Section ____ shall receive them as paid holidays:

*July 4	Labor Day
Columbus Day	Veteran’s Day
Thanksgiving Day	Christmas Eve
Christmas Day	New Year’s Eve Day
New Year’s Day	Dr. Martin L. King’s Day
Lincoln’s Birthday	Casimir Pulaski Day
Friday after Thanksgiving	Memorial Day
Floating Holiday	*Juneteenth

Floating Holiday: In years in which the Legislature mandates that schools be closed on Election Day (e.g., 2024), Election Day shall replace the Floating Holiday.

*No entitlement for 10-month employees.

6.4.3. Employees entitled to paid holidays shall receive an additional vacation day for any holidays which fall on a Saturday or Sunday which are not observed on the preceding Friday or following Monday.

6.4.4. Employees entitled to paid holidays shall be paid their regular daily rate of pay for holidays.

6.5. Vacations

6.5.1. Twelve (12) month employees shall not be entitled to paid vacation day for the first six (6) months of service. After completion of six (6) qualifying months of continuous service, qualifying twelve (12) month employees shall be entitled to five (5) vacation days. All other individuals employed on a twelve (12) month basis shall receive paid vacation days as follows effective on the first day of the fiscal year:

Seven (7) months, but less than one (1) year	Five (5) days
One (1) year, but less than seven	Ten (10) days
Seven (7) years but less than 15	Fifteen (15) days
Fifteen (15) years or more	Twenty (20) days

6.5.2. If an employee retires, resigns, is laid off, is dismissed or becomes unable to work, that employee shall receive that portion of vacation earned at the time of leaving active employment with the Board in accordance with law.

6.5.3. Holidays shall not be charged as vacation days when they occur during a vacation.

6.5.4. A vacation request form must be prepared for an employee to be eligible to use vacation days. Except in the case of an emergency, the written requests for vacation must be made at least three (3) days in advance of the beginning of the requested vacation time. Preferences as to dates of vacations shall be honored based on the needs of the District. Any employee entitled to take four (4) weeks of paid vacation may only use a maximum of three (3) weeks of vacation at one time if the employee's absence would be detrimental to the best interest of the District. Administrators must respond to vacation requests within two (2) workdays. Failure by the Administrator to respond within two (2) workdays will result in an automatic approval of the vacation request.

6.5.5. Employees who shift from ten (10) month to twelve (12) months employment shall receive credit for the total number of months they have worked for District #209 as ten (10) month employees in determining the number of vacation days to which they are entitled. In accordance with the provisions of this Agreement, employees shifting from ten (10) month to twelve (12) month employment shall be entitled to five (5) vacation days after the completion of six (6) months of service in the twelve (12) month position unless a new fiscal year begins prior to the expiration of that six (6) month period. At the beginning of the new fiscal year, the employees shifting from a ten (10) month to a twelve (12) month position shall be entitled to the amount of vacation days set forth in Section 6.5.1.

6.6. Social Security and IMRF

The Board shall cause the employees in the bargaining unit to be covered by the Social Security System and the IMRF as required by federal and state statute during the term of this Agreement. Employees shall be responsible for the employee contribution required by IMRF. The Board shall deduct the employee contribution from any amounts owed employees so that the contribution will be

a tax-sheltered payment as long as federal and state laws and regulations allow such sheltering and the Board will not be subject to any additional liabilities or bookkeeping responsibilities.

6.7. Tuition Reimbursement

In an effort to encourage the professional growth of the Support Staff, the Board will reimburse employees for tuition expenses in accordance with the following:

6.7.1. Employees shall receive up to a maximum of Two Thousand ($2,000) Dollars per course for coursework and books.

6.7.2. In order for employees to be reimbursed at the rate identified in 6.7.1, the employee must receive a “B” or better to be reimbursed.

6.7.3. Employees may be reimbursed for nine (9) credit hours of “C” work for each sixty (60) hours of course work at a rate of Eight Hundred ($800) Dollars per course.

6.7.4. Tuition reimbursement will only be available for courses which relate to the employee's current position or would lead to an improved position in the District or to a college degree in an education-related field. All courses must receive approval from the Superintendent or designee prior to registration to be eligible for reimbursement. The decision of the Superintendent or designee shall not be subject to the arbitration procedures of this Agreement.

6.8. Out of Town Travel for Band Assistance

Employees within this bargaining unit who are authorized to accompany the Band on an out-of-town trip will be considered to be working for any period of travel which occurs during the employee’s regularly scheduled hours and/or for which they are actually performing work. This will not include the following which are not intended to be exhaustive: (1) meal periods, (2) break times, and (3) rest periods when they are not required and/or expected to supervise students. These employees will be paid for hours worked at their regular hourly rate until they reach forty (40) hours of performed work within a defined workweek and they will then be paid at the overtime rate for hours worked in excess of the forty (40) hours for that workweek.

6.9 Assistance in Investigation

When an employee is assaulted on school grounds, the District will cooperate with the external investigation upon the employee's request.

6.10 Substitute Teacher

Employees with a Substitute Teacher License who serve as a substitute teacher with the approval of the District for each assignment will be paid the difference between the Teacher Substitute rate per period minus their regular hourly rate. An employee can substitute no more than two hundred sixteen (216) periods a year.

ARTICLE VII: NO STRIKE

7.1. No Strike

The Union agrees that there shall be no strike or withholding of services during the term this Agreement is in full force and effect.

ARTICLE VIII: TERMINATION

8.1. Termination

This Agreement remains in full force and effect from July 1, 2024, to and including June 30, 2027.

The salary increases reflected herein shall be deemed retroactive to July 1, 2024 for those employees still employed on the date of ratification.

BOARD OF EDUCATION OF
PROVISO TOWNSHIP HIGH
SCHOOLS DISTRICT 209

President

Ebony N Smith
Secretary

Dated: 09/09/26

UNION

President

Secretary

Dated: 09/09/2026