

# **Governing Documents**

### between

# The Community Consolidated School District 89 Board of Education

## and

# The Community Consolidated School District 89 Support Professionals Association

2024-2025

2025-2026

2026-2027

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#### **Preamble**

This agreement is entered into between the Community Consolidated School District 89 Board of Education ("Board" or "District") and the District 89 Education Support Professionals Association, IEA-NEA ("SPA" or "Association"), with the intent of establishing and sustaining school environments that will attain organizational goals. The District's Board of Education and the Association understand the necessity to forge and maintain a cooperative, problem-solving atmosphere and demonstrate that a highly productive school district is predicated on strong commitments to one another. Our partnership starts with trust and requires our shared leadership. It is with a spirit of mutual respect and recognition of one another's interests that this Agreement has been formulated. This provision is not subject to the grievance and arbitration provisions of this Agreement.

#### <u>Article I – Recognition</u>

The Board hereby recognizes the SPA as the sole and exclusive negotiating agent for all regularly employed full and part-time support professionals employed by the Board in the following categories: aide, nurse; CNA; clerical/secretarial; technician, excluding: all supervisory, managerial, confidential (which includes the Superintendent/Board Secretary and the Human Resources Coordinator) and/or short term employees as defined in Section 2 of the Illinois Educational Labor Relations Act ("IELRA"). The term "employee" as used hereafter in this agreement shall refer to personnel covered by this agreement.

#### **Article II – Management Rights**

Except as specifically limited by the express provisions of this Agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- a) To plan, direct, control and determine all the operations and services of the District;
- b) To supervise and direct the working forces;
- c) To establish the qualifications for employment and to employ employees;
- d) To schedule and assign work;
- e) To assign overtime;
- f) To determine the number of personnel by which such operations and services are to be made or purchased;
- g) To transfer, assign and evaluate employees;
- h) To change or eliminate existing methods, equipment or facilities;
- i) To contract out for goods and services in compliance with Illinois law;
- j) To increase, reduce or change modify or alter the composition of the work force, including the right to reduce its work force because of lack of work or funds or other appropriate reasons;
- k) To determine the overall budget; and
- 1) To carry out the mission of the District.

#### **Article III – Association Rights**

#### **Section 1. Association Activity During Work Time**

Employees shall not conduct Association business on their work time, unless otherwise authorized by the Superintendent or designee for such purposes as grievance investigation and processing and labor/management meetings or unless otherwise expressly provided for in this Agreement. Employees engaged in Association business authorized by the Superintendent or designee or by this Agreement during the workday shall be paid at their regular rate of pay.

#### Section 2. Access to Premises by Association Representatives

Duly authorized officials of the Association will be permitted reasonable access to District facilities during normal working hours after following notice and security requirements generally applicable to visitors. Meetings with bargaining unit employees will be held during duty-free times, unless otherwise agreed to by the Superintendent or designee.

#### **Section 3.** Association Bulletin Boards

The Board shall provide bulletin board space in the staff workrooms at each school and/or staff lounge at each building. The items posted shall pertain to Association business and shall not be political, partisan, defamatory or personal in nature. A copy of all materials shall be given to the Superintendent prior to posting.

#### **Section 4.** Distribution of Association Literature

During non-work hours, employees shall be permitted to use the District's electronic mail (subject to the District's Acceptable Use Policy) for distribution of Local Association material. The Association agrees to hold the District harmless of any and all use by the Association of the District's electronic mail system.

#### **Section 5.** Association Meetings on Premises

The Board shall make available meeting rooms for Association meetings, provided that such meetings are held during non-work hours, and do not unduly interfere with the normal operation of the District and further provided that any additional maintenance, custodial or other expense incurred is paid by the Association.

#### Section 6. Time Off for Association Activities

A total of four (4) days paid leave per year for the bargaining unit will be allowed for attendance by employees at the IEA Representative Assembly and/or training sessions sponsored by the Association, provided that: (a) Such absences shall not unreasonably interfere with the operating needs of the District; (b) the Association President must obtain preapproval from the Superintendent for such absences and must provide notice to the Superintendent of the names of the employees who will be absent at least fifteen (15) working days in advance of the absence;

and (c) No more than four (4) employees are absent for this purpose at any given time.

#### **Section 7. Dues Deduction**

The Board, upon receipt of a list provided by the Association of employees who submitted written authorization to the Association, shall deduct the employee's Association dues from his/her pay each regular payroll period and remit such deduction to the Association once a month.

The Association shall certify the amount of the bimonthly Association dues to be deducted. Written dues deduction authorizations shall continue in effect from year to year unless terminated by notification to the Association and the Board prior to September 1 of any school year or upon termination of any employee's employment by the Board.

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason or action taken or not taken by the Board for the purpose of complying with any of the provisions of this Section or in compliance with any assignment furnished under the provisions of this Section.

#### **Section 8.** Personnel Files

Each employee shall have the right to inspect their official personnel file in accordance with the Illinois *Personnel Records Review Act* and only one personnel file shall be maintained. An employee shall have the right to petition to have negative materials removed if agreement can be reached with the Board that the material is no longer relevant or necessary.

#### **Article IV – Grievance Procedure**

#### **Section 1. Definitions**

#### A. Grievance

A grievance is any claim by the Association, an individual bargaining unit member or a group of bargaining unit members that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

#### B. Days

Days are scheduled school days, except as mutually agreed upon by the parties.

#### **Section 2. Right to Representation**

An Association representative may be present, if requested by the aggrieved, at any meeting, hearing, appeal, or other proceeding relating to a grievance that has been formally presented beyond Step One. No bargaining unit member shall be required to discuss any grievance if an Association representative is not present as requested. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided that such an adjustment is not inconsistent with the terms of this Agreement and that the Association is notified of and has a right to be present at such adjustment.

#### Section 3. Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee and/or Association, a grievance may be processed as follows:

#### A. Initiation of a Grievance

A grievance must be filed in writing within fifteen (15) days of the event giving rise to the grievance. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that occurrence. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested.

#### C. Step One

The bargaining unit member shall present the grievance in writing to the supervisor immediately involved who will then arrange for a meeting to take place within five (5) days after the receipt of the written grievance. The supervisor shall provide the aggrieved bargaining unit member and the Association with a written answer to the grievance within five (5) days after the meeting. This written answer shall include the reasons for the decision.

#### D. Step Two

If the grievance is not resolved in Step One, the aggrieved may appeal the grievance to the

Superintendent or his/her official designee within seven (7) days of the Step One answer or within seven (7) days of the date the Step One answer was due, whichever is earlier. The Superintendent or his/her official designee shall arrange for a meeting with the aggrieved to take place within seven (7) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting the Superintendent shall have seven (7) days in which to provide his/her written decision with reasons to the grievant and the Association.

#### E. Step Three

If the grievance is not resolved at Step Two, the grievant, with the Association, may appeal the grievance to the Board within seven (7) days of the Step Two answer or within seven (7) days of the date the Step Two answer was due, whichever is earlier. The President of the Board shall arrange for a meeting to take place with the aggrieved and the Board within twenty-five (25) days of receiving the appeal at a mutually agreed upon time. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop the pertinent facts to the grievance. Upon conclusion of the hearing the President of the Board shall have seven (7) days in which to provide a written decision with reasons to the grievant and the Association.

#### F. Step Four

If the grievance is not resolved at Step Three, the Association and grievant jointly may submit the grievance to binding arbitration within fifteen (15) days of the Step Three response. The parties will decide whether to request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) provide a list of arbitrators from which the parties shall mutually select an arbitrator.

Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA or FMCS shall be divided equally between the parties.

If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the costs shall be divided equally between the parties.

It shall be the function of the Arbitrator and the Arbitrator shall be empowered, except as those powers are limited by law, to make a recommendation in cases of alleged violations of specific articles and sections of this agreement.

The Arbitrator shall have no power to alter or add to the terms of this Agreement. The Arbitrator's authority shall be strictly limited to deciding only the grievance filed at the Step One level. The Arbitrator's decision must be based solely and only upon an interpretation of the meaning or application of the express relevant language of this Agreement.

#### **Section 4.** Other Conditions

If the Association and the Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance may be brought directly to Step Two.

#### A. Class Grievance

A class grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step Two.

#### G. Board - Administration Cooperation

The Board and the Administration shall cooperate with the Association in its investigation of any grievance. Cooperation does not imply released time for investigating grievances unless approved by the Administration.

#### H. Release Time

Should attendance at a grievance hearing require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. Notification of such release time must be given to the Superintendent in advance.

#### I. Filing of Materials

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

#### J. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

#### K. Alternative Process

The Association will make every reasonable effort to encourage employees to exhaust this grievance procedure before commencing any proceeding in a state or federal court or administrative agency when charging the Board and/or Administration with an act that reasonably could also be claimed to be a violation of this Agreement.

#### L. Discipline/Reprisal Consequences

An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

#### Article V - Labor-Management Committee

The Board of Education and the D89 Support Professionals Association recognize the value of collaborative problem solving and communication. Both parties encourage addressing concerns and issues at the building and district level whenever possible. Labor-management meetings as necessary will occur with the SPA officers and/or appropriate district administrators.

#### Article VI – Work Year

#### Section 1. Category I (District Office Employees, Technology Staff)

An employee whose year-round full-time work schedule is based on at least seven (7) hours per day on at least a 260-day work year.

#### Section 2. Category II (Building Secretaries, Technology Staff)

An employee whose work schedule is based on at least seven (7) hours per day on at least a 200-day work year.

#### **Section 3.** Category III (Aides, Building Nurses)

An employee whose work schedule is based on at least six (6) hours per day on either at least a 174-day work year aides; at least a 185-day work year (middle school nurse) or at least a 180-day

work year (elementary school nurse).

#### Section 4. Category IV (Aides, District Office Administrative Assistant)

An employee whose work schedule is based on at least 3.5 hours per day on at least a 174-day work year.

#### Section 5. Category V (Aides)

An employee whose work schedule is based on less than 3.5 hours per day on at least a 174-day work year.

#### **Article VII – Paid Leaves**

# Section 1. Sick Leave (Personal Illness and Injury, Family Illness, Quarantine, and Bereavement)

Category I employees covered in this Agreement shall be granted sick leave provisions of not less than thirteen (13) days annually at full pay. Category II and III employees shall be granted sick leave provisions of not less than twelve (12) days annually at full pay. Category IV employees shall be granted sick leave provisions of not less than ten (10) days annually at full pay, and such days are equal to their normal work day. Unused sick leave shall accumulate to an unlimited number of days available.

The Administration, on behalf of the Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave upon the fourth consecutive day of absence for personal illness. Should a pattern of absence emerge through the District's absence records, the Administration, on behalf of the Board, may request a physician's certificate prior to the fourth consecutive day to substantiate the day(s) missed.

Benefits under this collective bargaining agreement will be payable in the event of leave for illness of the employee, or where the circumstances make it necessary, in the event of illness or death of a member of the employee's immediate family. Sick leave days taken for the death of an immediate family member shall be limited to five (5) sick leave days per occurrence. Sick leave shall be interpreted to mean personal illness or mental or behavioral health complications, illness of an immediate family member requiring the employee's care, quarantine at home, or serious illness or death in the immediate family or household.

"The immediate family" shall include parent, step or foster parent, spouse, civil union partner, brothers, sisters, children, step-children, a child for which an employee is standing in loco parentis, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

In the event of death of a relative other than an immediate family member, payment and benefits for leave shall be limited to not more than three (3) days per event.

Leave for reasons of bereavement under this policy shall be deducted from the employee's number of available sick leave days.

# Section 2. Sick Leave for Birth, Adoption, Placement for Adoption, Acceptance of Child in Need of Foster Care

Employees are entitled to use up to thirty (30) consecutive working days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days maybe used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 consecutive working days. As a condition of paying sick

leave beyond the 30 working school days, the Board or Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care. Such leave is limited to thirty (30) days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

#### **Section 3.** Personal Business Leave

Personal business leave shall be granted to employees according to their job classification as follows: Category I employees will receive four (4) days and Category II, III and IV employees will receive two (2) days per year.

Employees may not use personal business leave days on more than two (2) consecutive employment days unless such use is pre-approved by the Superintendent or his/her designee. The Superintendent or his/her designee may request additional information to support the request for a variation from this limitation before approving such a request. Personal business leave days may also be used as sick leave for all purposes as sick leave may be used under the terms of the Illinois School Code. Personal business leave days shall not be available during a work stoppage of any kind. The fact that an individual is willing to take a day without pay does not entitle the individual to take a day off. Reasons need not be given for the annually allotted personal business days unless the employee is requesting to use personal business leave days on more than two (2) consecutive employment days. Any unused personal business leave days shall be added to accumulated sick leave on an annual basis.

Written notification/application for such leave shall be made to the Superintendent or his/her designee at least three (3) employment days prior to the desired onset of such leave. A request for a variation from the limitation should be submitted as far in advance as possible. Administrators are urged to respond promptly to such requests. In an emergency situation, arrangements may be made by telephone with a written application to be submitted immediately upon return to school. Such leave shall not be granted during the first five (5) or last five (5) school days of the school year, the day immediately preceding or the day following a school vacation or holiday, except in an emergency situation as approved by the Superintendent or his/her designee or if used as sick leave. Exceptions may be granted, however the reason for the request will need to be shared with the employee's supervisor.

In addition, if five (5) instructional assistants request the same day to use a personal business leave day, the Superintendent or his/her designee may deny any subsequent requests submitted for that same day. Should a pattern of absence emerge through the District's absence records that show a use of sick leave days on employment days immediately before or after a holiday/school vacation or before or after the use of a personal business leave day, attempts shall be made to counsel with the Association and employee prior to the imposition of disciplinary measures.

#### Section 4. Vacation.

Paid vacations shall be granted to employees in Category I who have completed a minimum of six (6) months service. The administration reserves the right to set vacation dates to fit its work schedule. No additional paid vacation days will be granted once the accrued vacation days have been used.

When a designated holiday occurs during an employee's vacation, this holiday will not be charged against the employee's accrued vacation. An employee will not be eligible for any additional paid vacation days by reason of illness or disability that occurred during his/her vacation. If an employee's illness or disability extends past his/her vacation period, the working day following the termination of such vacation will be regarded as the beginning of the illness or disability period.

When an employee entitled to a paid vacation is separated from his/her employment with the District, paid vacation days accrued but not used during the current fiscal year will be included in the last paycheck at the rate of pay on the last working day.

Vacation days shall be taken during the fiscal year in which the vacation is earned or the two months immediately following that year. If paid vacation days accrued have been used, no additional paid vacation days will be granted.

Vacation days will be granted in related to length of service on the following basis:

#### A. Category I Employees

Ten (10) days paid vacation shall be granted to Category I employees who have a minimum of one (1) year of service in the category on July 1. When an employee has less than one (1) year of service in the category on July 1 of his/her first year of employment, vacation will be awarded based on Tabel 1 table below.

One (1) additional day of paid vacation shall be granted to Category I employees for additional full years of service completed by July 1 beginning with the sixth completed year of service and ended with the fifteenth completed year. See Table 2.

When an employee is hired after July 1, or is terminated for any reason prior to July 1, his/her vacation for that fiscal year shall be computed by taking the number of full months employed during that fiscal year times the number of vacation days the employee would receive if the employee had been employed for the full fiscal year time one-twelfth (0.833).

<u>Category I Employees</u> <u>Table I – First Fiscal Year of Service</u>					
Number of Full Total Days Vacation					

Months Employed during Fiscal Year	Earned
Less than 6	0
6	5
7	5.833
8	6.667
9	7.500
10	8.333
11	9.167
12	10.00

<u>Category I Employees</u> <u>Table II</u>			
Years of Service	Total Days Vacation Earned		
1-5	10		
6	11		
7	12		
8	13		
9	14		
10	15		
11	16		
12	17		
13	18		
14	19		
15	20		

M. Employee-Terminated Employment Vacation Formula

If the employee terminates employment prior to the end of a fiscal year, vacation is calculated by the following formula:

Days of vacation earned for full year divided by twelve (12) months, multiplied by the number of months worked equals vacation earned (for part of year).

#### **Section 5.** Employee Blood Donation Leave

Full-time employees who have been employed for at least six months may be granted up to one hour every 56 days to donate blood. The employee must request the time and must have that time be approved by the building principal or direct supervisor.

#### **Section 6. Jury Duty**

An employee shall keep the check(s) received for their jury duty services and for travel expenses for jury duty. Employee shall provide a copy of said check(s) to the Human Resources Administrator as verification the employee served as a juror.

#### **Article VIII – Family and Medical Leave Act**

Employees who have been employed for at least 12 months and who have worked at least 1,000 hours in the previous 12-month period shall be eligible for family and medical leave under the federal *Family and Medical Leave Act*.

All remaining provisions of Board Policy 5:185, *Family and Medical Leave*, that do not conflict with this Article shall apply.

#### <u>Article IX – Unpaid Leaves</u>

The Board, in its sole discretion, may grant an employee a leave of absence without pay for any reason. Application for an unpaid leave of absence must be made in writing to the Board.

#### Section 1. Dock Days

Employees must have prior approval from the Superintendent to use a day off without pay. Employees will not be granted an automatic unpaid dock day to utilize once paid time off is exhausted (i.e. vacation, personal days, sick leave). Employees who utilize dock days without prior approval from the Superintendent may be subject to dismissal by the Board. Employees who are subject to dismissal for utilizing dock days without prior Superintendent approval may present extenuating circumstances to the Superintendent. It is understood that the "extenuating circumstances" exception shall be narrowly construed and an employee's past utilization of dock days will be taken into consideration when determining compliance with this section.

#### Section 2. Miscellaneous Leave

An employee may request an unpaid leave of absence for any purpose deemed appropriate and beneficial to the District as determined by the Board and within the general philosophy set forth herein. Such a leave may not exceed one (1) school year. The Board's awarding of an unpaid leave under this provision shall be in its sole and exclusive discretion and shall be non-precedential with respect to the granting or denying of any other miscellaneous extended leave request.

#### <u>Article X – Discipline and Discharge</u>

Employees are required to follow all Board of Education policies and administrative guidelines and directives. Employee discipline shall be progressive and corrective in nature using the following disciplinary steps:

- 1. Verbal warning;
- 2. Written reprimand;
- 3. Suspension without pay; and
- 4. Dismissal.

When, in the judgment of the administration, the circumstances of a particular offense make the application of progressive and corrective discipline inappropriate, the appropriate disciplinary steps to be used shall be determined by the administration.

Before an employee is disciplined, the administration shall conduct an investigation to determine the facts. The employee will be given the opportunity, in a pre-disciplinary meeting, to provide an explanation of the conduct at issue. The administration may place an employee on paid administrative leave while the matter is being investigated.

In the event any administrator requires an employee to attend a meeting for the purpose of discussing a matter which may result in disciplining the employee, the employee, upon request, may have an Association representative present.

Copies of all disciplinary action will be provided to the employee, prior to its placement in the employee's personnel file.

#### <u>Article XI – Evaluations</u>

The Superintendent is responsible for designing and implementing a program for evaluating the job performance of each employee according to standards below contained in the Board of Education policy and in compliance with state and federal law:

- 1. Each employee shall be evaluated annually.
- 2. The direct supervisor shall provide input.
- 3. The employee's work quality, promptness, attendance, reliability, conduct, judgement and cooperation shall be considered.
- 4. The employee shall receive a copy of the evaluation.
- 5. All evaluations shall comply with State and federal law.

#### **Article XII – Working Conditions**

#### **Section 1.** Orientation

Orientation and training are important to providing quality service to students. New employees will participate in the following orientation and training opportunities:

#### A. Employees Hired Prior to Start of the School Year

For new employees hired at least five (5) business days prior to the start of the school year, an orientation provided by the District will be held. Training that occurs outside the employee's scheduled hours will be compensated at their hourly rate of pay.

#### B. Employees Hired After the Start of the School Year

For new employees hired after the start of the school year, every reasonable effort will be made to provide any necessary training in coordination with the employee. Training that occurs outside the employee's scheduled hours will be compensated at their hourly rate of pay.

#### **Section 2.** Mandatory Trainings

Employee completion of mandatory training(s) is a term and condition of employment. Failure to complete such required training may result in employee discipline, which may include termination.

Employees shall be provided time to complete mandatory trainings, whenever possible, during regular work hours.

#### Section 3. Probationary Period

Employees new to the District shall have a probationary period of ninety (90) work days. A probationary employee may be disciplined, including by suspension without pay and/or discharge, without recourse at any time prior to the end of the probationary period. The discipline of an employee serving a probationary period shall not be subject to the provisions of the grievance procedure of this Agreement.

#### **Section 4.** Notification of Hours for Forthcoming School Year

The Administration will inform employees of their tentative hours for the forthcoming school year by August 1. Should changes occur after August 1 and during the school year, the employee will be notified in writing as promptly as circumstances permit.

#### **Section 5.** Unsafe or Hazardous Working Conditions

It is the responsibility of the employee to bring any unsafe or hazardous condition to the attention of the building principal in writing.

#### Section 6. Staff Safety

The District shall have in place a process for reporting work-related staff injuries. The process shall be communicated at the building level to all employees.

An employee who follows this process will be required to use their sick days if the injury requires absence from work for up to three (3) work days.

If the employee's personal belongings (i.e., eyeglasses), are damages as a result of student behavior, the District will pay to have the personal belonging replaced, up to \$500.

#### Section 7. Technology

Any employee licensed as a substitute and working from time to time as an internal substitute shall be issued a laptop while they are substituting equal to that of a teacher or of an external substitute. An employee who substitutes in the prior year in excess of 25 times may request to be issued a laptop for the school year, at the discretion of the building principal or designee; however, if such employee refuses such substitute assignments on a regular basis, the District may require the employee to return the laptop.

#### **Article XIII – Compensatory Time**

This article governs the use of compensatory time-off by employees who: (1) are covered by the overtime provisions of the *Fair Labor Standards Act*, 29 U.S.C. § 201, *et seq*.

Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each pre-approved (by the Administration) hour of overtime worked. Other than as provided below, at no time may an employee's accumulated compensatory time-off exceed 240 hours, which represents compensation for 160 hours of overtime. An employee whose work regularly includes public safety, emergency response, or seasonal activities may accumulate a maximum of 480 hours of compensatory time, which represents compensation for 320 hours of overtime. If an employee accrues the maximum number of compensatory time-off hours, the employee: (1) is paid for an additional overtime hours worked, at the rate of one and one-half times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.

#### <u>Article XIV – Negotiations</u>

#### **Section 1.** Commencing Negotiations

The Association will make a written request to commence negotiations for a subsequent Agreement to take effect at the expiration of this current Agreement. The Board and Association will begin negotiations within 60 days, in compliance with the *Illinois Educational Labor Relations Act*.

#### Section 2. Representation

The Board and the Association agree that their duly designated representatives shall negotiate. Each party shall select its own representatives.

#### **Section 3.** Ratification of Negotiated Agreement

At a cost of 1 cent per page, the Association will be allowed to use District printers to prepare the necessary materials for ratification of the agreement.

#### Section 4. Mediation

When mediation is appropriate, the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff.

#### **Article XV – Compensation**

#### Section 1. Salary

Employees shall be paid in accordance with the salary schedule and formula(s) attached hereto as Appendix A.

#### Section 2. Stipends

Employees shall be paid for additional duties in the form of stipends in accordance with the stipend schedule attached hereto as Appendix B.

#### **Article XVI – Economic Fringe Benefits**

#### Section 1. Longevity Award

The Board of Education recognizes the length of continuous service of employees, who have received a satisfactory result on the most recent evaluation, with a one-time lump sum payment in November of the next fiscal year according to the following schedule. The employee must be an active employee of the District at the time of payment to receive the award. Retiring employees who have earned the longevity award will receive payment after their final paycheck.

Number of Years of Longevity	
Continuous Service Completed	Award
Upon completion of 5 Years	\$250
Upon completion of 10 Years	\$350
Upon completion of 15 Years	\$500
Upon completion of 20 Years	\$600
Upon completion of 25 or more years	\$700

#### **Section 2. Insurance Committee**

Bargaining unit members may have up to two (2) members on the current Insurance Committee.

#### **Section 3.** Life Insurance

The Board shall provide, at District expense, for each full-time employee term life insurance equal to twice the employee's salary, with a maximum value of \$50,000, starting after one (1) calendar year from their anniversary date.

#### **Section 4.** Health Insurance

The Board shall offer a group medical insurance program. The benefits shall be no less than those in effect at the date of this agreement, unless modified by operation of the Insurance Committee. The Board shall pay ninety percent (90%) of the single monthly premium, with the employee paying ten percent (10%). The Board shall pay eighty percent (80%) of the family monthly premium, with the employee paying twenty percent (20%). If at the annual renewal, the premium increase exceeds twenty percent (20%), the employee will pay twenty-five percent (25%) of the family monthly premium.

All group insurance provided by the Board shall remain in effect through August 31 each year for all participating employees who complete the previous school year, as long as the employee meets the eligibility requirements. Premium changes will occur according to the annual renewal process date set forth by the insurance carrier and/or co-op. If an employee's personal situation should change, (i.e., marriage, divorce, death, adoption, birth, civil unions, or any other qualifying event) the insurance premium charged to the employee will be adjusted accordingly.

If this change should occur over the summer, the employee may need to pay the district the difference between the amount previously charged and the new premium. If the premium is less than the amount previously charged, the district will reimburse the employee the difference.

Part-time employees will have the option to participate in the medical insurance program using the following formula:

If employed 04499%	No benefit
If employed .456499%	The Board will pay 50% of what it would pay for a full-time employee.
If employed .658499%	The Board will pay 75% of what it would pay for a full-time employee.
If employed .85-100%	The Board will pay 100% of what it would pay for a full-time employee.

#### **Section 5. Dental Insurance**

The Board shall offer a group dental insurance program to employees covered by this agreement who work a minimum of .45 FTE. The benefits shall be no less than those in effect at the date of this agreement, unless modified by operation of the Insurance Committee. Group dental insurance provided by the Board shall remain in effect through August 31 each year for all participating employees who complete the previous school year, as long as the employee meets the eligibility requirements. The single premium for the eligible employee shall be paid by the Board. Premium changes will occur according to the annual renewal process date set forth by the insurance carrier and/or co-op. If an employee's personal situation should change (i.e., marriage, divorce, death, adoption, birth, civil unions, or any other qualifying event), the insurance premium charged to the employee will be adjusted accordingly. If this change should occur over the summer, the employee may need to pay the District the difference between the amount previously charged and the new premium. If the premium is less than the amount previously charged, the District will reimburse the employee the difference.

#### Article XVII – Savings Clause

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

#### **Article XVIII – Complete Agreement**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

#### Article XIX - Duration and Acceptance of Agreement

This Agreement shall be effective as of July 1, 2024, and shall continue in effect through the end of the day preceding the first day of the 2027-2028 school term. However, should negotiations for a successor Agreement continue beyond the termination date stated above, the terms and conditions of this Agreement shall remain in force and effect until such negotiations result in a ratified Agreement between parties or either party notifies the other that it wishes to terminate the terms and conditions of this Agreement.

This Agreement is signed this 304h	_day of <u>december</u> , 2024.
IN WITNESS WHEREOF:	
For the District No. 89	For the Board of Education of
Support Professionals Association:	Community Consolidated School District No. 89:
Frank Sh	
President/Co-President	President
President/Co-President	
amen mencher	herisal
Secretary/	Secretary

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#### APPENDIX A

Position	2024-25	2025-2026	2026-2027
Paraprofessionals	\$18.00	\$18.50	\$19.00
Secretary (Building)	\$21.00	\$21.50	\$22.00
Secretary (District Office) Secretarial	\$23.00	\$24.00	\$25.00
Secretary (District Office) Payroll	\$32.50	\$33.50	\$34.50
Nurse (CNA)	\$22.00	\$23.00	\$24.00
Nurse (LPN)	\$26.00	\$27.00	\$28.00
Nurse (RN)	\$33.00	\$34.00	\$35.00
IT – Tech. Int. Specialist	\$22.00	\$23.00	\$24.00
IT – Instructional App. & Infrastructure Engineer	\$41.00	\$42.00	\$43.00
IT – Database Specialist	\$37.00	\$38.00	\$39.00
IT – Lead Tech Int. Specialist	\$26.00	\$27.00	\$28.00
Annual Increase for all employees	4.50%	4.25%	3.00-4.00%, based on PTELL CPI

For all categories, \$0.25-\$0.75 per hour per year of relevant work experience, up to 5 years, at the sole discretion of the Administration.

#### APPENDIX B

Special Education	\$0	\$0	\$0
Pre-school/Personal Care*	\$1.00	\$1.00	\$1.00
SPAC*	\$1.75	\$1.75	\$1.75
Sub-License/BA	\$45/day in addition to the employee's regular hourly pay, when performing the duty		
PEL**	\$1.00	\$1.00	\$1.00
Game Supervision/Extra-Duty	Hourly rate until the employee exceeds 40 hours		

<sup>\*</sup>One or the other, whichever is higher.
\*\* In addition to any other stipends.

All stipends except Game Supervision/Extra-Duty apply only to instructional assistants.