

C O N T R A C T

BETWEEN

THE SCHOOL BOARD OF  
CONSOLIDATED HIGH SCHOOL DISTRICT 230

AND

THE EDUCATIONAL SUPPORT PROFESSIONALS' ASSOCIATION

2015 – 2018

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## ARTICLE 1 – PREAMBLE

**1.01** This Contract is entered into this **1<sup>st</sup> day of July, 2015** by and between the Board of Education of Consolidated High School District No. 230, County of Cook, State of Illinois, hereinafter referred to as the “Board,” “District,” or “Employer,” and the Educational Support Professionals’ Association, Illinois Education Association/National Education Association, hereinafter referred to as the “Association”, or “ESP.”

### **1.02 Purpose**

- A. To set forth the guidelines of the District as they affect Educational Support personnel.
- B. To promote and maintain optimum working relationships and understandings between the Board and the Association.
- C. To promote and maintain healthful and safe working conditions to the extent the Board finds it is able to do so.
- D. To establish uniform hours of work, standards of pay, and other conditions of employment.

## ARTICLE 2 – RECOGNITION AND TERMS

### **2.01 Recognition Clause**

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all Educational Support employees whose positions are set forth in the Appendix attached hereto, excluding administrators, supervisors, confidential employees, principals’ secretaries, and short-term employees as defined in the Illinois Educational Labor Relations Act Secretary to Superintendent, Secretary to Assistant Superintendent for Human Resources, Director of Finance, Payroll & Benefits Manager, Secretary to the Assistant Superintendent for Business Services, Technology: Network Administrators, and District Technology Mentor.

### **2.02 Terms and Definitions**

**2.02.1** “Employees” as used in this Contract shall mean the employees for whom the Association is recognized as the bargaining representative. Whenever a gender reference is used in this Contract, it shall be construed to include male and female employees.

**2.02.2** Full time employees are those who are scheduled to work 35 hours or more per week excluding any lunch break.

**2.02.3** Part time employees are those who are regularly scheduled to work less than 35 hours per week excluding any lunch break. Part-time employees do not receive health insurance benefits, holiday pay, vacation or other fringe benefits provided, however, that part-time employees regularly scheduled to work 30 or more hours per week shall receive paid holidays in accord with the provisions of Article 12, and provided further that all part-time employees are eligible for the leaves provided in Article 10 of this Agreement in accord with the provisions of Article 10. Part-time employees regularly scheduled to work 20 or more hours per week may elect to participate in the District’s group medical plans provided that they pay the full premium cost of their participation.

## ARTICLE 3 – MANAGEMENT RIGHTS

### 3.01 Board Authority

**3.01.1** The Board is an elected body in which final authority for the determination of all policies and actions relating to the operation of School District 230, Cook County, Illinois, is vested. The word “Board” as used in this Agreement shall be interpreted to mean the School Board or its designee(s).

**3.01.2** Subject to the specific provisions of this Contract, the management of the operations of the District, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to, the right to hire, promote, demote, transfer, allocate, establish or change classifications or duties, or assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, sub-contract, relocate or transfer work and to maintain efficiency in the department are vested exclusively in the Board. The Board agrees when making decisions to change any wages, hours, terms and/or conditions of employment, as defined by the *Illinois Educational Relations Act*, that the Board shall notify the Association and agrees to bargain these changes.

### 3.02 Administrative Chain of Command

**3.02.1** Under Illinois law, the Board delegates some of its authority and responsibility for the administration of the District to the Superintendent. As the Board’s chief administrative officer, the Superintendent is also responsible for the implementation of rules, regulations, and policies adopted by the Board.

**3.02.2** The Superintendent of Schools delegates to the Building Principals the over-all responsibility of managing and operating all employees in the buildings of the School District.

**3.02.3** The Building Principal is the supervisor of all employees at the building level and assigns duties to the employees personally or through someone so designated. Employees at the District level are supervised by their own immediate supervisor in the Central Office.

### 3.03 E-ARC Committee

**3.03.1** The Educational Support Staff-Administrative Relations Committee (E-ARC) shall be established. The committee shall be composed of the ESP President and two members of the Association from each building, the Superintendent and approximately four other administrators designated by the Superintendent.

**3.03.2** Meetings shall be held at a mutually agreeable time approximately once every school quarter or less often for the purpose of attempting to resolve any matter of mutual concern. The E-ARC shall not have any power to negotiate changes in this Agreement.

#### **ARTICLE 4 – INDIVIDUAL RIGHTS**

**4.01** There shall be no discrimination or reprisals against any employee for exercising the rights guaranteed by this contract.

**4.02** In the event that a meeting is held by an administrator or supervisor with an employee where a written reprimand, suspension, and/or discharge may be administered to the employee, reasonable prior notice as to the purpose of the meeting shall be given to the employee. In all such cases, the employee shall have the right to be accompanied by an Association representative of his/her choice from their building.

#### **4.03 Personnel File**

**4.03.1** A personnel file will be maintained in the Human Resources Office for each employee.

**4.03.2** The employee may review his/her personnel file upon request. The employee shall have the right to place a written response to materials in his/her personnel file.

**4.03.3** All material relative to an employee will be placed in the employee's personnel file. Any material, which reflects adversely on any aspect of the employee's employment relationship with the District, will be placed in the employee's personnel file only after the employee has had prior opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely indicates that he/she has read the material to be filed and does not necessarily signify agreement with its content.

**4.03.4** Neither an employee's personnel file nor any of its contents will be copied or otherwise made known to anyone without his permission, provided, however, such file will be available to the Board, an administrator or designees or as may be required under Federal or state law, or by any court or any agency having proper jurisdiction, or under subpoena.

**4.03.5** It is the responsibility of the employee to supply the official file with up-to-date transcripts, where applicable.

#### **ARTICLE 5 – ASSOCIATION RIGHTS**

#### **5.01 Board Packets**

The administration will provide the Association President(s) with a packet prior to each Board meeting.

## **5.02 Notification of Association Officers**

The Association President(s) will notify the Superintendent or his/her designee in writing in a timely manner regarding the Association officers and building representatives on both an annual basis and as often as changes occur.

## **5.03 Building Usage**

Time will be granted to the Association on each Institute Day for Association meetings, before or after the administration's scheduled purpose of the institute is served, at the Association's option.

## **5.04 Association Leave**

### **5.04.1 Local Association Officers**

The President(s) of the Educational Support Professionals' Association shall be allowed ten (10) days per year for the purpose of release time to attend to Association business. The ESP President(s) may use these hours at his/her discretion subject to the prior approval of the immediate supervisor, which shall not be unreasonably denied. The Association shall pay half of the cost of any release hours; the District will pay the other half.

### **5.04.2 Local Delegates for the IEA Representative Assembly**

The Board agrees to grant release time for two local delegates to attend two days of the Winter Representative Assembly of the IEA, each year. The Association shall pay half of the cost of any release hours; the District will pay the other half.

### **5.04.3 State and Regional Officers**

The Board agrees that the Association may select one person to attend the Illinois Board of Directors meetings of the IEA. This Officer, at the beginning of each school year, will provide a calendar that includes all mandatory meetings of the Board of Directors including the Board of Directors training and IEA-RA Convention to the District as soon as possible, but no later than the beginning of each school year.

Said individual will receive release time for attendance at these mandatory meetings. The IEA shall reimburse the District for 50% of the individual's hourly rate. To help reduce the cost of hiring a temp and/or any expenses incurred, flex-time and/or trade -off time may be arranged with the Assistant Superintendent for Human Resources and his/her immediate supervisor.

## **5.05 Fair Share**

**5.05.1** Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

**5.05.2** In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct a fair share fee from the wages of the non-member.

**5.05.3** Annually the Board will require the ESP to certify the amount of this fair share fee, which may not include contributions related to the election or support of candidates for political office.

**5.05.4** Such fee shall be paid to the Association by the Board no later than 30 days following deduction.

**5.05.5** In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

**5.05.51** The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and

**5.05.52** The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

**5.05.6** The Association agrees that in any action so defended, it will indemnify and hold harmless that Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

**5.05.61** It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon by this Article.

**5.05.7** The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## ARTICLE 6 – PROBATIONARY PERIOD, SENIORITY, LAY OFF AND RECALL

### 6.01 New Hire Probation Period

All new employees will be hired on a probationary basis for a period of ninety (90) work days, during which time the Board shall have the sole and absolute right to discipline, discharge, or retain the employee in its own discretion. This probationary period may be extended for up to an additional ninety (90) workdays.

### 6.02 Completion of Probationary Period

**6.02.1** After the probationary period is completed there will be a job performance review in writing by the immediate supervisor, which shall be given to the employee and a signed copy shall be placed in his/her personnel file.

**6.02.2** After completion of the probationary period, the employee shall be placed on the regular seniority list and his/her seniority shall date from the employee's date of hire. All employees become a part of the Federal Government's Social Security System and participate in the Illinois Municipal Retirement Fund beginning with the first day of employment.

### 6.03 Internal Transfer Probationary Period

Internal employees, who apply for and are selected for a position different from the position currently held, shall be subject to a probationary period of 15 workdays in the new position provided that this period may be extended for an additional 10 workdays. At any time during this probationary period the administration may return the employee to his/her prior position. Also, at any time during this probationary period, the employee shall have the right to return to his/her prior position upon request. The employee will receive the higher rate of pay immediately upon beginning the probationary period. The position vacated by the employee will be filled on a temporary basis until the immediate supervisor and principal verify successful completion of the probationary period.

### 6.04 Seniority Full-Time Definition

**6.04.1** Seniority means the length of continuous service of an employee from the date of his/her last hire by the Board. No seniority shall accrue during any unpaid leave of absence from work if the duration of the unpaid leave exceeds 120 workdays.

**6.04.2** Seniority rights shall be lost if the employment relationship is terminated by: (a) resignation (b) discharge (c) layoff status for 18 months or more (d) absence without acceptable notice to the Board, or without cause, such as but not limited to a misrepresentation for absence, absence for unreasonable or unnecessary personal reasons (e) excessive absenteeism or tardiness (f) failure to report for work within ten (10) work days after notice by the Board to return to work following a layoff (certified mail, return receipt requested, addressed and sent to the employee's last known address known to the Board shall constitute sufficient notice by the Board) and (g) failure to return following the expiration of a leave of absence, or misrepresenting the reason for the leave of absence, or obtaining other employment during a leave of absence.

### **6.05 Seniority Part-time Definition**

Seniority for permanent part-time employees shall be granted as follows: permanent part-time employees will be given one-half year of credit for each full year of continuous part-time work. This provision will be retroactive for the 1978-79 school year.

### **6.06 Seniority Lists**

**6.06.1** A current copy of the seniority list shall be provided to the President(s) of the Association by February 1<sup>st</sup>.

**6.06.2** Seniority for employees hired on the same day after July 1, 1995, will be listed in alphabetical order by classification. Alpha-order shall be determined by the last name at the date of hire.

### **6.07 Lay-Off – Reduction in Force (RIF)**

In the event of a layoff, the employee with the shorter length of continuing service, within the respective classification and category of position (as set forth in Appendix A), shall be dismissed first provided that skill and ability to perform the work is equal among the employees involved. An employee may bump a less senior employee in the same category of position in a lower classification of position. In the event the Board recalls, employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off provided the employee is able to do the work.

## **ARTICLE 7 – TRANSFERS, PROMOTIONS, LATERAL MOVES AND RECLASSIFICATIONS**

### **7.01 Vacancy Definition**

A vacancy shall be defined as a current position that has been vacated due to resignation, death, transfer, dismissal, retirement, or long-term leave of absence (i.e., more than twelve (12) weeks) and the Board determines the position needs to be filled or a newly created position by the Board. However, a position is not defined as vacant if it has been vacated due to a transfer or dismissal as a result of a reduction-in-force.

### **7.02 Posting the Vacancy**

When a vacancy is determined, the Board shall post the vacancy notice as set forth in Section 7.03 of this Agreement. Such notices will contain a description and requirements of the job, starting salary, work year, daily schedule and other pertinent information. The Human Resources Office will forward the posting to the Principal of each school and to District Office.

### **7.03 Length of the Posting**

Vacancy postings shall be for a period of five (5) work days, and may be withdrawn at any time. Posted vacancies will be filled by the administration as soon as practicable following the posting deadline.

#### **7.04 Applications**

**7.04.1** Requests for consideration for said vacancy shall be submitted via electronic submission to the Human Resources Office within five (5) workdays following the posting of the opening. Selection of an appointee will be after the five (5) workday response to posting deadline and when all applicants have been evaluated.

**7.04.2** Promotions, transfers and lateral moves are recommended by the Superintendent, but are always subject to the final approval of the Board.

#### **7.05 Interviews**

When a qualified internal employee, as determined by the hiring supervisor, applies for an ESP bargaining unit position, they will be granted an interview. However, the administration is not required to hire or recommend any internal applicant for the vacancy. Interviews shall be conducted by the immediate supervisor, Building Principal, Superintendent or his/her designee, or their designee, where applicable. Internal employees who are not qualified, and therefore not chosen for an interview, will be notified in writing.

#### **7.06 Notification**

Written notification from the Assistant Superintendent for Human Resources will be given to the successful candidate after the Board approves the employment of the candidate. Written notification of non-acceptance will be given to the internal employee/applicant by the Assistant Superintendent for Human Resources. This notification will state reasons for non-acceptance.

#### **7.07 Summer School Positions**

Summer school positions will be filled according to the following procedure: Available summer school positions will be posted on or about May 1<sup>st</sup>. The following guidelines shall be used in selecting internal summer school ESP support staff in the District.

**7.07.1** An ESP desiring to work in the summer school program shall file via electronic submission with the Assistant Superintendent of Human Resources a statement that he/she desires to work in the summer school session, the choice of sessions and specific assignments, in order of preference, and the school building where he/she desires to work, if applicable. Letters received prior to the close of school on May 15<sup>th</sup> shall be considered as filed on that date, and all letters filed thereafter will be considered in the order of their filing.

**7.07.2** The administration in its sole discretion may refuse to employ a particular applicant based on reason(s) contained in existing evaluations. In selecting summer ESP staff from the applicants, the first priority shall be granted to employees who file letters by the May deadline in the following order:

- a.** District-wide seniority in the posted position during the regular school year;
- b.** Previous experience in working the posted position in summer school;
- c.** Possessing the necessary qualifications to work the posted position.

**7.07.3** The school district will notify in writing the ESP staff who shall be employed for summer school within 5 calendar days of the closing of summer school registration or within 5 calendar days of the closing of the regular school year, whichever comes first.

**7.07.4** Only after it has been determined that no remaining bargaining unit members exist who have had an opportunity to select summer school work opportunities will the District offer the work to non-bargaining unit employees.

#### **7.08 Job Descriptions**

When it is known in the Human Resources Office that an existing position is or is about to become vacant, then as soon as reasonably possible employees who hold the same or similar positions may be called upon to review their current job duties and responsibilities and prepare a recommended updated job description. This will be done during employee's regular workday. The updated job description will then be delivered to the exiting employee's supervisor and the president of the ESP, or his/her designee, for review and any recommended revision. After such review, the supervisor will submit the job description to the Assistant Superintendent for Human Resources for review and approval. Upon acceptance, the Assistant Superintendent for Human Resources shall post the position.

#### **7.09 New Positions and Modified Positions**

For the addition of new positions to the bargaining unit or modifications of existing positions, a copy of the proposed job description for the new or modified position shall be provided to the involved employees, if any, and the ESP President or designee for input. Such input shall be sought prior to implementation of the new job description. Such input shall be advisory only.

#### **7.10 Newly Created Positions**

When the Administration decides to create a new position, it shall recommend such position to the Board. Upon approval of the Board to create such a position, the Administration will notify the Association. Should the Association dispute classification of any new positions created by the Board, upon written request, the matter will be negotiated in a reasonable, timely fashion with representatives of the Association. The Association president(s) will receive a copy of these postings prior to their being posted.

#### **7.11 Joint Classification Committee**

There will be a Joint Reclassification Advisory Committee. The purpose of the committee is to make recommendations regarding requests from either the employee and/or the administration for a possible change in classification. Such recommendation shall be considered by the parties to this agreement but shall not be binding except by mutual written agreement. The Joint Reclassification Advisory Committee shall utilize the mutually agreed upon process established by the Joint Reclassification and Job Description Review Advisory Committee. (MOU August 30, 2012).

## ARTICLE 8 – WORK SCHEDULE

**8.01** The Board shall not change work schedules described in 8.02 without notice to the Association and, upon request, the opportunity to negotiate such changes with the Association.

### **8.02 Work Year**

Employees will work the following number of weeks according to the category into which they were hired.

- A.** 52 week employees  
49 week employees  
(Less winter and spring recess based on the approved school district calendar)
  
- B.** 10 months  
9 ½ months
  
- C.** 10 month Division Chair Secretaries  
Will be allowed to exchange up to 1 work day, if necessary to perform essential duties of the position, during the school year to be used during the summer months. This day will be mutually agreed upon by the Supervisor and the 10 month secretary.
  
- D.** Revised Work Year Effective July 1, 2011:
  - 1.** Beginning July 1, 2011 the work schedule and/or work days for members of the ESP bargaining unit will be reduced as follows:
    - a.** All 52 week ESP's hour/work year will be reduced by a total of eight (8) work day(s).
    - b.** All 49 week ESP's hours/work year will be reduced by a total of eight (8) work day(s).
    - c.** All 10 Month ESP's hours/work year will be reduced by a total of five (5) work day(s).
    - d.** All 9 ½ Month ESP's will have their hours/work year reduced by a total of two (2) work days. These ESP's will not work on Parent Teacher Conference days.
    - e.** All 9 ½ Month Special Service Aides working eight (8) hours daily will have their work year reduced by a total of two (2) work day(s) and all work day hours will be reduced from eight (8) hours a day to seven and a half hours a day (7 ½) per day. These ESP's will not work on Parent /Teacher Conference Days.
  
  - 2.** The loss of compensation due to the above-referenced work year and hourly reductions will be spread equally across the annual pay cycle.

### **8.03 Work Day**

An employee whose regularly scheduled work day is a minimum of 7 ½ hours, will receive a ½ hour unpaid lunch and a 20 minute paid break, or a 50 minute lunch without a 20 minute break (30 minutes unpaid). An employee may schedule his/her break at a time mutually agreeable to the employee and his/her immediate supervisor.

**8.04** Any temporary change in employee's normal work schedule will be announced by his/her Supervisor at least 48 hours in advance unless it is an emergency situation.

### **8.05 Flexible Schedule**

An individual's work schedule will be established by his/her immediate supervisor. When requested by an employee, a flexible work schedule may be used upon mutual agreement between the employee and his/her supervisor with the prior approval of the building principal and notice to the personnel administrator (flexible work schedule means earlier and/or later starting and ending times). The work schedule including any break time or lunch time for part-time employees shall be established by the administration. Individual work day schedule shall not be interpreted to mean adjustment of the work year, as described in 8.02.

In addition to the above, an employee's supervisor shall have the authority to require a flexible schedule for an employee on days of the District's student release program (currently known as "late start Wednesdays"). Such a change in work schedule shall occur only after consultation with the employee and subject to the prior approval of the building principal and notice to the Human Resources administrator. In an effort to assist employees with the ability to schedule for such a change, the District shall establish an advance schedule for such flexible work days, with a copy to be provided to each affected employee before the start of the regular school year. If any change in the flex schedule is required due to changes in the school year, the affected employees shall be notified as soon as possible. For the 2012-13 school year changes may be made after the start of the school year.

### **8.06 Summer Hours**

The Board, at its option, may, for the summer months, set an employee's work day to be 8 hours, including a ½ hour paid lunch.

### **8.07 Leaving Campus during the Work Day**

An employee may leave the building during assigned work hours only after permission is obtained from the immediate supervisor, or in his absence, the Building Principal or designee. Employees who leave the building during their 30-minute lunch and/or 20-minute break do so at their own risk of injury while off school property.

### **8.08 Overtime Additions from MOU 10-29-09**

An employee may be required to work more than his scheduled work day on an overtime basis. Each employee shall be paid one and one-half (1 ½ ) times his/her regular straight time hourly rate of pay for all paid hours worked, except personal leave and compensatory time, in excess of 40 hours in one work week, or in excess of eight (8) hours in one day. An employee may be required to work on a Saturday or

Sunday. Any required Saturday or Sunday work will be paid at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for actual hours worked, except for those employees for whom Saturday or Sunday is a regular work day regardless of whether that employee has worked more than 40 hours in the work week. An employee may also be required to work on a holiday. Any employee who is required to work on a holiday shall be paid that employee's regular rate of holiday pay plus the employee's regular rate of pay for actual hours worked regardless of whether that employee has worked more than 40 hours in the same week. A 9 ½ , 10 month or 49 week ESP shall be paid one and one-half (1 ½) times his/her regular position during Thanksgiving, Winter or Spring break, regardless of whether that employee has worked more than 40 hours in the work week. Overtime work must be approved in advance by the building principal or immediate supervisor.

### **8.09 Compensatory Time**

**8.09.1** Requests for electing to receive either overtime pay or up to 16 hours of compensatory time per year for approved overtime shall be at the choice of the employee.

**8.09.2** Each employee shall be paid one and one half (1 ½) times his/her regular straight time hourly rate of pay for overtime worked for up to 16 hours, as set forth above, of compensatory time for all hours worked in excess of 40 hours in one work week, up to a maximum of eight (8) hours in a one day, or hours worked on a Saturday or Sunday except for those employees for whom Saturday or Sunday is a regular work day. Hours of work for overtime calculation include all paid hours except personal leave and compensatory time.

**8.09.3** Employees must use approved compensatory time within the employee's work year. Compensatory time that is not used by the end of the work year shall be paid out at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Use of compensatory time must be approved by the building principal or immediate supervisor.

### **8.10 Trade-Off Time**

**8.10.1** Trade-off time is defined as hours worked in a workweek outside of the regularly scheduled work shift in exchange for release hours during a regularly scheduled work shift.

**8.10.2** The employee's supervisor must approve trade-off time and the trade must be completed during the same workweek.

### **8.11 Institutes**

On Institute days, employees must participate in District-wide in-service activities. However, with the express prior approval of his/her supervisor, an employee may instead work his/her regular hours in his/her work area. A committee composed of employee representatives and administrators may be established at the building or district level to plan in-service activities.

## **8.12 Jury Duty**

**8.12.1** All employees are guaranteed no loss of pay while serving on jury duty and will receive their regular pay. Employees will be allowed to keep the check given for jury duty, but shall provide a copy of the check to the Human Resources Department.

**8.12.2** Upon employee's receipt of the Summons, a copy will be forwarded to the Superintendent of his/her designee.

## **8.13 Inclement Weather**

### **8.13.1 9 ½ and 10 monthly employees**

When schools are open but classes are canceled due to inclement weather, employees shall not report to work if they are 9 ½ or 10 month employees. However, all 9 ½ and 10 month employees are required to work the make-up day(s) designated by the Board.

**8.13.2** A 12 month employee shall report to work on inclement weather days unless factors directly related to inclement weather prevent the employee from reporting to work as regularly scheduled. In this event, employee must be able to report to work prior to 12 noon. A 12 month employee who is unable to report by noon or who elects to do so may, however, use compensatory time, personal time, trade-off time or vacation time should he/she find it impossible to come to work.

**8.13.3** An employee cannot use sick leave because of inclement weather.

## **8.14 Emergency Late Start Days**

**8.14.1** ESP staff will report to work (1) hour later than their normal assigned starting time on emergency late start days, and as usual, will be expected to swipe in. ESP staff will leave at their regular ending time; their day will not be extended. Supervisors of ESP staff will edit their ESP's TruTime file to make them "whole" for the late start day.

**8.14.2** ESP staff will not be docked or required to use personal or vacation time if they report to work no later than an hour after their regular starting time.

## **8.15 Student Supervision Ratios**

From time to time an employee may be required to supervise students, and employees may, as part of their regular work duties, have an assignment that requires student supervision. At no point shall the number of students supervised by a support staff member exceed a student/Educational Support staff member ratio of 1 staff member per every 50 students.

## **8.16 Temporary Upgrade in Pay Status**

An employee holding a position within any work classification may from time to time be assigned by his or her supervisor to perform work duties of any other position in any classification. If any employee works one (1) full day in a position within a classification that provides a higher rate of pay, then the employee shall be compensated at the higher rate of pay.

### **8.17 Working at Home**

Unless a specific assignment has been approved in advance in writing from the office of the Assistant Superintendent for Human Resources, no work shall be performed at home.

### **8.18 Time Clock Procedures**

The Board shall establish reasonable rules and regulations regarding the use of time clocks which shall be communicated to both management and bargaining unit employees by means of joint management/employee meetings. Employees are required to swipe in and out through the use of either a time clock or internal computer log-in via a school or District desktop computer.

**8.18.1** Employees shall not be required to punch in or out for lunch subject to the right of the District to monitor this issue and, if necessary, to revisit the issue during the term of the Agreement by means of providing a written notice to the Association of its intent to revisit the issue, and subject to the obligation of the District to honor the Association's right to negotiate any proposed change to this rule upon the Association's request to do so.

**8.18.2** Receipt of notice of any manual overrides or edits of time clock data to the detriment of any employee shall be acknowledged by the signature of the involved employee, with a copy to be provided to the employee.

**8.18.3** There shall be a "7" minute grace period before and after the time for punching in and out for the purposes of pay calculation, but said grace period shall not serve to condone employee tardiness or unapproved overtime.

**8.18.4** Any decisions regarding whether a time edit will be made shall be reserved to the Administration, however the clerical function of editing may be delegated.

**8.18.5** Employees shall be entitled to review their time records upon request.

## **ARTICLE 9 – EVALUATION PROCEDURES**

### **9.01 Purpose**

The purpose of an employee evaluation is to improve the quality and effectiveness of employee performance.

**9.02** The immediate supervisor shall evaluate employees on the performance of the essential functions of their job duties, responsibilities, and effectiveness.

### **9.03 Evaluation Timelines**

Probationary employees will be evaluated at least twice: once within their first forty-five (45) days of employment and once at their ninetieth (90<sup>th</sup>) day of employment. Once the employee passes the ninety (90) day full probationary period they will be evaluated at least once per year.

**9.04** After the probationary period is completed there will be a job performance review in writing by the immediate supervisor, which shall be given to the employee and a signed copy shall be placed in his personnel file.

**9.05** All employees are to be evaluated by the end of June of each year, and they shall receive a copy of the evaluation as soon after the evaluation as practicable.

**9.06 Rebuttal to Evaluation**

An employee may include a written statement which shall be permanently affixed to the evaluation provided such statement is submitted no later than thirty (30) calendar days following the employee's first receipt of a copy of the evaluation.

**9.07 Unsatisfactory Evaluations**

In the event the ESP receives an overall rating of "needs improvement", the Supervisor will immediately notify the Assistant Superintendent of Human Resources, who will notify the ESP President(s) to determine a plan of action.

**ARTICLE 10 – LEAVES OF ABSENCE**

**10.01 Sick Leave**

**10.01.1** The Board will grant employees who are eligible to participate in the Illinois Municipal Retirement Fund under the 600 Hour Standard sick leave in the amount of twelve (12) days for twelve (12) month employees, and ten (10) days for 9 ½ and 10 month employees. For twelve (12) month employees hired after July 1 or for 9 ½ and 10 month employees hired after the commencement of the academic year, sick leave shall be awarded on a pro-rated basis equal to one (1) day per month. In computing sick leave, 15 or more calendar days of employment in any month is considered a full month. An employee's sick leave not used in the year of service for which it is granted shall be allowed to accumulate up to 240 days. Upon retirement, the employee shall have the option of applying his/her unused accumulated sick leave days toward his/her IMRF Pension Plan benefits.

**10.01.2** Sick leave will be interpreted to mean illness, quarantine at home, serious illness in the immediate family or household, and death, birth, adoption, or placement for adoption, including travel time where necessary. For the purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. Parental leaves shall be available in accordance with the terms of Sections 10.03 and 10.04 of this Agreement and/or provisions of the District's Family and Medical Leave Policy. For the purposes of this Section, "adoption" and "placement for adoption" shall include those activities reasonably related and appropriate to the process for adoption or placement for adoption, including travel time where necessary.

**10.01.3** Immediate family will be interpreted to mean spouse, party to a civil union, domestic partner, mother, father, grandparents, brother, sister, children, step-children, grandchildren, step-parents, corresponding in-laws, or anyone living on a permanent basis in the immediate household. The employee shall provide the District with an executed Domestic Partner Affidavit in such instances where leave is taken for a domestic partner. Such an affidavit is available upon request to the Assistant Superintendent of Human Resources.

**10.01.4** It is the responsibility of the employee to report his/her absence to the designated personnel of the building to which he/she is assigned no later than one hour before the start of his/her assigned clock-in time, except for circumstances that would constitute an emergency and are beyond the employee's control.

**10.01.5** Any employee on leave of absence shall neither be eligible for, nor accumulated sick leave.

**10.01.6 Physical Fitness**

The Board may ask employees to furnish evidence of physical fitness, provided, however, the Board may select the physician or clinic and will pay for all medical expenses relating to the examination.

**10.01.7 Required Doctor's Excuse**

A physician's certificate may be required by an employee's supervisor as a basis for pay after an absence of three (3) consecutive work days, 30 days for birth, adoption or placement for adoption or as it may deem necessary in other cases. If a physician's certificate is required, it must include a written statement that in the medical opinion of the physician the employee was medically unable to work on the day or days in question.

**10.02 Sick Bank**

**10.02.1** A contribution of one sick leave day per year shall be made by each new member of the bargaining unit to a sick leave bank. Should the number of days available in the sick bank fall below 45; an additional day will be deducted from each member's available sick leave. Any member of the unit who has contributed to the bank and has exhausted his/her sick leave may submit a written request to the Board for additional sick leave to be drawn from the sick leave bank upon the following conditions:

- A.** Approval of the Board.
- B.** A period of three (3) working days without benefits shall intervene between the time the member has exhausted his/her sick leave and the commencement of the withdrawal of sick leave from the sick leave bank.

**10.02.2** The sick leave bank will provide the eligible member with a maximum of 15 additional sick leave days per fiscal year regardless of the number eligible events per year. These additional days shall not be considered 'additional accumulated sick leave' for any purpose whatsoever.

**10.02.3** Withdrawals from the sick leave bank shall be available only for a member's prolonged and extended illness and shall not be available for elective surgery, illness of family or household members, and/or death of family or household members. The Association President shall receive notification of any sick leave days granted to an employee from the Bank by the Human Resources Office.

**10.02.4** The member, in his/her application to the Board, shall set forth the nature of the illness, together with written verification of the illness and prognosis for recovery from a licensed physician. The Board reserves the right to require an independent physical examination by a licensed physician designated by the Board. The Board shall pay the cost for said examination and the member shall direct the examining physician to forward a written report to the Board.

**10.02.5** Neither the Board, the Administration, the Association, nor their designees shall be liable to any member for any action taken or not taken or any decision made or not made hereunder.

**10.02.6** An updated report of the sick leave bank will be given to the Association President no later than June 30 of each fiscal year.

### **10.03 Family and Medical Leave and Service Member Family Leave**

**10.03.1** Eligible employees may use family and medical leave, guaranteed by the federal Family and Medical Leave Act (the "Act"), for up to a combined total of 60 days each year, beginning July 1 and ending June 30 of the next year, and as otherwise taken in accordance with this Agreement and the District's FMLA policy.

To be eligible for family and medical leave, an employee must have been employed for at least 12 months (the 12 months need not be consecutive) and have been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave.

**10.03.2** Family and medical leave is available in one or more of the following instances:

1. the birth and first year care of son or daughter
2. the adoption or foster placement of a child
3. the serious health condition of an employee's spouse, parent, or child
4. the employee's own serious health condition
5. any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call of order to active duty) in the Armed Forces in support of a contingency operation. This leave entitlement shall be referred to as an 'Active Duty Leave'.

**10.03.3** The definitions for the terms ‘active duty’ and ‘contingency operation’ shall be consistent with the definitions set forth in the Act.

**10.03.4** In addition to the above purposes, any employee who has been employed by the Board of Education for at least 12 months, and has worked at least 1,250 hours during the preceding 12 months, and who is the spouse, son, daughter, or next of kin of a Covered Service member, shall be entitled to an unpaid leave of absence of up to 26 work weeks during a single 12-month period to care for the Service member. The Service Member Family Leave shall only be available during a single 12-month period.

**10.03.5** During the single 12-month period referenced in this Section, an eligible employee shall be entitled to a combined total of 26 work weeks of leave for any other purpose set forth in Section 10.03.4 above. Nothing in this section shall be construed to limit the availability of leave under Section 10.03.4 during any other 12-month period.

**10.03.6** The term ‘Covered Service Member’ means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

The term ‘next of kin’ means the nearest blood relative of the Covered Service Member.

**10.03.7** Other accumulated available paid personal, or sick leave will be substituted for family and medical leave, provided however that an employee may choose to retain up to ten (10) days. Any substitution required by this policy will count against the employee’s family and medical leave entitlement. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the employee’s leave beyond 60 days, or 26 work weeks where applicable, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.

**10.03.8** Employees may take intermittent or reduced-hour(s) family and medical leave when the reason for the leave is 3, 4 or 5, above, or to care for a Covered Service member as defined in Section 10.03.6, with certain limitations provided by law. Request for intermittent leave for reason 1 must be approved in writing by the Superintendent.

**10.03.9** Within 15 calendar days after the Superintendent makes a request, an employee must support a request for a family and medical leave when the reason for the leave is 3 or 4, or to take care of a Covered Service member, with a certificate completed by a health care provider, unless it is impracticable under the particular circumstance to do so, despite the employee’s diligent good faith efforts. Failure to provide the certification may result in a denial of the leave request.

An employee seeking family and medical leave for reason 5 in 10.03.2 shall be required to provide certification that an absence is for that reason unless it is impracticable under the particular circumstances to do so, despite the employee's diligent good faith efforts.

**10.03.10** If both spouses are employed by the District, they may together take only 60 days of family and medical leave when the reason for the leave is 1, 2 or 5, in section 10.03.2 above, or to care for a sick parent.

If both spouses are employed by the District, they may together take only 26 work weeks of leave during the single 12-month period when the reason for the leave is set forth under Section 10.03.4.

**10.03.11** If possible, employees must provide at least a 30 day notice to the District of the date when a leave is to begin. If a 30 day notice is not practicable, the notice must be given within 5 business days of when the need becomes known to the employee. Employees shall provide at least verbal notice sufficient to make the District aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

**10.03.12** During a family and medical leave, employees are entitled to a continuation of health benefits that would have been provided if they were working.

**10.03.13** An employee returning from a family and medical leave will be given the same or an equivalent position to his or her position before the leave, subject to the District's reassignment policies and practices.

**10.03.14 Implementation Procedures:**

- 1.** In case of a request for intermittent/reduced schedule leave or leaves for planned medical treatment, the employee shall try to schedule such treatment so not to disrupt the District operations.
- 2.** An employee on leave may, at the District's request, be required to report every 30 days on his/her status and intention to return to work and, in the case of a medical leave, provide periodic recertification by a health care provider.
- 3.** When an employee requests an intermittent or reduced leave schedule that amounts to more than 20% of the total number of work days during the period over which the leave extends, the District may require the employee to temporarily transfer to an available non-certified alternative position, which better accommodates the recurring period of leave.

**10.03.15** Employees have the right to exhaust all accumulated sick time, as specified in the District's Temporary Illness or Temporary Incapacity Policy (General Personnel 5:180) as it exists upon the execution of this Agreement.

#### **10.04 Maternity/Parental Leave**

**10.04.1** A pregnant employee shall notify her Principal in writing when her pregnancy is confirmed in order to be eligible to receive a long-term leave of absence.

**10.04.2** An employee shall not be required to resign or take a leave of absence because of pregnancy. An employee unable to work due to disability caused or contributed to by pregnancy, childbirth, or related medical conditions may utilize available sick leave for such absences. Said employee, however, may, in writing, request a long-term parental leave of absence without pay. A long-term parental leave of absence may begin when the pregnant employee desires, but not later than when she is unable to perform her duties satisfactorily.

**10.04.3** Employees may request a long-term parental leave of absence without pay to rear their children, natural or adopted, up to 3 years of age. Parental/maternity leaves of absence may be granted by the Board for a period of time not to exceed 18 consecutive calendar months. The employee on long term parental leave must give the Human Resources Office written notice of intent to return to work not less than 45 days prior to the return date.

**10.04.4** As an alternative to a long-term parental leave of absence as provided for above, an employee who is an "eligible employee" as defined in the Family and Medical Leave Act of 1993, is entitled to elect to take up to 12 work weeks of FMLA leave as set forth in Section 10.03 above.

**10.04.5** Employees on maternity or parental leave shall not accept employment during the hours they otherwise would have been working at their position in the District. If an employee on maternity or parental leave accepts employment during the hours he/she otherwise would have been working in the District, he/she will have forfeited his/her position and any and all rights to employment in District 230. Employees on maternity/parental leaves are subject to dismissal due to a reduction in force or otherwise on the same terms as employees not on leave.

#### **10.05 Personal Illness Leave**

In order to receive a personal illness leave, an employee who is unable to perform his regular duties for an extended period of time because of personal illness must provide a written request for leave to the Building Principal and the Superintendent and a written certification of illness from a qualified physician. Any leave provided for in this Section shall constitute FMLA leave for eligible employees and shall be subject to all requirements of FMLA leave.

## **10.06 Personal Leave**

**10.06.1** Upon completion of the probationary period, an employee is eligible for one day of paid personal leave during the first year of employment and one day of paid personal leave during the second year of employment. After two full years of continuous service with the district, an employee is eligible for up to two days of paid personal leave. Personal leave is available for emergency or other urgent and compelling business, which cannot be transacted outside of work hours. Request for personal leave shall be submitted on the Request for Personal Leave form. The decision to grant personal leave is made by the immediate supervisor and the superintendent or his/her designee. Except as provided in 10.06.2 the Educational Support staff member shall not be required to provide an explanation for the need for the use of personal leave, however, this provision shall not be construed to relieve the Educational Support staff member from the obligation to comply with the requirements for the use of personal leave.

**10.06.2** Personal leave may not be taken during the first five days or last five days of the student school year, immediately before or after a holiday or vacation, except that personal leave may be granted during such times by the written permission of the supervisor under extraordinary circumstances provided that the reason(s) for such extraordinary circumstances must be explained in writing by the Educational Support staff member, in advance if practicable. In matters of highly confidential nature, the Educational Support staff member may provide a general explanation (such as "emergency doctor's appointment" or "mandatory court appearance"). The decision to approve the leave in such extraordinary circumstances shall be at the supervisor's or administrator's discretion, but shall not be unreasonably denied. An Educational Support staff member who does not use a day(s) of his/her personal leave days during a work year, shall have the unused day(s) accumulate to four personal days and then added to accumulated sick leave.

**10.06.3** In order to obtain paid personal leave (except in emergency situations), an employee must submit a completed Request for Personal Form via electronic submission to his/her immediate supervisor at least two working days in advance of the day he/she will be absent.

**10.06.4** Personal leave may only be taken in no less than quarter hour increments.

## **10.07 Bereavement Leave**

**10.07.1** Three work days will be allowed for the death of an immediate relative (mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandparent-in-laws, or persons for whom the employee has legal guardianship), and five (5) work days for the death of a spouse, party to a civil union, domestic partner or child, beginning with the day of death or the day immediately following the day the death occurred, at the

employee's option. In the event of the death of an aunt or uncle, niece or nephew, one day of paid bereavement leave will be allowed so that the employee may attend the funeral. If the date of the funeral is more than two (2) days from the date of death, however, bereavement leave may commence the day before the funeral, provided that in no event will said leave exceed three (3) work days from an immediate relative or five (5) work days for the death of a spouse, domestic partner or child. If travel time is necessary following the funeral, proper arrangements must first be made with the employee's immediate supervisor and the Superintendent or his/her designee. The employee shall provide the District with an executed Domestic Partner Affidavit in such instances where leave is taken for a domestic partner. Such an affidavit is available upon request to the Assistant Superintendent of Human Resources.

**10.07.2** Bereavement leave allowed will not be counted against an employee's sick leave accumulation. When additional bereavement leave is requested as sick leave and approved by the Superintendent or designee, it shall be counted against an employee's sick leave accumulation.

#### **10.08 Worker's Compensation**

**10.08.1** In case an employee is injured while in the course of assigned duties, the Board will pay, if necessary, to the injured employee full salary for a maximum of thirty (30) consecutive calendar days less any benefits received from workers' compensation for the same period. Sick leave may be charged to the individual whose claim has been disallowed by the insurance carrier and who has been approved to return to work in District 230 by a Board-designated physician but who has failed to return to work. In no event shall the employee receive his/her salary without working if he/she is declared physically and mentally able to return to work by a Board-designated physician and if he/she has been directed to return to work by the Superintendent or his/her designee. It is understood, however, that a second opinion may be obtained by the employee and/or the Board and that sick leave days charged to an individual will be returned to him/her if it is determined, after all levels of appeal or review have been exhausted, that his/her absence was in fact due to an industrial injury. Any falsification of information regarding an industrial injury claim or regarding absence for reasons of illness will be grounds for discipline up to and including the employee's discharge.

**10.08.2** Upon completion of the thirty (30) day period, the employee may file for disability benefits under the Illinois Municipal Retirement Funds and retain any further compensation payments that he/she received from such fund, or use any accumulated sick leave he/she may otherwise be eligible to receive.

**10.08.3** In addition to the disability protection provided by the IMRF, an employee is protected by Worker's Compensation Insurance if he/she is injured on the job within the scope of

employment. All injuries, however slight, must be reported to the employee's supervisor immediately. An "Employee's Report of Injury" form will be completed if the employee is injured. Depending upon the nature and extent of the injury, the form will be filled in by either the immediate supervisor, the school nurse, or the Board-designated doctor who treats the employee.

**10.08.4** When students are in attendance, a school nurse will be available to the employee if he/she needs minor first aid treatment. If further non-emergency medical treatment is needed for the employee's on-the-job injury, or the nurse is not available, such treatment shall be coordinated with the District's Human Resources department.

## **ARTICLE 11 – OTHER LEAVES**

### **11.01 Other Leaves**

**11.01.1** The Board may grant an employee a leave of absence without pay for reasons not noted theretofore in this Agreement when it deems the leave to be of a personal and catastrophic nature or of a benefit to the professional and educational program of the District. The grant and duration of such leave shall be within the discretion of the Board.

**11.01.2** Employees may be granted unpaid leaves of absence subject to the following provisions:

- 1.** The starting and ending dates of the leave shall be in accordance with a plan arranged between the employee and the Superintendent or his/her designee. If the employee fails to return to work upon termination of the leave, the employee shall be deemed to have voluntarily resigned from employment with the District.
- 2.** Upon an employee's return from leave, the employee shall be reinstated to the staff of the District, not necessarily to the same building or the same position.
- 3.** Upon the return to the District, the salary schedule in effect at that time will determine the employee's salary. The returning employee will not receive a salary increase if the unpaid leave of absence was in excess of six (6) months.
- 4.** No employee will be granted a leave of absence to seek employment elsewhere. No employee will accumulate sick leave, or other fringe benefits, during leave of absence.

### **11.02 Vacation Leave**

#### **11.02.1 Partial Year Vacation**

Newly hired 49/52 week employees who were hired on an effective date other than July 1 and, therefore, will not have completed twelve months of continuous service within the district prior

to June 30, are entitled to the following partial year vacation time which shall be considered earned and available for use upon completion of the monthly service requirements as specified:

**Vacation**

Less than 7 months service	0 Days
7 months service	5 Days
8 months service	6 Days
9 months service	7 Days
10 months service	8 Days
11 months service	9 Days

**11.02.2** 49/52 week employees, who have completed at least 7 months of service prior to June 30 will be granted vacations with pay upon approval of their immediate supervisors and Building Principal. If an employee requests the same vacation time as another employee, preference as to dates of vacations will be honored in order of request.

**Full Year Vacation:** Full year vacation shall be earned upon completion of the additional years of service (July 1 – June 30) as specified below, except that vacation shall be advanced for use as of July 1 of the year in which it is earned. The schedule of vacation benefits is as follows:

**Years of Service Prior**

**To June 30 of Each Year**

**Weeks of Vacation**

1 – 5	2 (10 working days)
6 – 11	3 (15 working days)
12 or More	4 (20 working days)

**11.02.3** In the event the employee does not complete a full year of employment for the respective year of earned vacation, any vacation pay unearned shall be owed to the District and, if applicable, may be deducted from the employee’s paycheck(s) in accordance with the accrual formula of Section 11.02.1 Conversely, in the event an employee decides to leave his job within the District and has earned unused vacation, he/she will receive pro-rated earned vacation pay if he/she gives two (2) weeks’ notice of his/her departure to the Human Resources Office.

**11.02.4** Saturdays, Sundays and legal school holidays which fall during an employee’s vacation period are not counted as days of vacation and do not decrease his/her total vacation days.

**11.02.5** In computing vacation time, 15 calendar days of employment in any month is considered a full month. While an employee is on approved sick leave, personal leave, bereavement leave, injury on the job leave, and leave for jury duty, he/she shall accumulate days of service towards his/her vacation. However, days spent on leave of absence and requested days off without pay are not included in figuring vacation time.

**11.02.6** Unused vacation pay is not cumulative from year to year. If an employee plans to take a vacation, he/she must do so no later than January 1 following the fiscal year (July 1 – June 30) in which he/she earned the vacation. An employee who requests to use vacation time and whose request is denied, shall be allowed to carry over the requested days for an additional calendar year. An employee who has a catastrophic illness shall be permitted to carry over accrued vacation time from one additional calendar year. In addition, from time to time an exception to this policy may be made with the prior approval of the immediate supervisor and the Superintendent or his/her designee. If an employee wishes to extend his/her vacation time, without pay, or wishes to take additional time off, without pay, he/she must secure the approval of his/her immediate supervisor.

**11.02.7** In the event school is closed for some emergency while an employee is on vacation, additional vacation time will not be granted.

**11.02.8 Transferees and Vacation**

For the purpose of vacation accrual, all employees who transfer into a 52/49 week position (as defined in Section 8.02) and who has worked in 10 or 9 ½ month position at 1400 hours or more during a full school term will be credited for each year of service. In addition, any employee who has worked less than 1400 hours in a full school term will receive 6 months of vacation credit for each school term.

**11.02.9 Mandatory Use of Vacation**

For an employee whose employment is to be terminated for any reason, the District may elect to require such employee to use all unused vacation prior to the employee’s last day of employment.

**ARTICLE 12 – HOLIDAYS**

**12.01** Eligible employees as per Section 8.02 will be paid for twelve (12) paid holidays during their work year:

- |                                    |                            |
|------------------------------------|----------------------------|
| New Year’s Day                     | Labor Day                  |
| Lincoln’s Birthday/President’s Day | Columbus Day               |
| Veterans’ Day/Martin Luther King   | Spring Break Day           |
| Memorial Day                       | Thanksgiving Day           |
| Independence Day                   | Friday after Thanksgiving  |
| Christmas Day                      | 1 day during Winter Break* |

\*The administration on an annual basis will designate one day during the winter break period as a paid holiday. This day may or may not be a scheduled work day.

In addition, eligible employees shall receive pay for Board granted holidays that fall within their regular work year.

**12.02** Should the Board decide to waive a holiday through the State Board of Education; the Board will guarantee the number of days an employee is entitled to be re-designating the day with the approval of the Association. If the Board is unable to re-designate the day for a particular employee, the Board shall provide that employee with a floating holiday, which can be taken by the employee on any day with the advanced approval of his/her immediate supervisor. If the Board is unable to re-designate the day for or provide a floating holiday to a particular employee, that employee shall be paid his/her regular rate of pay for working the holiday plus double time for actual hours worked.

**12.03** In order to be eligible to receive holiday pay, an employee must work his/her last scheduled work day preceding the holiday and his/her first scheduled work day following the holiday. If an employee is on a paid sick or bereavement leave, specially approved personal leave, vacation or jury duty when a holiday occurs, he/she still will receive holiday pay. Payment for Memorial Day and Labor Day will be provided for 9 ½ and 10 month employees if they are unable to work the day before or after the holiday due to the school calendar.

**12.04** Should the Superintendent close school early on the day before a holiday, only employees who are then physically present at work will benefit. No other employee's schedule will be adjusted.

### **ARTICLE 13 – FRINGE BENEFITS**

#### **13.01 Group Health Insurance**

**13.01.1** The Board shall provide a group insurance program and negotiated contributions for the term of this Contract for full-time employees actively working for the Board.

**13.01.2** The extent of the Board's obligations under this Article shall be limited to the payment of the cost of negotiated levels of premiums for the group insurance program, and covered employees shall be entitled to those benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued hereunder. Neither the Board nor the Association shall be obligated to pay any insurance benefits directly to employees.

**13.01.3** The District will pay its contribution toward the 9 ½ and 10 month employee's monthly Insurance premiums through the summer if the employee signs an "intent to return" form at the completion of the school year. If the employee does not return at the beginning of the following school year, he/she is required to refund to the District the amounts paid for summer premiums.

**13.01.4** An Educational Support staff member who retires may retain his/her current insurance coverage under District programs, subject to relevant Board policies, at his/her complete expense toward the timely payment of premiums. It is understood that the coverage may change from time to time.

### 13.02 Disability Insurance

The Board will provide disability insurance coverage to members of the bargaining unit with the full cost to be paid by the Board. Any increases in the disability insurance rate from .30 cents per thousand will be shared on a 50/50 basis between the Board and the individual employee. Such employee contributions will be subject to payroll deduction. If the disability insurance rate drops below the .30 cents per thousand rate level, the Board will not reimburse the employee for the difference.

The Board will pay its portion of the monthly health insurance premium(s) for an ESP on temporary disability for 12 subsequent premium months, or the period he/she is on temporary disability. An ESP not eligible for temporary disability shall have his/her monthly health insurance premium(s) paid for by the Board for 3 months after the individual no longer receives salary or sick pay from the Board.

### 13.03 Flexible Spending Accounts

It is the intention of the Board of Education to have its health flexible spending arrangement qualify as an excepted benefit under the Internal Revenue Code and applicable Treasury regulation (26 CFR § 54.9831-1(c)(3)(v)). For full -time employees (i.e., those employees who work 35 hours or more per week) who elect not to participate in any district health insurance plan and who certify that they have health insurance from another source the Board shall contribute to the employee's health flexible spending account ("health FSA") an amount not to exceed one thousand dollars (\$1,000.00) in the FSA Plan Year. The amount contributed by the Board shall be calculated so that the maximum amount payable from the health FSA to the employee will not exceed the greater of: (a) two times the employee's salary reduction election for the health FSA for the FSA Plan Year; or (b) \$500 plus the amount of the employee's salary reduction election to the health FSA for the FSA Plan Year. In no event shall the Board's contribution exceed one thousand dollars (\$1,000.00) for any employee during any FSA Plan Year. Below are the examples demonstrating the Board's contribution levels under the above arrangement:

Employee Salary Reduction	Board Contribution
\$0	\$500
\$250	\$500
\$750	\$750
\$1,000	\$1,000
\$1,250	\$1,000

Employees who work at least twenty (20) hours per week but less than thirty-five (35) hours per week and who elect not to participate in any district health insurance plan and who certify that they have health insurance from another source shall receive a Board contribution of five hundred dollars (\$500.00) to their health FSA for the FSA Plan Year. Employees who work less than twenty (20) hours per week and who elect not to participate in any district health insurance source may participate in the health FSA, but shall not receive a Board contribution to their health FSA.

If the laws governing employer contributions to health flexible spending arrangements change in the future or are further clarified such that the employer contributions made by the Board pursuant to the section 13.03 of this contract can exceed current levels without causing the health flexible spending arrangement to cease to qualify as an excepted benefit as described above or otherwise cause the health flexible spending arrangement to be disqualified or subject to penalty, either party may reopen this provision of the contract by sending a written request to the other party. In no event, however, will the Board be required to contribute more than one thousand dollars (\$1,000) for any employee.

#### **13.04 Medical Insurance Board Contribution**

Effective July 1, 2002 or upon the effective date of Blue Cross PPO and HMO Plans, the premium costs will be paid as follows:

##### PPO

The Board shall pay 83% of the cost of single and family insurance.

##### HMO

The Board will pay 90% toward the cost of single and family HMO insurance.

#### **13.05 Dental Insurance Board Contribution**

**PLANS 1 AND II:** The Board will pay 50% of the cost of the Single and Family Plans.

#### **13.06 Vision Board Contribution**

The Board will pay 100% of the cost of the monthly premium for vision service for the employee. The monthly premium for dependent coverage will be at the full cost to the employee.

#### **13.07 Enrollment/Participation**

Employees reserve the right to waive participation in any District insurance plan in accordance with the provisions of applicable federal and state laws regarding tax sheltered premium payments by employees. Should the employee elect to enroll in the District insurance plan at a later time he/she is subject to the provisions within the plan document, which may include evidence of insurability.

#### **13.08 Health Insurance Reopener**

The Parties acknowledge that the Board anticipates exploring plan design changes to its group health insurance plan during its negotiations with the District 230 Teachers' Association In 2016 to ensure the cost of the plan does not trigger the Cadillac tax under the Affordable Care Act, which is currently scheduled to take effect in 2018. Once the negotiations begin with the Teachers' Association, the ESP Association may request to, and if so requested, the parties shall, reopen Article 13 of this Agreement solely for the purpose of negotiating plan design changes to the group health insurance plan. Any such request to reopen shall be made in writing.

### **13.09 Insurance Committee**

An Insurance Committee will be established for the purpose of maintaining quality insurance coverage. The Committee will be responsible for obtaining and reviewing all pertinent documents related to health plan operation, including claim experience, plan expenditures, and surveying plan participants on satisfaction levels with the current plan. The Committee will also be responsible for examining rate renewal projections from plan administrators, obtaining competitive bids on insurance and possible reinsurance programs, reviewing wellness programs as needed, and reviewing any and all other benefit related issues pertaining to insurance.

This Committee shall consist of members from the administration as well as a proportionate number of members from each bargaining unit within District 230 appointed by their respective bargaining units. The Committee will be trained in plan operations, including data interpretation, and emerging issues and future trends in the industry.

The Committee shall meet at the call of the Superintendent and/or Association President. The Committee shall make recommendation(s) to the Board and their respective unions on changes to the insurance program.

## **ARTICLE 14 – RETIREMENT INCENTIVES**

### **14.01 District 230 Retirement Plan**

**14.01.1 Employees** who retire no later than June 30, 2017 may choose to participate in the District 230 Retirement Plan.

**14.01.2** To be eligible to participate in the District 230 Retirement Plan, the employee must meet the following criteria:

1. Must be age 55 and above at the time of retirement
2. Have worked for the District a minimum of 15 years
3. Submit an irrevocable notice of intent to resign for the purpose of retirement at least 60 calendar days prior to their actual retirement date.  
(For example, eligible participants retiring as of the end of the work day June 30, 2017 must submit an irrevocable letter of retirement no later than May 1, 2017.)

**14.01.3** Employees selecting this option will have their unused vacation days paid out in a lump sum prior to their last day of active employment, subject to section 15.01 regarding IMRF Earnings Limitation, in which case any amount over the limitation shall be paid post retirement.

**14.01.4** For eligible retirees who have submitted their notice of retirement and who meet the eligibility requirements listed above, the District shall reimburse up to Five Thousand Dollars (\$5,000.00) per year for the purchase of health insurance and/or supplemental plans (such as life, dental, optical, etc.) for a period of five (5) years.

This retirement plan shall expire as of the end of the work day, June 30, 2017.

#### **14.02 Unused Sick Days**

Employees who have completed ten (10) full years of employment for the District will be paid upon retirement to IMRF from the District for all unused sick leave days at the rate of thirty dollars (\$30.00) per day for any days not used for service credit with IMRF, subject to section 15.01 regarding IMRF Earnings Limitation, in which case any amount over the limitation shall be paid post retirement.

#### **14.03 Unused Vacation Days**

For retirees who do not meet the eligibility requirements of section 14.01, unused vacation leave days will be paid post-retirement and will not be considered creditable earnings.

#### **14.04 Request to Revoke Retirement**

An employee's notice of intent to resign for the purposes of retirement shall be considered irrevocable. However, prior to the employee's effective date of retirement, the employee may submit to the Board a request to revoke his/her notice of intent to resign for the purposes of retirement based on a significant change in the employee's life circumstances. Upon receipt of such a request, the Board may, in its sole discretion, permit the employee to revoke his/her notice of intent to resign for the purposes of retirement. The Board's decision to either grant or deny the request shall be considered non-grievable, non-arbitrable, and non-precedential.

### **ARTICLE 15 – PAYROLL PROCEDURES**

#### **15.01 Wages**

Effective July 1, 2015, employees shall be paid on an hourly basis in accordance with the Classification Schedule (Appendices B-1 for returning employees and B-2 for new employees)-attached hereto and made a part hereof.

All wages are subject to withholding as required by law. No other deductions will be made unless the employee authorized them. All authorizations must be in writing, on forms provided by the Business Office. The percentages of contributions to FICA and IMRF shall be given to each employee every January.

#### **IMRF Earnings Limitation**

In order to avoid any excess wage contribution, the parties agree that in no instance shall creditable earnings for any bargaining unit member be permitted to exceed his/her prior year's creditable earnings by more than six percent (6%) except by written approval of the Superintendent or designee, unless such earnings are exempt from the IMRF excess wage accelerated contribution. Accrued and unused vacation pay due to an employee under Illinois law upon termination of employment will be paid in the second month following the employee's month of termination (for example, an employee terminating employment on May 15 will receive pay for any accrued and unused vacation in the month of July.) Where permitted by law, and to avoid any excess wage contribution, the parties may agree to revise other earnings payments by paying such excess earnings post retirement (payable the second month following the month of the employee's termination) so as not to qualify as creditable earnings. If revising the payment schedule would not avoid the excess wage contribution, then such earnings shall be capped by the terms of the above 6% rule with any additional earnings forfeited unless approved by the Superintendent or designee.

### **15.02 Payday**

District employees are paid on the semi-monthly spread system. When a payday falls on a holiday, the employee will be paid on the last working day before the holiday. The 9 ½ and 10-month employee hired before the commencement of the 2004-2005 school year shall have the option of spreading his or her salary over 24 or 20 pays for the 2004-2005 school year. Thereafter, such employees who elected 24 pays shall not be permitted to change to 20 pays. Such employees who elected 20 pays shall be permitted to change to 24 pays provided once changed to 24 pays, such employee may not return to 20 pays. This election must be made by August 1 each year.

### **15.03 Wage Adjustments**

Payroll adjustments for overtime or any deductions will be made on the earliest payday practicable following the pay period where the reason for the adjustment occurred.

### **15.04 Payment of Final Wages**

For any pay due at the time an employee leaves the employ of the District, the employee must pick up his/her final paycheck in the Human Resources office unless other arrangements are approved by the Principal or the Superintendent or his/her designee.

**15.05** The Board shall not change any payroll procedures hereunder without notice to the Association and, upon request, consultation with the Association.

### **15.06 Extra Pay**

Extra-curricular activity pay will be in compliance with the "Extra Duty Pay Form" and procedures currently in use by the District. Guidelines for extra pay assignments have been established in the Teachers' Association Contract.

### **15.07 Pay for Extra Work**

**15.07.1** At the beginning of each school year, the District shall provide the Administration and faculty with a memorandum detailing the process a sponsor is to follow if he/she wants an ESP to perform work for the sponsor.

**15.07.2 (a)** 9 ½ and 10 month employees who work additional days in their regular assignment beyond their contractual work year, shall be paid at the following contracts year's respective hourly rate for their position once established.

(b) An employee who works in the position of another bargaining unit member in place of the employee's regular assignment during the employee's contractual work year shall be compensated at the employee's regular hourly rate and shall receive additional compensation for any applicable classification differential. If the position continues beyond the employee's contractual work year, the employee shall be compensated at the following contractual year's respective hourly rates except of temporary positions as described in Section 15.08.

**15.07.3** Extra work assignments such as registration, residency verification, and schedule pickup, shall be posted for five (5) days when they become available, except in cases of emergency. The Administration shall consider candidates for such assignments based on seniority, certification (if applicable), qualifications, merit, ability, and relevant experience, with no single factor being determinative.

#### **15.08 Hiring Temporary Employees**

15.08.1 The Administration shall offer temporary employment to a person to replace an ESP employee who is out on sick leave, vacation or for another reason, as deemed appropriate by the Administration.

15.08.2 Employees who are interested in temporary positions during work periods when they are otherwise not scheduled to work shall contact the Human Resources Department, via electronic submission, to add their name to the Temp List. Such employees shall be given first consideration for these openings and, if hired, shall be paid the temp rate. For purposes of this provision, the term "first consideration" means an opportunity to be interviewed prior to the interview of any non-bargaining unit candidates, and shall not be construed as automatic preferential hiring over any other candidate.

15.08.3 Any temporary position that becomes permanent will be posted in accordance with Section 7.02. For purposes of Section 15.08 "temporary" positions shall be defined as those positions lasting for a duration of 60 work days or less.

#### **15.09 Aides as Substitute Teachers**

An aide, whose position falls into the ESP, and who is also certificated as a teacher or as a substitute teacher, may be required to act as a substitute teacher in the absence of the teacher for whom he/she directly works. When the Aide is functioning as a substitute teacher, he/she will be compensated according to the provisions in the current Teachers' Association collective bargaining agreement for substitute teaching, in lieu of the substituting aide's regular hourly rate of pay.

### **ARTICLE 16 – HEALTH AND SAFETY**

**16.01** The employer shall provide a safe and secure work environment. Where working conditions are unsafe, the employer will make a concerted effort to reassign employees to available work. Where such a reassignment is not made, the employee may use any accumulated vacation or personal time or, at the employee's choosing, he/she may be relieved of duty without pay.

**16.02** The Education Support Professionals' Association shall appoint a member to serve on each building level health and safety committee.

## ARTICLE 17 – GRIEVANCE PROCEDURE

**17.01** A grievance is any claim by the Association or any employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement. The parties acknowledge that it is desirable (first) for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications and (second) for further free and informal communications between involved parties, including the Principal and union leadership. Should the informal process fail to satisfy the employee or the Association, a grievance may be processed as follows (work days as used in this Article mean work days for 52 week employees):

- STEP 1** The aggrieved employee must first present the grievance in writing to his/her immediate supervisor. The time limit for the filing of a grievance shall be fifteen (15) work days after the employee could reasonably have had knowledge of the event, which gave rise to the grievance. The immediate supervisor shall hold a meeting with the grievant within ten (10) work days of the receipt of the written grievance. Within five (5) days after the hearing, the supervisor's response including reasons shall be provided to the grievant and Association.
- STEP 2** If the matter is not settled at Step 1, the grievance may be appealed within five (5) work days of the date of receipt of the Step 1 response to the Principal, or his/her designee/representative. Within (10) work days of receipt of the appeal, the Principal shall hold a meeting with the grievant. Within five (5) days of the meeting the grievant and Association shall receive the Principal's written response including reasons.
- STEP 3** If the matter is not settled at Step 2, the grievance may be appealed within ten (10) work days to the Superintendent, or his designee/representative. Within ten (10) work days of receipt of the appeal, the Superintendent shall hold a meeting with the grievant. Within ten (10) days of the meeting the grievant and Association shall receive the Superintendent's written response including reasons.
- STEP 4** If the Association disagrees with the decision of the Superintendent, it shall notify the Superintendent within twenty (20) working days of the date of receipt of his written response of the Association's desire to have the grievance processed to binding arbitration. The impartial arbitrator shall be chosen from a list to be provided to the parties by the American Arbitration Association. The cost of the arbitration shall be shared equally by the Association and the Board.
- a.** The arbitrator shall not add to, subtract from, or alter the provisions of the Agreement. His/her decision must be based solely upon his interpretation of the meaning of application of the express relevant language of the Agreement. This restriction is not to be interpreted as denying to the arbitrator the use of appropriate and recognized tools of contract interpretation, such as evidence of intent of parties or past practice.

- b. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.
- c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

**17.02** Timelines must be strictly observed by the aggrieved and/or union, and if not strictly met, the problem or grievance shall be considered waived. However, the parties may mutually agree to alter timelines. Any such agreement must be in writing.

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

**17.04** Upon agreement of the parties, a grievance may be withdrawn at any level without establishing precedent.

**17.05** The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no employee shall be required to discuss any grievance if the Association's representative is not present.

**17.06** When an employee is not represented by the Association, the Association shall have the right to have its representative present to state its views at all stages of the grievance procedure. The Association President shall be notified of the final disposition of the grievance. Any grievance disposition shall not be in conflict with any of the terms or conditions of the Agreement.

#### **ARTICLE 18 – NO STRIKES**

**18.01** During the term of this Contract, neither the Association, nor any of its members, officers, stewards, agents or representatives, nor any employee shall instigate, authorize, call, support, sanction, encourage, maintain, or in any way take part in any strike, sympathy strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of work, or picketing of the Board's premises.

**18.02** The Association agrees that it will use its best efforts to prevent any acts forbidden in the Article and that in the event any such acts take place by any employee or group of employees, the Association further agrees it will use its best efforts to cause an immediate cessation thereof. If the Association immediately takes steps in good faith to end any unauthorized stoppages, strikes, intentional slowdown or suspension of work, the Board agrees that it will not bring action against the Association to establish responsibility for such wildcat or unauthorized strikes.

**18.03** The Board in its sole discretion may terminate the employment of or otherwise discipline any employees who engage in any act forbidden in this Article.

#### **ARTICLE 19 – CONFORMITY TO LAW**

**19.01** Should any part hereof or any provisions herein contained be rendered or declared illegal or modified by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, then that part shall be deleted from this Agreement only to the extent that it violates or contradicts the law. Should any additional modification or change be made in the Agreement, it shall be necessary that the parties mutually agree to those terms, if any, in writing.

**19.02** In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

#### **ARTICLE 20 – TERMINATION**

**20.01** This Contract shall be effective as of July 1, 2015 and shall remain in full force and effect from said date to June 30, 2018. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Contract.

**20.02** In the event such notice of a desire to amend, add to, or subtract from the terms of this Contract is given, the Board, Association and employees shall have no rights beyond the term of this Contract and the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. In the event notice to terminate this Contract is given, the Board, Association, and employees shall have no rights beyond the term of this Contract.

**20.03** This Contract constitutes a complete settlement of all outstanding issues between the Board and the Association and the employees. The terms and conditions may be modified only through the written mutual consent of the parties.

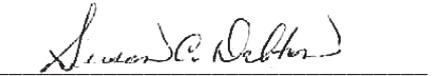
EDUCATIONAL SUPPORT  
PROFESSIONALS'  
ASSOCIATION

  
Representative

  
Representative

CONSOLIDATED HIGH SCHOOL  
DISTRICT NO. 230

  
President  
Board of Education

  
Secretary  
Board of Education

**APPENDIX A**

**CLASSIFICATION SCHEDULE**

Job Title	Category	Months	Notes
<b>Classification I</b>			
Alternative Education Afternoon Aide	S	9 ½	20 hrs. Maximum/Part-Time
Building Security	S	9 ½	
Deans' Aide	S	9 ½	
District Courier	C	12/52 wks	*
School Receptionist	C	12/52 wks	
<b>Classification II</b>			
Assistant Cashier	C	10	
Attendance Secretary	C	10	
AV Media Assistant	C	10	
AV/Media Assistant-Part-Time	C	10	
Deans' Assistant	S	9 ½	
Deans' Assistant	S	12/52 wks	
Guidance Secretary	C	12/49 wks	
Main Office Secretary	C	10	
Media Clerk	C	10	
Pupil Personnel Services Secretary	C	10	
Science Lab Aide	C	9 ½	Non-Licensed
Service Learning Secretary	C	10	
Technology Support Assistant**	T	10	Non-Licensed, Hired after 7/1/99
<b>Classification III</b>			
Assistant to the Title 1 Coordinator	C	10	
Athletic Director's Secretary	C	10	
Deans' Secretary	C	10	
Dept. Chair Secretary Special Services	C	12/49 wks	
District Office Receptionist	C	12/52	
Division Chair Secretary	C	10	
Division Chair Secretary	C	12/49 wks	
ELL Program Aide	P	10	Licensed****
Extended School Year (ESY) Secretary	C	Part-time	Summer Only
Guidance Director's Secretary	C	12/49 wks	
Media Secretary	C	10	
Nurse's Secretary	C	10	
Registrar	C	12/49 wks	
Science Lab Technician	C	9 ½	30 credit hours*****
Special Service Program Aide	P	9 ½	Licensed****
Substitute Coordinator***	C	10	
Summer School Secretary	C	Part-time	
Technology Support Assistant**	T	10	Hired Prior to 7/1/99
Technology Support Assistant**	T	10	Licensed, Hired After 7/1/99*****
Title 1 Academic Mentor	P	10	Licensed****

<b>Classification IV</b>			
Accounts Payable Bookkeeper	F	12/52 wks	
Ad Center Technician	T	12/52 wks	
Application Analyst	T	12/49 wks	
Associate Principal's Secretary	C	12/52 wks	
Building Support Technician	T	12/52 wks	
Business Services Bookkeeper*****	F	12/52 wks	
Cashier	F	12/49 wks	
Coordinator of Transportation Services	C	12/52 wks	
Human Resources Benefits Secretary	C	12/52 wks	
Human Resources Licensure Secretary	C	12/52 wks	
Instructional Services Assistant	C	12/52 wks	
Payroll Bookkeeper*****	F	12.52 wjs	
Secretary to Director of Facilities	C	12/52 wks	
Secretary to Chief Technology Officer	C	12/52 wks	
Technical Support Specialist	T	10	Work year subject to MOU

It is understood that specific additional hours/days may be required upon the administration's request up to a maximum of the equivalent of 10 days.

- \*\* Formally Computer Lab Aides
- \*\*\* Formally Building Secretary/Sub Coordinator
- \*\*\*\* Paraprofessional Licensure
- \*\*\*\*\*Formally Head Bookkeeper
- \*\*\*\*\*Formally Payroll Clerk
- \*\*\*\*\*30 college credit hours

*C - Clerical; F – Financial; P – Paraprofessional; S – Security; T - Technology*

**APPENDIX B-1**

**2015-2018 HOURLY RATE INCREASES FOR RETURNING EMPLOYEES**

ESP's, regardless of Classification, who are returning employees to the District shall receive the following annual increases over his/her hourly rate of pay for the previous year:

2015-2016	61 cents/hour
2016-2017	64 cents/hour
2017-2018	75 cents/hour

However, if the employee accepts a different position within the District that changes his/her Classification, that employee's hourly rate will change, higher or lower, whichever is applicable, based on the following differentials:

Between Classification I and II	=	\$1.00
Between Classification II and III	=	\$1.00
Between Classification III and IV	=	\$1.50

For the 2015-2016, 2016-2017 and 2017-2018 school years, employees holding the position of Ad Center Technician, Applications Analyst, or Building Support Technician will receive the annual increase identified above and an additional \$1.00/hour Technology Increase if one of the following two conditions are met:

- 1) Employees holding one of the aforementioned three positions as of September 1, 2015 will receive the Technology Increase regardless of educational level;
- 2) All employees hired into one of the aforementioned three positions after October 1, 2015, must have a Bachelor's Degree in Computer Science or a related field in order to receive the additional \$1.00/hour Technology Increase.

The Technology Increase is not applicable to any other position falling within this contract.

**Longevity:**

For the 2015-16, 2016-17 and 2017-18 school year, longevity shall be as follows: (1) after 10 years of service in the District - \$1,300 Stipend; and (2) after 15 years of service in the District - \$1,800 Stipend.

**Mid-Year Hires' Raises, and Longevity Eligibility:**

Individuals must be hired before January 1 to receive an increase on the first July 1 following their date of hire. Individuals hired after January 1 will receive the first hourly wage pay increase the 2<sup>nd</sup> July 1<sup>st</sup> following their date of hire.

**APPENDIX B-2**

**2015-2018 STARTING HOURLY RATES FOR NEW EMPLOYEES**

Year of Hire	Class I	Class II	Class III	Class IV
2015-2016	\$16.10	\$17.24	\$18.36	\$20.00
2016-2017	\$16.25	\$17.39	\$18.51	\$20.15
2017-2018	\$16.40	\$17.54	\$18.66	\$20.30

Individuals must be hired before January 1 to receive an increase on the first July 1 following their date of hire. Individuals hired after January 1 will receive the first hourly wage pay increase the 2<sup>nd</sup> July 1<sup>st</sup> following their date of hire.

All employees hired after August 12, 1999 will be placed at the starting salary of the classification for which they are hired.

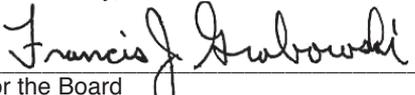
Memorandum of Understanding  
Between  
The School Board of Consolidated High School District No. 230  
And the  
Educational Support Professional Association—IEA/NEA

This Letter of Understanding made and entered into on August 30, 2012, by and between the Board of Education of Consolidated High School District No. 230, Cook County, Illinois (the "Board"), and The Educational Support Professionals' Association ("ESP") (collectively the "Parties").

The Parties hereby agree, by the attachment of signatures below, to the following:

1. Both parties agree to establish a Joint Re-Classification and Job Description Review Advisory Committee ("Committee") to (A) create a formal process for changes in reclassification of ESP job positions and to (B) review all current job descriptions.
2. The Committee will develop procedures, criteria, and an application process for ESP requesting to have their position moved to a higher classification. The Committee will look at commonalities and skills required for positions in each classification in order to determine criteria.
3. The Committee will review all current job descriptions and update duties and titles.
4. The Committee will be comprised of six (6) ESP and three (3) administrators. Each party will be responsible for appointing their own members to this committee.
5. Each party will appoint one Co-Chairperson.
6. The Committee will discuss their findings, prepare a report summarizing those findings and recommendations, and submit the report to the Board by June 30, 2013.
7. Both parties agree that the Board is not bound by the report and that the establishment of the Committee does not mean that changes will be implemented by the Board.

For the Board of Education Association  
Consolidated High School District No. 230  
Cook County, Illinois

  
\_\_\_\_\_  
For the Board

August 30, 2012  
\_\_\_\_\_  
Date

For the Educational Professionals'  
IEA/NEA

  
\_\_\_\_\_  
For the Association

September 4, 2012  
\_\_\_\_\_  
Date

Memorandum of Understanding  
Between  
The School Board of Consolidated High School District No. 230  
And the  
Educational Support Professional Association—IEA/NEA

This Letter of Understanding made and entered into on July 1, 2015, by and between the Board of Education of Consolidated High School District No. 230, Cook County, Illinois (the "Board"), and The Educational Support Professionals' Association ("ESP") (collectively the "Parties").

The Parties hereby agree, by the attachment of signatures below, to the following:

1. As set forth in Appendix A of the 2015-2018 Contract between the Board and the ESPA ("2015-2018 Contract"), Technology Support Specialists are employed on a 10-month basis.
2. The Parties agree, however, that for the duration of the 2015-2018 Contract, Technology Support Specialists shall be employed on a 12-month/49-week basis.
3. Current 12-month, 49-week Technology Support Specialists will be given two weeks of paid vacation for the duration of this contract.
4. If at any time the Board determines that its operational needs do not require that it employ Technology Support Specialists on a 12-month/49-week basis, the Board may reduce the work year of the Technology Support Specialists to a 10-month work year through a reduction in force, and the ESPA agrees to waive its right to bargain the decision or impact of such reduction in force.
5. Upon the expiration of the 2015-2018 Contract, this MOU shall also expire and the work year for Technology Support Specialists shall revert back to a 10-month work year.

For the Board of Education  
Consolidated High School District No. 230  
Cook County, Illinois

By: 

Date: 1-28-16

For the Educational Professionals' Association  
IEA/NEA

By: 

Date: 1/27/2016

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