WOODRIDGE SCHOOL DISTRICT 68 AGREEMENT BETWEEN THE BOARD OF EDUCATION and the WOODRIDGE EDUCATIONAL SUPPORT STAFF

Affiliated with I.E.A.

2023-2026

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ARTICLE I

RECOGNITION

- 1.1 The Board of Education of District 68, DuPage County, herein referred to as the "Board," hereby recognizes the Woodridge Educational Support Staff, hereafter referred to as W.E.S.S., affiliated with the Illinois Education Association and the National Education Association, as the sole and exclusive Bargaining Agent for all full-time and part-time secretaries, clerks, clerical aides, assistants, inter-office mail delivery person, registered nurse and similar classified positions, but excluding Secretary to Superintendent of Schools, Administrative Secretary to the Assistant Superintendent for Human Resources, Secretary to the Assistant Superintendent for Human Resources, Secretary to the Assistant Superintendent for Teaching and Learning, Bookkeeper, Payroll Clerk, Accounts Payable/Benefits Clerk, custodial and maintenance employees, lunch hostesses, lunch supervisors, and all supervisors, managerial, and confidential employees as defined under the Illinois Educational Labor Relations Act.
- 1.2 When used hereafter in this Agreement, the term "Employee" shall refer to all members of the Bargaining Unit as defined in Section 1.1 above. Employee shall not include persons hired for a specific service, project, or task of limited duration.
- 1.3 Full-time/Part-time

An employee shall be deemed "full" or "part" time as follows:

Full-time:

Twelve (12) months or 7.5 or more hours per day.

Part-time:

Less than twelve (12) months and less than 7.5 hours per day.

1.4 Probationary Period

A new employee shall be considered a probationary employee until he/she completes a minimum probationary period of one hundred eighty (180) workdays of employment. An employee may be dismissed from employment at any time and for any reason during his/her probationary period. A written or online evaluation will be conducted within 100 workdays of employment by the evaluator.

ARTICLE II

RIGHTS OF THE PARTIES

2.1 Management Rights

Except as expressly limited by the terms and conditions of this Agreement, the Board retains its rights as the employer as set forth in 115 ILCS 5/1 et. Seq.

2.2 Union and Employee Rights

- A. <u>Right to Organize</u> Employees shall have the right to organize, join, and assist W.E.S.S. and to participate in professional negotiations with the Board through representatives of their own choosing.
- B. <u>Non-Discrimination</u> The Board shall not discriminate against any employee with respect to hours, wages, terms, or conditions of employment by reason of the employee's membership in W.E.S.S., participation in any activities of W.E.S.S., or in negotiations with the Board; nor shall the Board discriminate against any employee for the employee's institution of any grievance under this Agreement.
- C. <u>Agenda Information</u> Upon request, the Board shall also furnish regularly and routinely prepared information concerning the financial condition of the District, including the annual financial audit and the tentative and adopted budgets, and other readily available and pertinent information relevant to negotiations. The Board shall not be required to research or assemble information or to disclose any data which is not available to the public.
- Dues Deductions The Board agrees to deduct from the salaries of employees dues to W.E.S.S. and its affiliates as said employees shall individually and voluntarily authorize through W.E.S.S. Deductions shall be made per pay period throughout the school term, September to June, provided the Board shall have received written authorization from the employee on or before August 31st. Deductions for employees employed after the commencement of the school terms shall be made during said months for all payrolls which occur three (3) weeks or more after receipt of written authorization of deduction by the Business Manager. The Board shall forward all sums deducted within ten (10) days to the person designated by the President of W.E.S.S. Upon the transmittal of the dues deduction, the Board shall be absolved of any and all responsibility for these funds, and W.E.S.S. agrees to indemnify and hold harmless the Board for the withholding and/or distribution of such funds unless an error has been made by the Board. W.E.S.S. agrees to furnish any information needed by the Board to fulfill the provisions of this

paragraph. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for tax sheltered annuities, Credit Union, and savings bond, or any other plans or programs jointly negotiated by W.E.S.S. and the Board.

- E. <u>Contract Distribution</u> Within thirty (30) days of ratification of this agreement by both parties, or other date as agreed by the parties, sufficient copies of such agreement shall be prepared by the Board in a form agreeable to both parties to make one copy available to each employee, administrator, and Board member. Additional copies will be provided to the President of W.E.S.S. to distribute to each new employee.
- F. <u>New Employees</u> Names and addresses of newly hired employees shall be provided, upon request, to W.E.S.S. after they are employed by the Board.

G. W.E.S.S. Release Time

- 1. W.E.S.S. shall be granted up to five (5) days of release time for W.E.S.S. business during the year. If needed, the Superintendent or designee may grant five (5) additional days for W.E.S.S. business. The President of W.E.S.S., with the concurrence of the Executive Board of W.E.S.S., shall designate the proper use of these days. W.E.S.S. shall pay the cost of substitutes for each day used. The Superintendent or designee shall be notified in writing when these days are to be used by a W.E.S.S. member. Business of W.E.S.S. shall not be conducted during school hours by anyone who has not been released to conduct such business.
- 2. The President of W.E.S.S. shall be granted up to five (5) days of release time for W.E.S.S. business during the year. The Superintendent or designee shall be notified in writing when these days are to be used by the President. The cost of the substitute shall be borne by W.E.S.S.
- H. <u>W.E.S.S. Announcements</u> With advance notice to the principal or designee, announcements of W.E.S.S. business which have no impact on the student body may be read over the intercom system in each school building before or after the student day. Announcements may also be placed on faculty bulletin boards.

- I. <u>W.E.S.S. Use of Buildings and Equipment</u> W.E.S.S. shall not be denied reasonable use of the following:
 - 1. School building for meetings of W.E.S.S. subject to general Board policy and regulations on use of facilities.
 - 2. Employee mailboxes, inter-school mail, and faculty bulletin boards for the purpose of internal communication.
 - 3. Computers, including e-mail, subject to the computer use policy as determined by the Board of Education, and photocopy machines (except for non-District owned machines) when not in use.
- J. <u>Professional Conferences</u> Each employee may apply to attend professional conferences, meetings, or workshops. Attendance may be authorized with or without full expenses and with or without full pay, but no employee shall be compelled to attend such conference without full pay and reimbursement of reasonable expenses.
- K. <u>Fair Share</u> This section has been removed based on the Supreme Court *Janus* decision. During the term of this contract, in the event there is a change in the law allowing Fair Share provisions, the parties agree to reinstate the language below.
- If, in the final year of this contract, W.E.S.S. achieves and maintains 80% membership including all of its employees, Fair Share provisions shall be negotiated and implemented for a successor agreement.

ARTICLE III

QUALIFICATIONS/CREDIT/ASSIGNMENT

3.1 Qualifications

An employee shall not be required to perform duties outside the duties of the position found in Article I, Section 1.1.

3.2 <u>Employee Notification of Assignment</u>

An employee shall be notified in writing or email as promptly as possible of any change in assignment. The employee shall have the right to confer with the administrator making such assignment within seven (7) calendar days of such notification. If the reassignment occurs between the end of the school term and the first day of pupil attendance of the next school term, the employee may resign if he/she submits a letter of resignation to the Superintendent or designee within ten (10) calendar days of the date of mailing by certified mail of such reassignment. If the reassignment occurs after the first pupil attendance day, the employee may request the right to resign, such request to be without prejudice.

ARTICLE IV

EMPLOYEE PROTECTION

4.1 <u>Complaints About an Employee</u>

When a complaint arises that reflects negatively on an employee, the administrator receiving the complaint shall notify the employee involved in the complaint. No action shall be initiated by the administration until after a conference is held between the administrator and the employee.

4.2 Right to W.E.S.S. Representation

An employee shall have the right to W.E.S.S. representation at any investigatory interview if the employee requests one and if the employee has reasonable grounds to believe that the interview may lead to disciplinary action.

4.3 Discipline

The specific grounds forming the basis for any warning, suspension, discharge or discipline will be made available to the affected employee in writing prior to the action. The Board and Administration shall adhere to the tenets of progressive discipline when addressing any alleged misconduct and shall provide the employee with an opportunity to respond to the charges prior to the implementation of suspension or discharge. Any employee suspension with loss of pay or dismissal shall be for just cause. Any suspension without pay shall not exceed twenty (20) employment days.

The Board has the right to take immediate action and may omit a step in progressive discipline for conduct which is illegal or constitutes a threat to the health or safety of others.

ARTICLE V

PERSONNEL FILE

5.1 Right to Examine File

The personnel file consists of an employee's documents located within the district's electronic payroll system, the electronic evaluation system and the paper personnel file which is located in the District's Administrative office. The District shall maintain the paper personnel file through the end of the 2023-2024 school year, at which time all paper personnel files will be destroyed. Beginning with the 2023-2024 school year, the content of paper personnel files will be converted to electronic files.

The employee can access his/her electronic payroll or evaluation documents at any time. Upon request, an employee shall be entitled to review the contents of his/her paper personnel file through the end of the 2023-2024 school year and the electronic personnel file beginning with the 2023-2024 school year. At the request of the employee, a representative of W.E.S.S. may accompany the employee in this review. Such review shall be conducted in the presence of an appropriate administrator. An employee has the right to obtain copies of the information in the personnel file except as provided in Section 10 of the Personnel Records Review Act.

Material (excluding confidential letters of recommendation) which relate to the conduct, service, character, or personality of an employee shall be placed in his/her personnel file only after the employee has been afforded an opportunity to sign the material and attach his/her comments to the file copy of the material. It is understood that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with its contents.

5.2 Rights to Respond

An employee shall have the right to submit a written statement explaining his/her position with respect to any document in his/her file.

ARTICLE VI

SENIORITY

6.1 <u>Definition of Seniority</u>

Seniority shall be defined as continuous length of service with District 68 in the bargaining unit. After completion of the probationary period in Article I, accumulation of seniority shall be counted from the employee's first working day in a position in the bargaining unit.

The Seniority List shall list seniority by the date of hire in a bargaining unit position and by the category in which an employee works.

6.2 <u>Transfers to Another Category</u>

If an employee is voluntarily or involuntarily transferred to another category, the employee's seniority status shall be carried over to the new category. Subsequently, if a voluntarily or involuntarily transferred employee returns to his/her prior category, the employee's seniority status shall be retained. In the case of an involuntary transfer the transferred employee shall be placed on the new category step closest to their current pay, but in no case lower than the current rate of pay. In the case of a voluntary transfer, the transferred employee shall be placed on the new category pay scale at the same step for the new category as the prior category.

6.3 <u>Ties in Seniority</u>

Should more than one employee have the same starting date of work, then seniority shall be determined by:

The date on which the employee was hired; and then by

The date on which the employee's completed job application was received.

Determined by lots.

6.4 Maintaining and Posting Seniority Lists

- A. The Superintendent, or designee, shall prepare, maintain and email W.E.S.S. members the seniority list by February 1 of each school year.
- B. A copy of the seniority list and subsequent revisions shall be furnished to W.E.S.S. members. Any employee disagreeing with their seniority placement shall respond in writing to the Superintendent or designee and W.E.S.S. President within ten (10) working days after the effective date of the posting.

Upon the expiration of the ten (10) working day period, the seniority list shall be deemed to be final and may not be modified without mutual agreement of the parties.

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.1 Any written claim by W.E.S.S. or an employee(s) that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be considered a grievance.
- 7.2 All time limits consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school year. The time limits shall consist of all week days in order that the matters may be resolved before the close of the school year or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee employment days.
- 7.3 At least one (1) W.E.S.S. representative and one (1) representative of the Administration shall be present at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the employee's supervisor and having the grievance adjusted without intervention of W.E.S.S. as long as the adjustment of said grievance does not constitute a violation of the Collective Bargaining Agreement, direct dealing with the aggrieved bargaining unit member or members or a violation of any other law.
- 7.4 The parties hereto acknowledge that it is usually most desirable for an employee(s) and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee(s), a W.E.S.S. representative may accompany the employee(s) to assist in the informal resolution of the grievance. However, if such informal processes fail to satisfy the employee(s) or W.E.S.S., a grievance may be processed as follows:

Step 1 The filing of a grievance at this step shall be no later than twenty-five (25) days following the occurrence complained of as the basis for the grievance or within twentyfive (25) days of when the occurrence should reasonably have been ascertained. The employee or W.E.S.S. may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievance being presented shall be dated. Upon receipt of the grievance, the immediate supervisor shall initial and date the grievance. The written grievance shall identify the grievant with the grievant's signature and the date signed, shall state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated, shall describe the date, place and events leading up to the grievance, shall identify the supervisor who was allegedly responsible and shall state the remedy requested. A representative of W.E.S.S., the aggrieved employee, the immediately involved supervisor and another administrator shall be present for the meeting. The supervisor shall provide a written answer to the grievance to the aggrieved employee and W.E.S.S. within ten (10) days after the meeting. This answer shall include the reasons for the decision.

Step 2 If the grievance is not resolved at Step 1, then W.E.S.S. may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the written answer in Step 1 or within ten (10) days after the meeting described in Step 1, whichever is the later. The Superintendent or designee shall arrange for a meeting with the parties identified in Step 1 to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent shall have ten (10) days in which to communicate the Superintendent's written decision with reasons to the employee or W.E.S.S.

Step 3 If W.E.S.S. is not satisfied with the disposition of the grievance at Step 2, or the time limits expire without the insurance of a reply by the Superintendent, W.E.S.S. may submit within twenty-five (25) days the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty-five (25) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn. The arbitrator shall have no power to alter the terms of this Agreement. Each party shall bear the full cost of its representation in any hearing or other procedure before the arbitrator. Any fees due the arbitrator shall be divided equally between the parties.

- 7.5 A class grievance involving an administrator above the building level may be initially filed by W.E.S.S. at Step 2. If W.E.S.S. and the Superintendent agree, any step of the grievance procedure may be by-passed and the grievance brought directly to the next step. If the Superintendent and W.E.S.S. agree, a grievance may be submitted directly to arbitration.
- 7.6 Until final disposition of a grievance occurs, the grievant is required to conform to the original direction of his/her supervisor.
- 7.7 The Board acknowledges the right of the grievance representative of W.E.S.S. to participate in the processing of a formal grievance at any level, and no employee shall be required to discuss any grievance if the representative of W.E.S.S. is not present.
- 7.8 The Board shall cooperate with W.E.S.S. in its investigation of any grievance and further, they shall furnish W.E.S.S. with available information necessary for the processing of any grievance.
- 7.9 No reprisal of any kind shall be taken against an employee(s) because of his/her participation in any grievance.
- 7.10 All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.

- 7.11 A grievance may be withdrawn at any level without establishing precedent.
- 7.12 Any investigation or other handling or processing of any grievance by the grieving employee or W.E.S.S. or its representatives shall be conducted so as to result in no interference with or interruption of the instructional program.
- 7.13 If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

ARTICLE VIII

VACANCIES, TRANSFERS AND PROMOTIONS

8.1 Vacancies

The Superintendent or designee shall post by email to all employees, a notice of all current or newly created positions and all promotional vacancies as they become available. The resignation of an employee shall not be interpreted as a vacancy in the School District if that position is one not to be filled or is filled through an involuntary transfer. No such vacancy, except in the case of emergency, shall be filled on a temporary basis until such vacancy shall have been posted for at least ten (10) school days. During the summer vacation, vacancy notices shall be emailed to all employees. The Superintendent or designee shall maintain a list of vacancies as they occur by school, grade level, and subject in the District Administrative Center. Such lists of vacancies shall be readily available to W.E.S.S.

8.2 <u>Transfers</u>

- A. <u>Voluntary Transfer</u> Any employee may apply for transfer to another building by directing such in writing to the Superintendent or designee. The principal of the building applied for shall be notified of the application. If the transfer is denied, the employee shall be informed in writing of the reasons for the denial. Any request for transfer by an employee shall be made by an employee on or before the first Monday in May.
- B. <u>Involuntary Transfer</u> Employees, involuntarily transferred to another building prior to the first day of pupil attendance, shall have the right to resign.

8.3 Promotions

The Board affirms that it supports its policy of filling vacancies, including promotional vacancies, from among qualified members of the existing staff. Promotional vacancies are defined as those positions paying a salary differential.

8.4 <u>Temporary Transfers</u>

In the event an employee voluntarily leaves their position for less than an equivalent semester for an assignment as a teacher, they shall not lose their seniority in the unit and will continue to accrue unit seniority while in the teaching position. If a reduction in force occurs in the unit, the reduction in force shall be based upon their position in the unit, and not their teaching position. The employee shall accrue no additional rights by taking the teaching position.

ARTICLE IX

WORKING CONDITIONS

9.1 **Equipment**

The Board shall provide each employee with a desk or work area and space to store coats and overshoes. Access to a lockable space shall also be made available.

9.2 Workday/Work Year for Clerical Employees

- A. <u>Twelve (12) Month Secretaries</u>
 - The workday for twelve (12) month secretarial employees shall be from July 1 through June 30.
- B. <u>Extra Hours for Clerical Employees</u>

Any changes to the number of extra clerical hours shall be discussed with W.E.S.S. prior to implementation.

9.2 Workday/Work Year for Clerical Employees (X = required day of work)

Job Title	Work Year	# hours per day	# paid holidays	Vacation Days	# Days worked	Institute Days	P/T Conf. Days
12-month PPS Secretary	* 261	7.0	13	20 + Win. Brk	**221	Х	х
Jr. High Principal Secretary	* 261	7.5	13	20 + Win. Brk	**221	Х	Х
Jr. High Secretary	* 214	7.5	12		202	Х	х
Elem. Principal Secretary/ PPS Secretary/District Bilingual Liaison	* 214	7.5	12		202	Х	х
Jr. High Health Aide	* 214	7.5	12		202	Х	Х
Jr. High LRC Assistant	*197	7.5	12		185	Х	Х
Elementary Health Aide	*214	7.5	12		202	Х	Х
Elementary LRC Assistant	*194	6.5	10		184	Х	Х
Jr. High P/T Secretary	*212	6.5	10		202	Х	Х
PPS Clerk	201	6.0	10		191	Х	Х
Jr. High Clerical Aide	180	4.0	10		170		
District Mail Person	211	3.0	10		201	Х	х

^{*} For these positions, the Work Year Total will include the additional seven (7) hours worked as described in Paragraph 9.35.

^{**} On years where there is a 262-day Work Year, the 12-month PPS Secretaries and the Junior High Secretary will get the day before Thanksgiving as a paid non-workday. On years where there are 261 or 260-day Work Year, the 12-month PPS Secretaries and the Junior High Secretary will use a Personal or Vacation Day the day before Thanksgiving. On years where there is a 260-day Work Year, the 12-month PPS Secretaries and the Junior High Secretary will have 234 combined holidays and actual workdays.

9.3 <u>Workday/Work Year for All Teaching Assistants</u> (X = Required Day of Work)

	Inclusion/ MLP/Autis m	Pre-School	Title I	Title III	Enrollmen t
Administrator	Building Principal	Building Principal	Asst. Sup. for Teaching & Learning	Asst. Sup. for Teaching & Learning	Building Principal
Supervisor/ Supervising Teacher	LBS Teacher	ECSE Teacher	Building Principal	Building Principal	Classroom Teacher
Days					
August Training (prior to start of school)	If Notified	If Notified	If Notified	If Notified	70 m
August Teacher Institute Days (Hours as scheduled)	х	х	If Hired	If Hired	Sec. (52, 10)
Student Attendance Days (Regular Work Hours)	х	x	х	х	X
1/2 day Student Attendance (Hours as scheduled which can include inservice day)	х	х	х	х	х
School Improvement Elementary (Hours as scheduled)	х	х	х	х	
School Improvement Jefferson (Hours as scheduled)	х	X	х		
Spring Institute Day (Hours as scheduled)	x	Х	X	х	
Full Day Parent/Teacher Conference Days					

A. <u>Inclusion Teaching Assistants</u> (3.25 hours, 6.5 hours, or 7 hours)

- 1. All Inclusion Teaching Assistants will work all student attendance days including 4 School Improvement Days, plus three (3) Institute Days, for a total day count of 177.
- 2. Selected Inclusion Teaching Assistants will be required to attend Inclusion Teaching Assistant training.
- 3. Inclusion Teaching Assistants are required to work the normally scheduled number of hours on full days of pupil attendance.
- 4. Inclusion Teaching Assistants are required to work student attendance hours on any shortened student attendance day. If student attendance ending hours fall within a quarter hour, work time will be rolled to the next quarter hour.
- 5. All Inclusion Teaching Assistants are required to attend scheduled Teaching Assistant training/collaboration on School Improvement Days.
- 6. Inclusion Teaching Assistants are required to work on all Institute Days except those designated as Parent/Teacher Conferences.

B. <u>Modified Learning Plan (MLP) and Autism Teaching Assistants</u> (7.0 hour)

- MLP/Autism Teaching Assistants will work all student attendance days, including 4 School Improvement Days, plus three (3) Institute Days, for a total day count of 177.
- 2. Selected MLP/Autism Teaching Assistants will be required to attend MLP/Autism Teaching Assistant training.
- 3. MLP/Autism Teaching Assistants are required to work the normally scheduled number of hours on full days of pupil attendance.
- 4. MLP/Autism Teaching Assistants are required to work student attendance hours on any shortened student attendance day. If student attendance ending hours fall within a quarter hour, work time will be rolled to the next quarter hour.
- 5. All MLP/Autism Teaching Assistants are required to attend scheduled Teaching Assistant training/collaboration on School Improvement Days.
- 6. MLP/Autism Teaching Assistants are required to work on all Institute Days except those designated as Parent/Teacher Conferences.

C. <u>Enrollment Teaching Assistants</u> (3.25 hours, or 6.5 hours)

- 1. Selected Enrollment Teaching Assistants will be required to attend Enrollment Teaching Assistant training.
- 2. Enrollment Teaching Assistants are required to work the normally scheduled number of hours on full days of pupil attendance.
- 3. Enrollment Teaching Assistants are required to work student attendance hours on any shortened student attendance day.
- 4. Enrollment Teaching Assistants do not work on full days designated as Parent/Teacher Conferences or Institute days.

D. <u>Pre-School Teaching Assistants</u> (3.25 hours, or 6.5 hours)

- 1. Pre-School Teaching Assistants will work all student attendance days, including 4 School Improvement Days, plus three (3) Institute Days, for a total day count of 177.
- 2. Selected Pre-School Teaching Assistants will be required to attend Pre-School Teaching Assistant training.
- 3. Pre-School Teaching Assistants are required to work the normally scheduled number of hours on full days of pupil attendance.
- 4. Pre-School Teaching Assistants are required to work student attendance hours on any shortened student attendance day. If student attendance ending hours fall within a quarter hour, work time will be rolled to the next quarter hour.
- 5. All Pre-School Teaching Assistants are required to attend scheduled Teaching Assistant training/ collaboration on School Improvement Days.
- 6. Pre-School Teaching Assistants are required to work on all Institute Days except those designated as Parent/Teacher Conferences.

E. Other Teaching Assistants (various hours as required)

- 1. This Teaching Assistant section includes, but is not limited to, Title III (Immigrant) Teaching Assistants, or any other new Teaching Assistant job description.
- 2. Selected Other Teaching Assistants will be required to attend Other Teaching Assistant training.
- 3. Other Teaching Assistants are required to work their normally scheduled number of hours on full days of pupil attendance.
- 4. If Other Teaching Assistants are normally scheduled to work on a shortened student attendance day, they are required to work during the student attendance hours.
- 5. All Other Teaching Assistants are required to attend scheduled Teaching Assistant training/ collaboration on School Improvement Days.
- 6. Other Teaching Assistants are required to work on all Institute Days except those designated as Parent/Teacher Conferences.

F. <u>Title I Teaching Assistants</u> (6.5 hour)

- 1. Title I Teaching Assistants will work all student attendance days, including 4 School Improvement Days plus three (3) Institute Days, for a total day count of 177.
- 2. Selected Title I Teaching Assistants will be required to attend Title I Teaching Assistant training.
- 3. Title I Teaching Assistants are required to work the normally scheduled number of hours on full days of pupil attendance.
- 4. Title I Teaching Assistants are required to work student attendance hours on any shortened student attendance day. If student attendance ending hours fall within a quarter hour, work time will be rolled to the next quarter hour.
- 5. All Title I Teaching Assistants are required to attend scheduled Teaching Assistant training/collaboration on School Improvement Days.

6. Title I Teaching Assistants are required to work on all Institute Days except those designated as Parent/Teacher Conferences.

G. <u>Registered Nurse</u> (6.5 hours)

- 1. All Registered Nurse(s) will work all student attendance days including 4 School Improvement Days, plus three (3) Institute Days, for a total day count of 177.
- 2. Registered Nurse(s) will be required to attend selected training.
- 3. Registered Nurse(s) are required to work the normally scheduled number of hours on full days of pupil attendance.
- 4. Registered Nurse(s) are required to work student attendance hours on any shortened student attendance day. If student attendance ending hours fall within a quarter hour, work time will be rolled to the next quarter hour.
- 5. All Registered Nurse(s) are required to attend scheduled training/collaboration on School Improvement Days.
- 6. Registered Nurse(s) are required to work on all Institute Days except those designated as Parent/Teacher Conferences.

9.35 Professional Development

Elementary Health Aides, Junior High Health Aide, Junior High Secretaries, including Part-time Junior High Secretary, Elementary Principal Secretaries, PPS Secretaries, Junior High and Elementary LRC Assistants and District Bilingual Liaison shall participate in seven (7) hours of pre-planned professional development/ collaboration within the district.

Instructional Assistants shall participate in seven (7) one (1) hour pre-planned Monday meetings (or Wednesday equivalent at Jefferson Junior High) throughout the course of the school year for professional development, including online trainings and reflective practices.

Instructional Assistants may be provided time within the school day to collaborate with teachers on matters relating to their responsibilities, such as student progress and work assignments on a weekly basis.

9.4 Overtime

Employees who have worked assigned, pre-approved work time in excess of forty (40) hours worked per week shall be given overtime pay at the rate of one and one-half (1.5) times the employee's regular rate of pay. All overtime must be pre-approved by the Superintendent or designee. All overtime hours must be reported on the employee's time card, or through "swiping" as directed by the District. Days not worked for other reasons shall not count toward the full work week period (e.g., sick leave, personal leave, vacation, paid holidays).

9.45 <u>Duty Free Meal Period</u>

Employees assigned a 30-minute duty free meal period shall be entitled to such during the normal working day.

9.5 <u>Holidays</u> (X = paid holiday)

Holiday	Support Staff Working 12 Months	Support Staff Working 7.5 hours, 10 Month	Support Staff Working 15 Hours or More Per Week	Support Staff Working More than 7.5 Hours and Less than 15 Hours Per Week
Independence Day	Х			
Labor Day	Х	Х	Х	
Columbus Day	Х	Х		
Thanksgiving	X	Х	Х	X
Day After Thanksgiving	Х	Х	Х	,
Christmas Eve	Х	Х	Х	
Christmas Day	Х	Х	Х	Х
New Year's Eve	Х	Х	Х	,
New Year's Day	Х	Х	Х	Х
Martin Luther King Day	Х	Х	Х	
Lincoln Birthday/President's Day	Х	Х	Х	Х
Friday Prior to Easter	Х	Х	Х	
Memorial Day	х	Х		
Total Paid Holidays	13	12	10	4

Support Staff who work 7.5 hours per week or less will have no paid holidays.

*In the event that any of the paid holidays as listed in the contract become a required day of work, the employee shall receive a day of pay applied during spring break.

9.6 Vacations

All 12-month employees shall receive a vacation of twenty (20) days per year and all days during the winter break shall be classified as paid non-work days. Employees who are employed after July 1st shall be credited with prorated vacation benefits from the date of employment through the following June 30th. Vacation days shall be taken within twelve (12) months of the year in which it was earned.

9.7 Emergency School Closing

- A. <u>School Closing</u> When students and teachers are not required to report to school, and an E-Learning Day is not scheduled, employees, except for those employed twelve (12) months, shall not be required to work.
- B. <u>E-Learning Days</u> When an E-Learning Day is declared, employees will work remotely. Teaching Assistants will log into classes throughout the day to support students while the other employees will all work to assist the Principal and Directors remotely as needed.
- C. <u>School Closing/Leave Days</u> When the schools are officially closed by the Superintendent, no paid leave days previously arranged by an employee will be deducted for such emergency days, nor shall an employee be charged with loss of pay or deduction of any paid leave days unless the employee is unable to work remotely.

9.8 <u>Telephone</u>

Private telephone facilities shall be made available for school related business to all employees.

9.9 Joint Committee

The Board of Education and W.E.S.S. recognize the value of collaborative problem solving and communication. To discuss issues of concern, the Superintendent and a designee will meet with W.E.S.S. officers and/or designee once a month during the school year unless both parties mutually agree not to meet. If mutually agreed, other resource personnel may be designated to attend.

ARTICLE X

TIME EXCEPTION GUIDELINES

- 10.1 If an employee is absent, the employee will use the District's electronic reporting procedures to report absences. <u>ALL</u> Personal days must be pre-approved by the Assistant Superintendent for Human Resources, in advance of the day requested.
- 10.2 If an employee is absent for less than half of his/her regular hours, a reason for the absence must be provided to the Principal, with as much notice as possible, and marked on the swipe card exception sheet or provided in writing/email to the building secretary.

For Example:

Dr. Appointment (that otherwise could not be scheduled

outside of the workday), no pay

Car Trouble, no pay Child sick, no pay

Went home sick, no pay

Etc.

By following this process, no sick time will be charged and no sick time will be paid. The employee will be paid only for the hours actually worked.

10.3 If an employee is absent for more than half of his/her regular hours, a reason for the absence must be provided to the Principal, with as much notice as possible, and marked on the swipe card exception sheet or provided in writing/email to the building secretary.

For Example:

Dr. Appointment (that otherwise could not be scheduled

outside of the workday), no pay

Child sick, no pay

Went home sick, no pay

Etc.

By following this process, the employee has a choice to take a half or full paid sick day. The employee will be paid only for the hours actually worked if the employee does not have any available paid sick leave days.

10.4 If an employee is requested to work more than his/her regular hours, the extra time must have prior authorization by the Principal. The swipe card exception sheet should be marked or a communication should be provided in writing to the building secretary to reflect the difference in hours.

For Example:

Staffing for...

Teaming for...

Meeting with...

The Principal must sign off and the employee will be paid for the additional time.

10.5 Under no circumstances are employees to "swipe in" or "swipe out" any other employee for the start or end of the day or for any other purpose. Any issues surrounding swiping in or out or otherwise related to hours worked will be brought to the immediate supervisor for resolution.

ARTICLE XI

PROCEDURE FOR REPORTING ABSENCES

11.1 It shall be the responsibility of the employee to notify his/her immediate supervisor(s) to report an absence. An educational support employee is required to enter any absence, into the District's electronic absence reporting system. Employees that require a substitute will have the assignment made automatically through the electronic absence management system.

ARTICLE XII

LEAVES

12.1 Sick Leave

The following educational support personnel employees shall be credited with the following sick days as listed below. The employee shall be credited the first day the employee works each school year.

Support Staff Working 12 Months	Support Staff Working 7.5 hours, 10 Month	Support Staff Working 15 Hours or More Per Week	Support Staff Working More than 7.5 Hours and Less than 15 Hours Per Week	Support Staff Working Less than 7.5 Hours Per Week
15	12.5	10	5	0

- A. Educational support personnel employees who are employed after the beginning of the school year shall be credited with prorated sick leave benefits.
- B. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household, or adoption, or placement for adoption or the acceptance of a child in need of foster care. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents in-law, sisters in-law, brothers in-law, stepparents, stepchildren, and legal guardians.
- C. After an educational support personnel employee has been absent 3 consecutive days, the Superintendent or designee shall possess the authority to request a certificate or other evidence of illness from a licensed physician.
- D. Sick leave shall accumulate to a maximum of 240 days. If personal illness or injury of an educational support personnel employee prolongs the absence from duty beyond an employee's cumulative days of sick leave, and the employee has exhausted other discretionary leave rights as stated in Article 12:11, the employee will no longer be considered an employee of the District and shall be advised, if eligible, to request disability benefits as provided by the Illinois Municipal Retirement Fund.
- E. Upon termination of services for any cause including retirement, no accumulated sick leave benefits shall be paid.
- F. If an employee terminates employment prior to the end of the school year, any previously paid sick and/or personal days will be pro-rated and deducted, if necessary, from the final paycheck.
- G. Upon return from a personal illness or injury, any probationary member who has exhausted all available sick and personal days, needing no less than ten (10) days, or all other members needing no less than five (5) days to avoid unpaid leave due

to such illness or injury, may request members to voluntarily contribute no more than two (2) personal or sick days toward unpaid leave. Any such donated days shall be certified by W.E.S.S. to the District, which amounts shall be deducted from the donors' accumulated personal or sick leave as directed by W.E.S.S. The District shall be held harmless to any employee for implementing this provision.

12.2 Personal and Emergency Leave

- A. Upon the approval of the Superintendent or designee, the Board shall grant two (2) full days or four (4) half days of personal leave without loss of pay for all educational support personnel.
 - Please be advised that part-time staff members who are scheduled to work only AM or PM (not the full day), the AM or PM they work is the equivalent of their full day.
- B. Such leave shall be for the purpose of personal concerns which cannot be attended to at times other than during school hours and shall not be available for purposes of recreation and/or vacation. No reason for such leave need be given. One (1) unused personal leave day may accumulate annually. Any remaining unused personal leave days shall be added to the employee's accumulated sick leave. The maximum number of personal leave days available for any year shall be three (3) days.
- C. No personal leave days shall be granted the day before or after a holiday or vacation period. No personal leave days shall be granted before or after an unexcused absence.
- D. Except in cases of emergency, written advance notice of the necessity for personal business leave shall be submitted as soon as possible to the Superintendent or the Superintendent's designee.

12.3 Absence Without Pay

Any full, half, or partial day "absence without pay" other than exceptions stated in Article 10.2 and 10.3 will be considered an unexcused absence, and disciplinary action will be taken. In the event an employee has any unexcused absence immediately before or after a paid holiday, the holiday will not be paid.

12.4 Religious Observances

Upon the approval of the Superintendent or designee, an employee may be granted leave with pay for the observance of religious holidays. No more than two days of leave for observance of religious holidays shall be granted in any school year. If such a leave is desired, it shall be the responsibility of the employee to submit in writing (or email) a request for a leave to the principal, and Assistant Superintendent for Human Resources, and enter absence in the electronic absence reporting system.

12.5 Bereavement

- A. A maximum of five (5) days absence shall be allowed at full pay in the case of death in the "immediate family" of an employee. Any time required beyond five (5) days shall be assessed against the accumulated sick leave.
- B. In the case of bereavement, "immediate family" shall be defined as parents, stepparents, husband, wife, children, and stepchildren.
- C. A maximum of four (4) days absence shall be allowed at full pay in the case of death in the "family" of an employee. Any time required beyond four (4) days shall be assessed against the accumulated sick leave.
- D. In the case of bereavement, "family" shall be defined as sister, brother, stepsibling, grandparent, grandparent-in-law, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt and legal guardian.
- E. A maximum of two (2) days absence shall be allowed at full pay in the case of death of a niece or nephew of an employee. Any time required beyond two (2) days shall be assessed against the accumulated sick leave.
- F. One day of excused unpaid bereavement shall be granted per year in the event of the death of a person outside the immediate family as defined in the contract.

12.6 Jury Duty

The Superintendent or designee shall grant leave at full salary for an employee to be absent from assigned responsibilities for the purposes of fulfilling jury duty. Any compensation which an employee received for jury duty, with the exception of the stipend paid for meals and travel, shall be remitted to the District.

12.7 <u>Subpoena Day</u>

An employee shall be allowed one (1) paid leave day annually to comply with a legally-approved subpoena, provided that the purpose of the subpoena shall not require the employee to testify against the Board. A copy of the subpoena must be submitted for prior approval of such leave.

12.8 Leave for Service with Peace Corps and Other Educational Foreign Assignments

- A. The Board is cognizant that service in the Peace Corps or other recognized educational assignments sponsored by the Federal Government have a minimum tour of duty of at least two years, and that such service may be of value to the country as well as the local school system. Upon the recommendation of the Superintendent, it shall be the policy of the Board to grant a leave, without pay, to an employee for service in the Peace Corps or another recognized assignment.
- B. If the period of duty extends beyond two years, the employee may request that the leave be continued. After reviewing the request, it shall be the responsibility of the Superintendent or designee to recommend to the Board to either continue or to terminate such a leave.

12.9 Leaves for Extended Periods of Time

Leaves of absence for extended periods of time, without pay, may be granted by the Superintendent with the approval of the Board. Upon the proper application to the Superintendent and with the approval of the Board, any educational support personnel employee may be granted a leave of absence for illness or injury.

12.10 Military

- A. Educational support personnel employees who are called upon to enter military service in defense of their country shall be granted a military leave without pay. Following their discharge from military service, educational support personnel employees shall be restored to their former positions or similar positions for which they are qualified. Any educational support personnel employee who chooses to remain in military service longer than six months after becoming eligible for discharge shall forfeit all rights of reinstatement.
- B. Upon receipt of notification for military service, it shall be the responsibility of all educational support personnel employees to notify the Superintendent or designee in order that a replacement can be employed.

12.11 Parental Leave

- A. An educational support personnel employee shall be eligible for parental leave without pay or other benefits subject to the following conditions and to the general conditions for unpaid leaves set forth in the "General Conditions for Leaves of Absence" section of this policy:
 - 1. An educational support personnel employee who desires a parental leave shall request approval for such leave in accordance with the "General Conditions for Leaves of Absence" section of this policy. The effective dates of the leave shall be determined pursuant to the "General Conditions for Leaves of Absence" section of this policy. A parental leave may extend up to a maximum of two (2) years. A parental leave must begin no later than the actual date of delivery of the child, or adoption placement of a child.

- 2. Child Birth Leave: An employee is entitled to use up to 30 days of paid sick leave upon the birth of a child, adoption, placement for adoption, and the acceptance of a child in need of foster care pursuant to Section 24-6 of the IL School Code and the following: 1) the employee has available sick days to fund the paid leave; and 2) the paid leave runs concurrently with any other leave available to the employee, including Family and Medical Leave Act (FMLA) or any other leave granted under this Agreement. The Superintendent or designee may require that the employee provide evidence that the formal adoption process or formal foster care process is underway.
- 3. Nothing in this section shall be construed as requiring any educational support personnel employee to apply for parental leave.

12.12 School Visitation Leave

An eligible employee is entitled to 8 hours during any school year, no more than 4 hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or activity cannot be scheduled during non-work hours. Employees must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the educational support personnel employee, except sick and disability leave.

12.13 Family and Medical Leave Act and Family Medical Coverage

A. The District is committed to compliance with the Family and Medical Leave Act of 1993 (the "FMLA") and Family Medical Coverage which allows eligible employees to take up to 12 weeks of job-protected, unpaid leave per year for certain specified reasons, and up to a total of 26 workweeks of leave to care for a family member who is a "covered servicemember" recovering from injury or illness incurred during active duty military service.

B. Eligibility

To be an "eligible employee", an employee must:

a. have been employed by the District for a total of at least 12 months (not necessarily consecutive), and have worked at least 1,000 hours for the District during the twelve months before the date on which an employee's leave is to begin.

12.14 General Conditions for Leaves of Absence

Unless otherwise set forth in this Article, any leave of absence afforded by the Board is subject to the following general terms and conditions:

A. <u>Time Lines for Requesting Leaves</u>

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 1 of the preceding year.

An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.

B. Medical Substantiation

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days or as soon as practicable prior to the return of any employee on an unpaid leave for personal medical reasons.

C. Structuring of Leave

The employee and the Superintendent or designee shall agree upon a plan for the commencement and termination of the leave. In developing this plan, they shall consider the continuity of instruction to the maximum possible degree and the pertinent time factors related thereto. An unpaid leave may extend up to a maximum of two (2) years. Every effort shall be made to have such leave terminate immediately prior to the start of a new school year.

D. Insurance Benefits

An employee granted an unpaid leave may make arrangements during his/her leave to continue hospitalization and surgical insurance coverage as provided herein at his/her own expense except unpaid FMLA and Family Medical Coverage.

E. Notice of Intent to Return

Any employee granted an unpaid leave of six (6) calendar months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than March 1 prior to the termination of such leave that he/she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.

F. Position Upon Return

An employee returning from an approved leave of absence shall be assigned to a position for which the employee is legally qualified.

G. Early Return from Leave

An employee on an approved leave of absence may request in writing to return to employment prior to the conclusion of the leave if the reasons for the leave no longer exist. In such event, the Board shall offer the requesting employee the first available vacancy for which the employee is qualified.

ARTICLE XIII

EVALUATION

13.1 <u>Purpose of Evaluation</u>

The primary purpose of employee evaluation shall be the improvement in the quality of instructional support and employment skills.

13.2 Evaluation Procedure

Employees will be evaluated by their principal with input from their immediate supervisor, on an annual basis. Evaluations will be reduced to writing on the appropriate document or conducted and maintained in the District's online evaluation system for each job classification and will be completed prior to May 15.

The evaluation will be discussed with the employee, and the written, or online summative evaluation, report will become a part of the employee's official personnel file. The employee will be required to fill out a self-reflection sheet for the summative evaluation, and be prepared to discuss at the evaluation meeting with the evaluator. If an evaluator believes the employee is doing unacceptable work, the reason(s) will be set forth, together with any suggestions an evaluator may have for improvement or remediation.

13.3 Employee Right to Respond

Following the post-evaluation conference, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator, or digitally signed the online evaluation, if applicable. Employees who have an online evaluation can print out a copy at any time off the online evaluation system. In no case, shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. An employee may submit, or attach, additional comments to the written, or online, evaluation if he/she so desires within 30 calendar days from the receipt of the written, or online, evaluation. The employee's comments are to be placed in the employee's official personnel file or maintained within the online evaluation system.

ARTICLE XIV

NEGOTIATION PROCEDURE

- 14.1 During the term of this Agreement and any extension thereof, no employee covered by this Agreement nor W.E.S.S. shall engage in or authorize any strike in this District.
- 14.2 Negotiations shall commence no later than the third Wednesday in March, unless the parties mutually agree otherwise.
- 14.3 When an impasse has been declared by either party, the Federal Mediation and Conciliation Services (F.M.C.S.) shall be jointly requested to appoint a mediator. If a mediator cannot be assigned within a reasonable period, then the parties shall use the procedures established under the Illinois Labor Relations Act.
- 14.4 There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by W.E.S.S.

ARTICLE XV

REDUCTION IN FORCE

15.1 Reduction-in-Force

If an educational support personnel employee is removed or dismissed or the hours worked are reduced as a result of a decision of the School Board to decrease the number of educational support personnel employees employed by the Board or to discontinue some particular type of educational support service, written notice shall be mailed to the employee and also given the employee either by certified mail, return receipt requested, or personal delivery with receipt at least 30 days before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefore.

The employee with the shorter length of continuing service with the district, within the respective category of position, shall be dismissed first.

15.2 Recall

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category of position, or any other position, so far as they are qualified to hold such positions.

15.3 Notice of Recall

An employee eligible for recall must provide the Superintendent or designee with an email address and phone number where the employee can be reached for the purposes of recall. The employee shall have five (5) business days from the date when a telephone contact, a telephone message was left, and an email sent, whichever is later, to respond in writing confirming the acceptance or rejection of the offer. Failure to respond within the five (5) business day period constitutes a rejection of the offer and the employee shall be deemed to have waived their recall rights. If an employee rejects an offer of an eligible vacant position, the employee will be eligible for any other vacant positions that become available within the recall time period if they so request; provided, however, by rejecting the offer the employee will be moved to the end of the recall list. The employee has one (1) opportunity to reject an offer of an eligible vacant position, if the employee rejects an offer a second time the employee shall be deemed to have waived his/her recall rights and no longer be eligible for any other vacant positions that become available within the recall period.

ARTICLE XVI

COMPENSATION/INSURANCE/RETIREMENT

16.1 Medical Benefits, Full-Time

- A. The Board will make available an insurance program which provides group Health and Accident Insurance with major medical coverage for all full-time employees working 12 months per year or seven and one-half (7.5) or more hours per day.
- B. The Board will agree to provide a cost sharing contribution to the eligible employees who elect to take such coverage that will be: 1) For eligible employees selecting single coverage, the Board's contribution will be equal to 90% of the monthly single premium coverage for the top tear Health Insurance Program (the PPO Medical Plan); or 2) For eligible employees selecting a family coverage (Employee/Children, Employee/Spouse or Full Family) option, the Board's contribution will be equal to 70% of one of the monthly family premium coverage options (Employee/Children, Employee/Spouse or Full Family) for the top tier Health Insurance Program (the PPO Medical Plan).
- C. If the employee affirmatively participates in the District sponsored Annual Biometric Health Screening, then the contribution percentage for the following fiscal year will be 95% of the single coverage for the PPO medical premium or 75% of any one of the family coverage options for the PPO medical premium, representing a 5% bonus contribution for participation in the Health Screening.
- D. The Board shall pay for individual dental coverage for each full-time, 12 month or seven and one-half (7.5) hour a day employee. An employee may on a contributory basis, purchase dependency dental coverage subject to the limitations established in the group dental policy.
- E. Should the Board meet its obligations under paragraph A by means of self-insurance, any accumulated self-insurance monies may be spent only for major medical health insurance matters, unless mutually agreed otherwise by the Board.
- F. The Insurance Committee, which was established to protect the joint interests of the Board and the employee groups currently participating in the self-funded plan adopted October 1, 1992, shall continue to function pursuant to the by-laws that have been established.
- G. The Board shall maintain a Pre-tax Premium and Reimbursement Account Program established for Medical/Dental and Dependent Care.

16.2 <u>Medical Benefits, Part-Time</u>

- A. The Board will make available an insurance program, which provides group Health and Accident Insurance with Major medical coverage for all employees working thirty (30) or more hours per week.
- B. The Board will make available an insurance program which provides group Health and Accident Insurance with Major medical coverage for all employees working

- above six (6) hours and below seven and one-half (7.5) hours per day to one of the insurance programs.
- C. The Board will agree to provide a cost sharing contribution to the eligible employees who elect to take such coverage that will be: 1) For eligible employees selecting single coverage, the Board's contribution will be equal to 90% of the monthly single premium coverage for the middle tier Health Insurance Program (the HMO Illinois Plan); or 2) For eligible employees selecting a family coverage (Employee/Children, Employee/Spouse or Full Family) option, the Board's contribution will be equal to 70% of one of the monthly family premium cover options (Employee/Children, Employee/Spouse or Full Family) for the middle tier Health Insurance Program (the HMO Illinois Plan).
- D. If the employee selects a more costly higher tier plan or a less costly lower tier plan the cost share amount will remain the same and based on the percentage of the HMO Illinois Plan as outlined above.
- E. If the employee affirmatively participates in the District sponsored Annual Biometric Health Screening, then the contribution percentage for the following fiscal year will be 95% of the single coverage for the HMO IL premium or 75% of any one of the family coverage options for the HMO IL premium, representing a 5% bonus contribution for participation in the Health Screening.

16.3 <u>Translator Pay</u>

The following pay provisions are in effect when it is necessary to utilize educational support employees to serve as Translators before or after their normal work hours. The pay rate has been established as Step 11 of Appendix C. If the employee is called in at a time not adjacent to their normal work hours, which would require additional travel to and from school, the minimum pay is for two hours. Translation services provided by employees other than the Bilingual Liaisons are provided strictly on a voluntary basis and no employee shall be required to serve as Translator

Individuals who serve as a Translator should use a separate timecard and record "Translator" on the top of the card.

16.4 Salaries

The salary schedules shall be added to this Agreement as Appendices A, B, and C, D and E for the 2023-2024 School Year. For the 2024-2025 through 2025-2026 school years, salary increases for the contractual year will be based upon the prior December Consumer Price Index for All Urban Consumers for All Items (CPI-U), with the total salary increase not to go below 2.5% nor exceed 5%, with the annual percentage raise to be CPI-U plus 1.0%.

In the event there is a material change to the Property Tax Extension Limitation Law that has the effect of freezing or reducing District 68's expected revenue from the extension of the real estate tax levy for the operating funds as compared to the prior year tax extension for the operating funds, the Board shall have the right to seek a reopening and negotiations of the salary schedule for that year and for the duration of the contract.

16.5 Stipends

Employees who are offered positions of supervision and/or extra duties in the areas of Junior High Intramural, Junior High Crowd Control, Lunch Supervisor, Bus Duty, Patrol or Textbook Coordinator that could not be filled by certified employees shall be compensated at the rate that would have been paid to the certified employee. For after-school programs, provided the employee is eligible to teach in a teacher-certified position, that employee shall be entitled to the same stipend as a teacher if they accept a teaching assignment for after-school programs. The hourly rates may be found on the District's website at:

http://www.woodridge68.org/pages/Woodridge68/Departments/Human Resources/General Info

16.6 Substitute Pay

- A. Support staff who serve as a substitute in another support staff employment category are paid at the beginning step for that category, or their current rate, whichever is higher. Support staff who substitute in the same category in which they are employed shall be paid their regular pay.
- B. Support staff who are assigned and work as a substitute for certified staff will be paid at the current district certified staff substitute rates. When support staff are assigned and work as a substitute for a certified staff member the employee will be paid for half or full day based on the time worked. If there is an emergency situation where the support staff is assigned and works as a substitute for a certified staff member for less than half a day, they will be paid the half day amount. No support staff member shall be required to work as a substitute for certified staff and shall be assigned on a volunteer basis.

ARTICLE XVII

EFFECT OF AGREEMENT

17.1 Complete Understanding

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

17.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically renegotiated by the parties. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

ARTICLE XVIII

DURATION AND ACCEPTANCE OF AGREEMENT

- 18.1 This agreement shall be effective from July 1, 2023 and shall continue in effect until June 30, 2026.
- 18.2 This Agreement is signed this 22nd day of May 2023.

For the Woodridge Educational Support Staff IEA-NEA

Procidon

First Vice President

Second Vice President

Secretary

For the Board of Education Woodridge School District 68

President

Vice President

Board Secretary

Appendix A
Secretarial Personnel
2023-2024

2023-2024			
<u>Step</u>	<u>Rate</u>		
1	\$18.75		
2	\$18.94		
3	\$19.13		
4	\$19.32		
5	\$19.51		
6	\$19.71		
7	\$19.90		
8	\$20.10		
9	\$20.30		
10	\$20.51		
11	\$20.71		
12	\$20.92		
13	\$21.13		
14	\$21.34		
15	\$21.55		
16	\$21.77		
17	\$21.99		
18	\$22.21		
19	\$22.43		
20	\$22.65		
21	\$22.88		
22	\$23.11		
23	\$23.34		
24	\$23.57		
25	\$23.81		
26	\$24.05		
27	\$24.29		
28	\$24.53		
29	\$25.51		
30	\$26.53		
31	\$27.59		
32	\$28.70		
33	\$29.84		

Principal Secretaries, Bilingual Liaison, Secretary for Assessment and Registration, 12 month PPS Secretary, Jefferson Secretary, Jefferson Part-Time

Appendix B

Clerical Personnel 2023-2024

<u>Step</u>	<u>Rate</u>
1	\$18.50
2	\$18.69
3	\$18.87
4	\$19.06
5	\$19.25
6	\$19.44
7	\$19.64
8	\$19.83
9	\$20.03
10	\$20.23
11	\$20.44
12	\$20.64
13	\$20.85
14	\$21.05
15	\$21.27
16	\$21.48
17	\$21.69
18	\$21.91
19	\$22.13
20	\$22.35
21	\$22.57
22	\$22.80
23	\$23.03
24	\$23.26
25	\$23.49
26	\$23.72
27	\$23.96
28	\$24.20
29	\$24.44
30	\$24.69
31	\$25.43
32	\$26.19

Health Aides, PPS Clerk, Part-Time PPS Clerk, Clerical Aides, Part-Time Receptionist, Mail Person

Appendix C State Approved Paraprofessionals 2023-2024

<u>Step</u>	<u>Rate</u>
1	\$18.00
2	\$18.18
3	\$18.36
4	\$18.55
5	\$18.73
6	\$18.92
7	\$19.11
8	\$19.30
9	\$19.49
10	\$19.69
11	\$19.88
12	\$20.08
13	\$20.28
14	\$20.49
15	\$20.69
16	\$20.90
17	\$21.11
18	\$21.32
19	\$21.53
20	\$21.75
21	\$21.96
22	\$22.18
23	\$22.40
24	\$22.63
25	\$22.86
26	\$23.08
27	\$23.31
28	\$23.55
29	\$24.37
30	\$25.22
31	\$26.11
32	\$27.02
33	\$27.97
34	\$28.95
35	\$30.10

Teaching Assistants and LRC Assistants

Appendix D State Approved MLP Paraprofessionals 2023-2024

<u>Step</u>	<u>Rate</u>
1	\$20.00
2	\$20.20
3	\$20.40
4	\$20.61
5	\$20.81
6	\$21.02
7	\$21.23
8	\$21.44
9	\$21.66
10	\$21.87
11	\$22.09
12	\$22.31
13	\$22.54
14	\$22.76
15	\$22.99
16	\$23.22
17	\$23.45
18	\$23.69
19	\$23.92
20	\$24.16
21	\$24.40
22	\$24.65
23	\$24.89
24	\$25.14
25	\$25.39
26	\$25.65
27	\$25.91
28	\$26.16
29	\$26.95
30	\$27.76
31	\$28.59
32	\$29.59
33	\$30.63
34	\$31.70
35	\$32.81

K-8 MLP and Autism Assistants and EC/Pre-K Assistants

Appendix E <u>Registered Nurse</u> 2023-2024

<u>Step</u>	<u>Rate</u>
1	\$33.00
2	\$33.33
3	\$33.66
4	\$34.00
5	\$34.34
6	\$34.68
7	\$35.03
8	\$35.38
9	\$35.73
10	\$36.09
11	\$36.45
12	\$36.82
13	\$37.19
14	\$37.56
15	\$37.93
16	\$38.31
17	\$38.70
18	\$39.08
19	\$39.47
20	\$39.87

APPENDIX F

IMRF Information

During the course of negotiations, discussions were had regarding Illinois Municipal Retirement Fund (IMRF) information available to WESS employees. A concern arose as to how employees were to have access to that information if it were not included in the WESS Agreement. As a result of these conversations, the parties agreed that for the convenience to WESS employees they would include in the Appendix of the WESS Agreement the URL for the IMRF website along with the URL for any frequently asked questions. This URL will be updated for members if the website address changes in the future.

The website address for IMRF can be accessed at the following link:

https://www.imrf.org/

A list of Frequently Asked Questions (FAQ's) regarding the most commonly asked questions for IMRF Employees can be found at this link:

https://www.imrf.org/info/faq.htm

	APPEN	DIX G-1		
	SCHEDULED	PAY DATES		
	2023-2024 SC	HOOL YEAR		
August			25	
September	8		22	
October	6		20	
November	3		17	
December	1		15	29
January, 2024	12		26	
February	9		23	
March	8		22	
April	5		19	
Мау	3		17	31
June	14	(22 pays)	28	
July	12		26	
August, 2024	9	(26 pays)		1.41.41.

	APPEN	DIX G-2		
	SCHEDULED	PAY DATES		
	2024-2025 SC	CHOOL YEAR		
August			23	
September	6		20	
October	4		18	
November	1		15	29
December	13		27	
January, 2025	10		24	
February	7		21	
March	7		21	
April	4		18	
Мау	2		16	30
June	13	(22 pays)	27	
July	11		25	
August, 2025	8	(26 pays)		

	APPEN	DIX G-3		
	SCHEDULE	PAY DATES		
· · · · · · · · · · · · · · · · · · ·	2025-2026 SG	CHOOL YEAR		
August			22	
September	5		19	
October	3		17	31
November	14		28	
December	12		26	
January, 2026	9		23	
February	6		20	-
March	6		20	
April	3		17	
Мау	1		15	29
June	12	(22 pays)	26	
July	10		24	
August, 2026	7	(26 pays)		