

AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF ELMHURST
COMMUNITY UNIT SCHOOL DISTRICT NO. 205
DU PAGE COUNTY**

AND

**ELMHURST PARAPROFESSIONAL
AND SCHOOL RELATED PERSONNEL COUNCIL
LOCAL 571, IFT/AFT**

July 1, 2017 – June 30, 2020

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AGREEMENT

This Agreement is made and entered into by and between the Board of Education of Elmhurst Community Unit School District No. 205, DuPage County, Illinois, hereinafter referred to as the "Board" and the Elmhurst Paraprofessional and School-Related Personnel (PSRP) Council, Local 571, affiliated with the Illinois Federation of Teachers and the American Federation of Teachers, hereinafter referred to as the "Union."

ARTICLE 1

RECOGNITION AND SCOPE

- 1.1 **Recognition.** The Board recognizes the Union as the sole and exclusive bargaining agent for the positions in the classifications listed in Appendix B of this agreement.
- 1.2 **Scope.** The Board and the Union agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment as required by law, provided that this obligation does not compel either party to agree to a proposal or to agree to a concession.
- 1.3 **Implementation of Agreement.** The Union and the Board or its designated representative shall, upon their mutual agreement to do so, meet within a reasonable time upon request of either party for the purpose of resolving questions concerning the implementation of this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 **General Retention.** It is agreed that the Board shall have and retain all management rights and functions subject to the provisions of law and not specifically abridged by the provisions of the Agreement, including but not limited to the full and exclusive right to hire, fire, assign, promote, layoff, direct, discipline, transfer, suspend, evaluate, determine the qualifications of employees, assign job classifications, determine the extent and control the operations of the District, make work rules, determine the methods, standards and extent of work, determine the content of job descriptions, and select and appoint supervisory personnel.
- 2.2 **No Strike.** During the term of this Agreement, in no event shall the Union or any of its members, agents, or any employees for any reason authorize, institute, aid or condone or engage in a slowdown, work stoppage, strike or picketing in any manner which would disrupt the operation of the schools, nor shall the Board lock out employees.

ARTICLE 3

EMPLOYEE/UNION RIGHTS

- 3.1 **Union Dues.** The Board agrees that it shall, upon the written request of an employee, withhold from the compensation of that employee any dues payable by such employee to the Union. The Board shall transmit such withholdings to the Union on a monthly basis. Dues shall be withheld from each regular payroll period in an amount that is equal to the pro rata share of the annual dues payable to the Union. In like manner, the Board shall withhold from an employee's compensation any payment or contribution payable to the Union.
- 3.2 **Fair Share.** All PSRPs who are not members of the Union shall, thirty (30) days after this Agreement becomes effective, and thereafter, all newly hired PSRPs thirty (30) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member PSRP and paid to the Union.

Non-member PSRPs who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

If a non-member PSRP declares the right of non-association based either upon bona fide religious tenets, or teachings of a church or religious body of which such PSRP is a member, such non-member shall be required to pay an amount equal to the PSRP's proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union from a list compiled by the Union and the Board. If the affected PSRP and the Union are unable to reach an agreement on the matter, the PSRP may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board.

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

Nothing herein shall prevent an employee from revoking his/her request for membership, by notifying the Board and Union, in which case his or her status will change to Fair Share.

- 3.3 **No Discrimination.** The Board shall not discriminate against any employee by reason of race, creed, color, national origin, marital status, sex, age, sexual orientation, gender identification, Union membership, or handicap or disability that does not affect job performance. Any grievance filed under this section shall begin directly at Article 4, Step IV of the grievance procedure.
- 3.4 **Access to Information.** The Board agrees to make available to the Union President the following items as soon as approved:
- Agenda
 - Official Board minutes of open meetings
 - Monthly budget summaries
 - Annual auditor's reports
 - Current fiscal budget
 - Policy manual and revisions
 - A list of all district-wide committees and reports
 - Any other mutually agreed upon information which may be relevant to negotiations or for the proper enforcement of the terms of this agreement.

In addition, the following will be made available to the Union President for inspection: Statistical information, not including employees' names, pertaining to wages paid, step and class placement, and present insurance coverage.

- 3.5 **Board Meetings.** The Union shall have the right to send an official representative to attend any open meeting of the Board. Upon request at the Board meeting, the Union representative shall be given a reasonable and appropriate opportunity to address the Board. The Union representative will, whenever possible, give notice to the Superintendent of his/her intention to address the Board along with a brief statement of the subject matter to be mentioned.
- 3.6 **Use of Facilities.** The Union shall have the right to use space within school buildings for Union meetings provided that: (a) the building principal is notified at least three days in advance of the meeting, (b) if such meeting results in additional maintenance or custodial expense, the Union shall pay the cost, and (c) such meetings are held during non-school hours and do not interfere with any facet of the school's educational, administrative or extra-curricular programs. Employees may not engage in any Union business during work time unless such Union business is Board or Administration generated.
- 3.7 **Bulletin Boards, Mail and Electronic Mail.** The Board agrees that the Union shall not be prohibited from using available bulletin board space in employees' lounges or other areas not regularly frequented by students or members of the public for the purpose of posting notices and other materials related to Union activities. All notices and materials that are posted are to be signed and dated by an authorized Union representative. At no additional cost to the Board, and without disrupting the educational process of the District, the Union shall have the right to use school duplicating facilities, school telephones, employee mailboxes and district inter-building mail system for distribution of Union notices and communication. The Union may use the district's electronic mail system for Union

communication which otherwise conforms to the District Acceptable Use Policy, provided however that mail addressed to the entire membership may only be sent by the principal officers of the Union (President, Vice-President, Secretary, Treasurer). Union building representatives may send mail to all of the members in their respective buildings.

In each attendance center, the principal or other administrator shall designate one or more computer(s) which may be readily accessible by those members who do not have regular access to a District computer. The location of the computer or computers so designated will be posted on the bulletin board where other notices to employees are posted in the building. There is an expectation that each PSRP will utilize electronic means of communication during the work day to keep apprised of District information relevant to his/her employment.

- 3.8 **Directory Listing.** A listing of Union officers shall be posted on the District Intranet.
- 3.9 **Integrity of the Bargaining Unit.** The District shall give notice to the Union President of all new positions as they are approved by the Board of Education, prior to advertising or posting notice of the position.
- 3.10 **Other Employment.** The Board agrees that an employee is free to make application for employment elsewhere. An employee may begin employment elsewhere after the giving of two weeks' notice. An application placed with another prospective employer shall not in any way prejudice the applicant's status in his/her present position.
- 3.11 **Non-Work Activities.** Neither the Board nor the Administration shall make regulations (or take disciplinary action) that attempt to govern an employee's non-work related activities unless such activities interfere with the ability of the employee to appropriately perform his/her assigned duties and can do so without the disruption of the educational process.
- 3.12 **Individual Contracts.** Any individual employment contract between the Board and any employee covered by this Agreement will be drawn so as to indicate that it is subject to the provisions of this Agreement.
- 3.13 **New Employees.** The Assistant Superintendent of Human Resources, or designee, shall notify the Union President in writing of all newly hired employees and any in-District transfers that may occur. Such notices shall be made as soon as possible after hire, and shall include the employee's name, job position, building location, and hire date.
- 3.14 **Probationary Period.** All newly hired employees shall be on probation for a minimum of one year. The probationary period shall include informal written evaluation by the employee's supervisor after 45 work days of employment and a formal written evaluation by the employee's supervisor during the first 90 work days and again within the first 180 work days. Any unsatisfactory ratings during this period may lead to immediate termination. The probationary period may be extended for up to an additional 90 work days. During the probationary period, an employee may be disciplined or dismissed at the sole discretion of the Board.
- 3.15 **Training.** The Administration and the Union recognize the importance of proper training for employees. To that end, the parties agree to the following:

a. **New Employee Orientation**

All PSRPs new to the District shall be given New Employee Orientation Information to provide the employee with the knowledge of the job responsibilities and familiarization of District policy and personnel.

The Assistant Superintendent of Human Resources may approve shadow time for employees new to a position.

b. **On-Going Training**

Any PSRP who works regularly with, or is responsible for, the supervision and/or assistance of a student with a particular medical, social, emotional or physical need shall receive training to gain the necessary skill and knowledge for servicing the student's need(s). The PSRP shall be informed by the teacher or other appropriate person of the specific needs of the student.

All PSRPs shall be scheduled to attend job specific training once a year. The training can be fulfilled at either on-site or off-site conferences, workshops, video-conferencing or computer-based training. The purpose of ongoing training is to provide PSRP the opportunity to grow professionally and provide increased expertise in fulfilling their job responsibilities.

Training programs may occur during regular school hours, on student non-attendance days or before or after school on student attendance days. Training programs will be provided at District schools or other sites within the District when classified as "on-site" training.

PSRPs shall be paid their regular hourly rate for the time in which they are in attendance at all training sessions. Time worked in excess of 40 hours will be paid at the overtime rate.

Topics for PSRP training relevant to the PSRP's duties in the District shall be discussed by the Administration and the Union on an annual basis.

PSRPs shall receive updated training with any new program implementation introduced by the District.

If position changes require a new skill or technological knowledge that the employee in the position does not possess, the employee shall be trained through some form of instruction at the District's expense to gain the necessary skill or knowledge to perform the job.

- 3.16 **Complaints Against an Employee.** Complaints against an employee shall be brought to the attention of the employee, by the employee's supervisor, within five (5) school days after receipt of the complaint. If the complaint leads to the involvement of the Assistant Superintendent of Human Resources, he/she shall notify the employee of the complaint within five (5) school days after his/her receipt of the complaint. Anonymous complaints or criticisms, or complaints not brought to the attention of the employee, shall not be used to discipline or evaluate an employee. Nothing prohibits such complaints or criticisms from

forming a basis for the investigation of an employee's conduct or performance, so long as the investigation is completed within a reasonable period of time after receipt of the complaint.

- 3.17 **Discipline.** No employee who has successfully completed the probationary period may be suspended, dismissed or otherwise disciplined except for just cause and shall receive the following fair process:

Informal Meeting

An employee shall be expected, if requested, to meet informally with his/her supervisor for purposes of informing the employee of an alleged failure to comply with regulations, discharge duties acceptably, or to discuss general work performance concerns. Informal meetings will be held in a timely manner and noted at the building level. Concerns will be addressed by the supervisor in a private meeting. Should the informal meeting lead to the need for a Formal Meeting, the process described hereafter will be followed.

Formal Meeting

Notification of formal meetings will occur within ten (10) school days of the supervisor's notice of the occurrence of the events giving rise to the proposed discipline. If the disciplinary issue leads to the involvement of the Assistant Superintendent of Human Resources, a formal meeting will occur within ten (10) school days of the Assistant Superintendent's notice of the disciplinary issue. An employee shall have the right to two (2) school days' notice, via e-mail, of a formal conference with a supervisor/Assistant Superintendent of Human Resources, in which a discussion shall be held for failure to comply with regulations, to discharge duties acceptably, or to discuss general work performance concerns that could result in disciplinary action being taken. The employee shall have the right to be accompanied by the Union President or his/her designee, or by non-Union counsel of the employee's choice at the formal conference. The notice of a formal conference shall include the subject to be discussed.

The following Progressive Discipline may result from the Formal Meeting:

1. Verbal Warning – A letter memorializing a verbal warning will be placed in the personnel file, with a copy provided to the employee.
2. Letter of Reprimand to personnel file, with a copy provided to the employee.
3. Suspension with or without pay, in accordance with Board Policy.
4. Further discipline up to and including termination.

For suspensions and more severe disciplinary action, employees shall receive in writing the specific grounds forming the basis for the disciplinary action.

In situations involving acts of gross misconduct or serious misconduct, the District shall not be required to follow Progressive Discipline. Acts of gross misconduct are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to the District's interest and/or an employee or student's safety. Acts of serious misconduct include being at work under the influence to any degree of any intoxicant or drug, theft, inappropriate relationships with students, inappropriate physical contact with students or other employees, or other similar infractions.

An employee may file a grievance as to any suspension provided, however, that such a grievance may be processed only through Step IV of the grievance procedure. Upon request, any employee to be dismissed hereunder may request and receive a hearing before the Board of Education under the provisions of Step VI of the grievance procedures. The decision of the Superintendent as to a suspension or the Board as to a dismissal shall be final; neither decision may be taken to Step VII of the grievance procedure.

Notwithstanding the above, the District and the employee shall be expected to work collaboratively to address ways for the employee to improve performance, including such things as additional skills training. Such discussions shall take place during informal meetings, and/or formal verbal warning meetings.

The Board reserves the right to determine the appropriateness of the progressive action based on the seriousness of the given offense.

- 3.18 **New or Changed Position Descriptions.** An accurate and up-to-date copy of job descriptions will be made available to all employees upon hire or position change. Whenever changes in a job description are needed, the Administration will provide such changes to the PSRP President, DPAT and the affected employee for his/her review prior to finalization and implementation by the Administration.

Job descriptions shall be reviewed on a periodic basis with the Assistant Superintendent of Human Resources and the District PSRP Advisory Team (DPAT). The final decisions as to what items are included in each job description will rest solely with Administration.

ARTICLE 4

GRIEVANCE PROCEDURES

- 4.1 **Definition.** A grievance is defined as an alleged violation of a specific article or section of this agreement or a misapplication of written Board policy. When school is not in session, the term "school days" will be defined as Monday through Friday working days.

- 4.2 **Procedure**

Step I - Informal

The parties agree that it is most desirable for an employee(s), with Union representation if desired, and the employee's immediate supervisor to resolve the problem informally. Accordingly, within ten (10) school days of the occurrence, an attempt to resolve problems informally should be made. If a grievance cannot be resolved informally, between the employee and the immediate supervisor within the ten (10) school days, it may be processed in accordance with procedures listed in below.

Step II

Within fourteen (14) school days of the conclusion of Step I, the grievant shall directly, or accompanied by a Union representative, present the grievance and announce that the complaint registered is, in fact, a grievance. This presentation is to be given to his or her

principal. Within ten (10) school days after the presentation of the grievance, the principal shall give his or her answer orally, or in writing, to the grievant and Union President.

Step III

A. Within ten (10) school days of the oral or written answer, if the grievance is not resolved in Step I or II, it shall be stated in writing, signed by the grievant and presented to the principal. In the absence of the principal, the grievance should be presented to a reasonable alternate such as a building administrator with grievance material identified.

B. The statement of grievance shall follow this format:

1. Name(s) of the grievant(s).
2. Cite the article and section of the contract and/or Board policy allegedly violated.
3. Present the allegation; that is, the way in which the contract and/or Board policy was violated.
4. State succinctly the facts which support the allegation.
5. State the contention or the rationale with respect to the meaning of the citation and the facts which support the allegation of contract violation.
6. Indicate the specific relief requested.

C. The principal shall schedule a meeting to occur within seven (7) school days following receipt of the written grievance. The grievant shall have the right to be accompanied by a Union representative selected by the grievant and the Union President or designee. Additional representatives may be included only with the permission of the principal. The meeting will be scheduled at a mutually agreed upon time between the principal and the Union representative. The principal shall preside as chairperson of the meeting. The principal may ask a staff member or administrator to be present at the meeting.

D. Within ten (10) school days of said meeting, the principal shall communicate his/her answer in writing to the grievant and the Union President.

Step IV

A. If the grievance is not resolved in Step III, the Union (but not the grievant) may, within ten (10) school days of receipt of the principal's answer, submit to the Superintendent or designee, a written statement of the grievance signed by the grievant. A copy shall be furnished to the principal.

B. The Superintendent, or designee, shall schedule a meeting to occur within ten (10) school days following the receipt of the written grievance. The grievant shall have the right to be accompanied by the Union President or designee. The grievant may also have one other Union designee who has some general responsibility for dealing with grievances throughout the District, present at the meeting. The Superintendent, or designee, shall preside as chairperson of the meeting and may ask a staff member or administrator to be present at the meeting. The meeting shall be scheduled at a mutually agreed upon time.

C. The Superintendent or designee shall give the grievant and the Union President an answer, in writing, no later than ten (10) school days after said meeting. If further investigation is needed, additional time may be allowed by mutual written agreement of the Superintendent and the Union President.

D. The grievant may not present any material, allegation or remedy that was not presented in Step III.

Step V

A. If the grievance is not resolved at Step IV, the Union may, within ten (10) school days after receipt of the Superintendent answer, make a request for mediation. The request shall be in writing to the Superintendent and accompanied by a copy of the Superintendent's answer at Step IV.

B. No later than ten (10) school days after receiving the request, the Superintendent or his/her designee will arrange for mediation through a professional mediation service (i.e., preferably FMCS).

C. The results of mediation shall be binding for the Union and Administration if both parties come to agreement through the mediation step.

Step VI

A. If the grievance is not resolved in Step V, the Union may, within ten (10) school days after receipt of the answer from mediation, appeal the decision to the Board. The appeal shall be in writing and accompanied by a copy of the mediation answer at Step V.

B. No later than twenty (20) school days after receiving the appeal, the Board shall hold a hearing on the grievance at a regular or special meeting.

C. Within fifteen (15) school days after the hearing the Board shall communicate its position in writing to the grievant and the Union President.

D. The grievant may not present any material, allegation or remedy that was not presented in Step V.

Step VII

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) school days after receipt of the Board's answer to Step VI. The Union or the Board may submit the grievance to final and binding arbitration under the voluntary labor arbitration rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

B. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement or any applicable Board policy. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this

agreement or Board policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and grievant(s).

C. The fees of the arbitrator and the American Arbitration Association charges shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

- 4.3 **General Provisions.** An individual grievant may present his or her grievance through Step I or II and have the grievance adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this agreement.

Time limits provided in this grievance procedure may be extended by mutual written agreement.

Failure at any step of this procedure to communicate the decision on a grievance within the time specified shall permit the grievant to proceed to the next step of this procedure.

The grievance must be presented and advanced from one step to the next within the time limits specified above, or it shall be waived (if not presented on time) or resolved on the basis of the last answer given (if not advanced on time.) It should also be understood that if the grievance is not advanced to the next step, the Administration is committed to the resolution expressed in the last answer given. Similarly, if the grievance is advanced to the next level, the resolution presented in the previous answer is no longer a commitment.

Every grievant or group of staff members with the same grievance in the Union, shall have the right to process grievances in accordance with the grievance procedure. In the case of grievances in which more than one grievant alleges a common violation or a common violation which has affected the group similarly, the Union shall have the right to process the group of individual grievances in the name of one grievant. In such grievances, any and all grievants in the group must be identified and available for oral or written statements. The Union has the responsibility for determining the group and for including a rationale for the determination of the group. The Administration has the authority to reject the group nature of the grievance on the basis of that rationale. In the face of such rejection, individual grievances may be initiated without loss of timeliness. An individual who is part of a group grievance cannot independently initiate a grievance as an individual on the basis of the same incident or conditions associated with the group grievance.

The Union shall have the right to process grievances covering alleged violations of rights granted to the Union in the agreement. The President of the Union or designee shall initiate such grievances.

If a grievance arises from action of authorities higher than the principal of a school, the Union may initiate the grievance at Step IV.

Grievance records will be kept separate from an employee's personnel file. Any formal discipline resulting from the grievance process shall be placed in the employee's personnel file.

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

ARTICLE 5

HOURS OF WORK / OVERTIME

- 5.1 **Work Hours and Work Days.** Employees will work the hours and days as determined and assigned by the Administration. All regular duty work performed in excess of the hours assigned by the Administration must have prior approval by the Administrator. The normal workweek shall not exceed forty (40) hours.
- 5.2 **Overtime.** All regular duty work performed in excess of forty (40) hours per week must have the prior approval of an Administrator. A timesheet is to be completed, submitted and approved before payment is made. The overtime rate shall be one and one-half (1½) times the regular rate and is applicable only to hours of work in excess of forty (40) hours actually worked per week. The District's workweek begins on Sunday and ends on Saturday. The District uses the blended rate method to calculate overtime when an employee is working multiple jobs within a given workweek.
- 5.3 **Severe Weather.** When schools are closed due to inclement weather conditions, the employees who are required to work shall not be docked for tardiness determined by the employee's immediate supervisor to be reasonable under the circumstances. Employees who are required to work shall receive normal pay for the severe weather day plus any actual hours they are required to work based on their normal hourly rate.
- 5.4 **Emergency Late Start.** On emergency late start days, all PSRP staff are expected to arrive at school no later than two hours after their normal start time, understanding, of course, that severe weather conditions may cause additional delays.

ARTICLE 6

LEAVES

- 6.1 **Sick Leave.** Employees shall be entitled to one paid sick leave day per month of service. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family. Immediate family shall be defined in accordance with School Code which presently includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians; and members of the immediate household. Unused sick leave may accumulate to a maximum of not less than two hundred forty (240) days or the maximum accumulated sick leave allowable for transfer as service credit with the Illinois Municipal Retirement Fund (IMRF), whichever is greater. Employees who reach the maximum allotment may bank lost sick days not received to replace used sick leave days up to the maximum allotment.

- 6.1.1 **Extended Illness Leave.** A non-probationary employee who, due to length of service or total number of hours employed by the District annually, is not eligible for protection under the Family Medical Leave Act and who, due to a serious extended illness or injury, has exhausted all available sick leave days, may upon request, be granted a leave of absence without pay or benefits for up to sixty (60) additional consecutive working days. A doctor's certificate will be required to verify the employee's ability to return to work.
- 6.1.2 **Accumulated Unused Sick Leave.** An accounting of accumulated unused sick leave shall be available via the District's internal, electronic communication system.
- 6.2 **General Leave.** The Board may grant a leave of absence of not more than one (1) year without pay based upon the recommendation of the Superintendent. Requests for general leave must be submitted a minimum of two weeks prior to the next regularly scheduled business meeting of the Board of Education.
- 6.3 **Jury Duty Leave.** Employees who are required to serve on jury duty during regularly scheduled work time shall be paid at their regular hourly rate for their primary position. The employee shall provide the District with a copy of the juror's check to demonstrate proof of jury duty.
- 6.4 **Bereavement Leave.** Three (3) days per occurrence with pay may be allowed for bereavement leave when necessary to attend a funeral of a member of the immediate family. Immediate family includes parents, spouse, children, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, legal guardian, or any relative living in the immediate household of the employee. Use of bereavement leave requires the approval of the Assistant Superintendent of Human Resources or his/her designee. Bereavement leave is non-cumulative. To the extent required by the School Code, sick leave may be used for a death in the immediate family.
- 6.5 **Personal Days.** Ten-month employees are entitled to four (4) days of paid leave for personal business (personal business is not vacation time). Twelve (12) month employees are entitled to five (5) days for these same purposes. Requests for a single day or two (2) consecutive days shall be submitted to the building principal for approval. Requests for more than two (2) consecutive days must be submitted with a written explanation to the Assistant Superintendent of Human Resources or designee and approval shall be at the discretion of the Assistant Superintendent of Human Resources or designee. Personal Days shall not normally be granted during the first two calendar weeks and last two calendar weeks of the normal student attendance year, nor on the day before or after school holidays or vacation periods. However, it is understood that such use may be approved by the Assistant Superintendent of Human Resources or designee when unusual personal or family circumstances warrant. Notification and request for such personal days must be given to the supervisor at least 48 hours in advance; however, if an emergency is such that this advance notice cannot be given, the Administration may waive this notice requirement. At the end of each school year, all unused personal days shall be credited to the employee's sick-leave accumulation. In the event a PSRP exhausts all current and accumulated sick leave, unused personal days may be used as sick days.

- 6.6 **Union Leave.** The President of the Union, or the designee, will be granted one day of leave per school year, at no loss of salary, for the purposes of attending any official Union convention. Advanced notice must be given to the Assistant Superintendent of Human Resources.
- 6.6.1 **Release Time for Union President.** The Union President will be provided with release time, totaling twenty (20) hours a month. The Assistant Superintendent of Human Resources, building principal and Union President shall meet to agree on the best method to provide release time for the Union President to accomplish Union duties.
- 6.7 **Family & Medical Leave Act of 1993.** The District will comply with the FMLA and its regulations, including any subsequent amendments, and will maintain Board policies and procedures consistent with same.

ARTICLE 7

HOLIDAYS AND VACATIONS

- 7.1 **Days Observed.** The days listed below will be observed as paid holidays (at the regular daily pay earned) if they fall within the employee's regular Monday through Friday work week during the employee's work year and on a day when the employee would otherwise be required to work. If the holiday falls on a Saturday or Sunday during the regular school term, and students are not required to attend school because of the holiday on either the preceding Friday or subsequent Monday, then such Friday or Monday shall be a paid holiday. The exception to this is the Independence Day holiday that shall be observed as a paid holiday on the preceding Friday or the subsequent Monday if this holiday falls on a Saturday or Sunday.
- Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Memorial Day
 - Any other mandatory school holiday granted by State or Federal government
 - Any other paid day if the Board of Education includes it as a paid non-attendance day on the official school calendar
 - Christmas Eve (12 month employees only)

If a PSRP employee is required to work a holiday due to student attendance, then the Board will assign an alternate day as a paid holiday. If no alternate day is assigned by the Board, then the worked holiday will be assigned to each employee as a floating holiday.

7.2 **Vacation Allotment.** Paid vacations for full-time employees who are employed on a 12-month basis after July 1, 1985 shall be as follows:

After 1 year -10 days	After 9 years -17 days
After 2 years -11 days	After 10 years -17 days
After 3 years -12 days	After 11 years -18 days
After 4 years -13 days	After 12 years -18 days
After 5 years -14 days	After 13 years -19 days
After 6 years -15 days	After 14 years -19 days
After 7 years -16 days	After 15 years -20 days
After 8 years -17 days	(Maximum)

Twelve (12) month employees who have completed more than fifteen (15) years with the District and who have earned twenty-five (25) vacation days prior to July 1, 2017, will continue to receive twenty-five (25) vacation days for the duration of their employment.

Employees moving from 10-month to 12-month positions after July 1, 1987, will be given a year's credit for vacation allotment purposes for each July 1 thru June 30 for the year in which they were scheduled to work-full-time. This may be pro-rated as appropriate.

- 7.2.1 Vacation time is not cumulative and does not roll over year to year. Vacation time must be taken within the fiscal year in which it is earned. Any vacation time not taken shall be lost.
- 7.2.2 If an employee retires, resigns, is laid-off, is dismissed or becomes permanently unable to work, that employee shall receive that portion of vacation earned at the time of leaving active employment with the District.
- 7.2.3 Holidays as provided in Article 7 shall not be charged as vacation days when they occur during a vacation.
- 7.2.4 Whenever possible, employees shall seek to schedule vacation time on days when students are not in attendance. No vacation will be given on student attendance days without the prior approval of the Assistant Superintendent of Human Resources or designee. Requests for vacation days during student attendance times must be submitted at least four weeks in advance. The Administration will respond to such requests within five working days.

7.3 **Full-time Ten-Month Employees.** Only full-time ten-month employees who were hired by the District prior to July 1, 1985, shall receive vacation pay. This vacation pay shall be a sum of money for each employee calculated in accordance with the procedure in effect during the 1984-1985 school year. This payment shall be made in a lump sum on or before July 1st of each successive year of this Agreement.

ARTICLE 8

EVALUATIONS

- 8.1 **General Format.** The Superintendent or designee(s) shall determine the criteria for the formal evaluation of all employees. Prior to implementation, the Administration shall generally advise the employee(s) of the evaluation procedure and generally acquaint them with the instrument or forms to be used. The primary evaluator shall be the employee's immediate supervisor, or a supervisor with actual knowledge of the employee's performance. The primary evaluator shall participate in the evaluation conference(s) with the employee under evaluation. Unless an emergency exists, support staff should be given three (3) days to complete the self-evaluation.
- 8.2 **Evaluation Reports.** Non-probationary employees will be evaluated annually, by May 1st. Each employee will be notified subsequent to a formal evaluation of the identification of deficiencies in his/her performance by use of the evaluation forms, and when appropriate, such notification shall contain suggestions for improvement. Employees will normally receive advice from the supervisor as to correction of deficiencies, it being understood, however, that each employee is responsible for correcting deficiencies in performance or conduct.
- Employees will receive no less than one (1) formal written evaluation each year. Any employee who believes that his/her evaluation report is inappropriate shall have the right to review the matter with the Assistant Superintendent of Human Resources or designee(s).
- 8.3 **Personnel Files.** Employees shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one official personnel file shall be kept for each employee. Each employee shall have the right to insert material relevant to service in this District or qualifications in general. An employee shall have the right to attach dissenting material to any item in his/her personnel file. Reasonable requests by employees for single copies of materials in their personnel file, except privileged information, will be honored by the Administration. Every employee shall be given a copy of any material added to his/her personnel file if the material is critical of the employee's conduct or performance.
- 8.4 **Administrator Feedback.** PSRPs shall be given the same opportunity to participate in feedback regarding Administration and programs given to certified staff.

ARTICLE 9

ASSIGNMENT/VACANCIES/LAY-OFF

- 9.1 **Assignment.** Employees shall perform all work duties as assigned, and related to their job. Employees shall be notified of any permanent change in job assignment at least two weeks prior to such reassignment unless an emergency situation exists. The District shall notify all employees through District email when work assignments for the following school year are

available in Skyward. Employee information in Skyward shall include the employee's work calendar, position title, and building assignment. This information will be given to new hires at the time of hire. Access to updated information in Skyward will be available to all employees four (4) weeks prior to the start of student attendance. Twelve (12) month employees shall be notified, via email from Human Resources, of their work year calendar for the upcoming school year prior to receiving their first paycheck of the new fiscal year.

- 9.2 **Notice of Vacancies.** Notices of vacancies shall be posted electronically by way of the District Website. The notice shall include a statement of the job classification, and when known, the building or buildings in which the opening exists. Employees may apply for any opening that occurs within the time limit set by the District. Applications shall be submitted online. Current employees who submit timely applications shall be considered for the opening prior to the appointment of any outside candidate. Current employees interviewed for the position but not selected shall be notified in writing that another candidate has been selected. Employees shall contact the Human Resources Office if information concerning this decision is desired.

- 9.3 **Lay-Off Due to Reduction In Force or Discontinuance of Type of Service.** When the Board determines that it is in the best interests of the District to dismiss employees due to a decision to decrease the number of employees or discontinue some particular type of service, the selection of those employees to be dismissed shall be by category of position on the basis of seniority within the job classification, provided that any PSRP bumping a PSRP with lesser seniority must meet the qualification for that job. If there is no position with lesser seniority within the displaced PSRP's job classification, he or she may bump a PSRP of lesser seniority in a lower job classification, if he or she meets the qualifications for that position. (It is understood that this section does not apply to any 12-month to 10-month transition or reassignment.) Written notice of any lay-off shall be in the form and within the time limits as required by law. No employee who was transferred as a result of a Reduction in Force will be required to serve a new probationary period. Prior to a Reduction in Force, the Assistant Superintendent of Human Resources shall meet with the Union President to discuss application of seniority and other provisions.

Seniority. Seniority shall be defined as the number of consecutive years of employment with the District from the date of most recent hire. Time on approved leaves in excess of 90 school days shall not be credited toward seniority. Human Resources shall post, via the District's Intranet, a seniority list once per semester.

Recall. Employees who are laid-off under this Section 9.3 shall be placed on a recall list for one (1) calendar year from the beginning of the following school term. If, subsequent to the lay-off, there arises a vacant and available position within the job classification/category of position from which the employee was terminated, and provided that the employee(s) has the ability, skill, knowledge and training to perform in the available position, such position shall be offered to the employee. The offer shall be made at the applicable rate of pay by certified letter mailed to the last known address of the employee. If the employee fails to respond to the letter within fourteen (14) calendar days of its date, or within one week prior to the start of school, or rejects the tendered position, there shall be no further recall rights.

9.4 **Transfers**

9.4.1. **Voluntary Transfers.** A request for transfer to another building or reassignment to a different position for the following school term shall be made in writing to the Assistant Superintendent of Human Resources prior to May 15. During a school term, a transfer request may be made whenever a vacancy occurs. Transfers will be considered as long as the PSRP is qualified and the best educational needs of the District, as determined by the Administration, are served. The PSRP requesting the transfer shall be notified as soon as possible.

9.4.2. **Involuntary Transfers.** Involuntary transfers are to be avoided whenever possible. Any involuntary reassignment or transfer shall be made only after a conference with the Principal, with Union representation if desired. At said meeting, the employee shall be notified of the reason for transfer and shall be allowed to express his/her views on the transfer. When an involuntary transfer is the result of the number of PSRPs in a given building being reduced, the District will attempt to transfer the least senior PSRP whenever possible. No PSRP shall be transferred from his/her currently assigned position for solely punitive reasons. No employee will be required to serve a new probationary period due to involuntary transfer or Reduction in Force. PSRP shall receive training in the skills necessary for the new position.

9.5 **Promotions.** An employee promoted to a position in the bargaining unit shall be on probation in the position for one (1) year. If during the probation year the employee's performance is not satisfactory, in the sole discretion of the Administration, the employee shall be returned to a position within the same classification/category of position from which the employee was promoted.

In the event that no position is available in the classification/category of position from which the probationary employee was promoted, the employee shall be placed in a lower classification until such a position opens and shall receive the rate of pay for the classification/category of positions from which the employee was promoted.

Nothing in this section precludes the dismissal or suspension of the employee during the probationary period in accordance with Section 3.14 of this Agreement.

9.6 **Internal Substitution.** In the event that an assistant is not needed in his/her current assignment, the assistant can be reassigned on a daily basis to assist in other educational programs in the District. Every effort will be made to reassign an assistant within the assistant's home school.

ARTICLE 10

COMPENSATION AND FRINGE BENEFITS

10.1 **Salary Information.** Job classifications are set forth in Appendix B. All employees covered by this Agreement shall be paid in accordance with Appendix A. For the 2017-2018 school year, ten (10) month employees shall receive their annual salary in twenty-four

payments, twice monthly, starting in September, with the final month of June receiving one payment on or before June 5 and the remaining outstanding payments in a lump sum on or before June 20. When a PSRP's sick days have been exhausted, the process of reporting time worked and calculating current pay will be altered.

Beginning with the 2018-2019 school year, ten (10) month employees shall be paid hourly with the first payroll to be within thirty (30) calendar days of the first day of work. The final payroll will be on or before June 20. There will be a total of nineteen (19) to twenty-one (21) payments in a school year. The District will provide a payroll schedule with the weeks that are being paid in every payroll. This schedule will be posted on the digital employee access system four (4) weeks prior to the start of student attendance.

Twelve (12) month employees will receive a total of twenty-four (24) payments in a fiscal year.

- 10.2 **Starting Pay.** The starting hourly rate for all newly hired employees is set forth in Appendix A.
- 10.3 **Reclassification of Positions.** The District PSRP Advisory Team (DPAT) will meet as needed to consider requests for changes in, or assignment of, position categories based upon:
1. Significant changes in job responsibilities.
 2. Newly created positions.

For a request to be reviewed regarding an existing position, the supervisor or affected employee(s) must submit significant changes to their current job description to DPAT. An employee(s) requesting reclassification must also submit a Classification Review Form to DPAT. An administrator serving on DPAT will meet with corresponding supervisor(s) to review proposed job description. At the regularly scheduled monthly meetings DPAT shall review and determine whether proposed job description moves to reclassification process. Should DPAT find insufficient support for reclassification, the affected employee(s) will be advised their request will not be considered for reclassification. If approved, the Union President will advise the affected employee(s) that their request can move to the reclassification process. A committee consisting of representatives from the Union and the Assistant Superintendent of Human Resources will convene to consider the reclassification request pursuant to the established criteria. If a classification change is recommended, salary adjustments will be retroactive to the date the request was submitted.

- 10.4 **Extended Absence Coverage.** From time to time it may be necessary for a support staff member to complete some tasks assigned to a support staff member who is on an extended absence [five (5) or more consecutive days] or when a position becomes vacant. If such a situation occurs, the building administrator shall assess the need for absence coverage and for providing it through a substitute, or overtime for the affected employee. If the position being covered is a higher classification than the position of the employee who is covering, then the employee who is covering will receive the appropriate classification factor percentage increase, per Appendix A, or the minimum hourly starting rate for the classification in which he/she substitutes, whichever is greater. An employee will not suffer a loss of pay if the position being covered is at a lower classification.

- 10.5 **Substitute Cadre.** The District shall establish a cadre of no fewer than two (2) people to serve as permanent substitutes to cover the assignments of absent assistants. The substitutes assigned to the cadre shall be employed on the same basis and with the same contractual rights, benefits and obligations as assistants. The cadre substitutes shall be continuously available to perform substitute service and shall accept assignment in any school.
- 10.6 **IMRF Contribution.** The gross earnings of each employee subject to IMRF shall be reduced by an amount equal to the amount of the employee contributions which the Board hereby agrees to pick-up and pay to the IMRF on behalf of each such employee. Said pick-up and payment by the Board shall not result in any increase in the amount of compensation paid to employees.
- 10.7 **Health Insurance.** Employees working twenty-seven and one-half (27 ½) hours or more per week are eligible for health insurance benefits. The Board will contribute the below listed percentages of the monthly premium for hospitalization, surgical and major medical insurance under the Plan(s) provided by the District:

	Blue Advantage HMO	HMO Illinois	HSA PPO	PPO1
Employee Only	92%	88%	88%	76%
Employee plus Spouse	71%	71%	71%	58%
Employee plus Child(ren)	71%	71%	71%	58%
Family	71%	71%	71%	58%

The four tier insurance system described above [Employee Only, Employee plus Spouse, Employee plus Child(ren), and Family] will be implemented on January 1, 2018.

All PSRPs hired after the ratification of this Collective Bargaining Agreement may select only from the HMO Illinois, Blue Advantage HMO or HSA PPO Plan.

In addition to the Board contributing toward the monthly premium for hospitalization, surgical and major medical insurance under the Plan(s) selected by the District, employees who choose the Health Savings Account (HSA) PPO plan shall receive an annual HSA contribution from the Board on January 20th of each year in which the employee is enrolled in the HSA plan in the following amounts:

Employee Only	\$1,100
Employee plus Spouse	\$2,200
Employee plus Child(ren)	\$2,200
Family	\$2,400

In order to receive the Board contribution to an employee's Health Savings Account (HSA), the employee in the HSA PPO program must participate in a District wellness screening (or

a doctor's equivalency) between July 1 and December 15 of the preceding year as outlined below.

Insurance Year	Wellness Screening
Calendar Year 2018	July 1 to December 15, 2017
Calendar Year 2019	July 1 to December 15, 2018
Calendar Year 2020	July 1 to December 15, 2019

The Board HSA contribution will not be made to the employee's HSA until the wellness screening (or doctor's equivalency) has been completed and proof thereof provided to the District.

In the event that the annual premium increase exceeds eight percent (8%), the PSRP employee and the Board will equally (50/50) share in the cost of the premium amount that exceeds the eight percent (8%) limit.

During retirement or while on unpaid leave, the employee may continue insurance coverage, with the employee paying the full cost of the health insurance premium, and in compliance with the conditions of the health insurance policy until the time the PSRP employee qualifies for health benefits under Medicare. Retired PSRP employees accessing health benefits prior to June 30, 2007 through District 205 are exempt from this provision.

- 10.8 **Life Insurance.** Employees eligible for health insurance benefits are eligible for life insurance. The Board will provide Group Term Life Insurance for eligible employees in the amount of \$21,000 with additional \$21,000 insurance for accidental death and dismemberment. If a member becomes eligible for either benefit while insured under the plan, benefits will be paid according to the terms, provisions and reduction schedule as outlined in the policy at the time of the benefit.
- 10.9 **Annuity Program.** When a staff member wishes to join an authorized annuity program, the Board shall instruct the Business Office to make the necessary deductions from the staff member's salary. This requires a written request and signature on a hold harmless agreement from the employee.
- 10.10 **Work-Related Injuries.** Employees are protected under the Workers' Compensation Act in cases of injury or death incurred in line with the usual duties required of the school employee. In the event of an accident to an employee, the employee, supervisor or another person acting on behalf of the employee shall report the accident to the Company Nurse Hot Line/Worker's Compensation Nurse Triage Hot Line Program and their immediate supervisor. The employee must also complete the Employee's Report of Injury within a reasonable amount of time after the injury, no later than twenty-four (24) hours after the accident. (Forms for reporting accidents shall be available in each building). An employee must secure a letter from a physician after five (5) days of absence stating an inability to perform required normal duties. Depending on the length of disability, further written statements regarding the employee's ability to return to normal work activities, including a physician's statement shall be required at the option of the District. When an employee is absent due to an injury incurred in the course of employment, the Board shall continue the employee's wages in full until the Workers' Compensation payment begins (4th day);

thereafter, the Board shall pay the difference between Workers' Compensation payments and the regular salary of the employee for a period of thirty (30) work days, provided, however, that each day of absence for which the Board pays the difference in salary shall be charged against the employee's available and accumulated sick leave on the basis of one-third (1/3) of a sick leave day for such day of absence.

10.10.1 The Board shall make every effort to maintain safe and healthy conditions in all rooms and buildings for students and staff.

10.11 **School-Related Assault.** An employee who is injured as the result of a serious school-related assault shall suffer no loss of salary or accumulated sick leave for a period of thirty (30) workdays provided the assault was not provoked by the employee. A serious assault is one for which an incident report has been filed and for which the employee has consulted with a medical professional (doctor, dentist, chiropractor, etc.).

10.12 **Social Security and IMRF.** During the term of this Agreement, employees shall be covered by Social Security as required by law. Employees shall also participate in IMRF provided that they satisfy all the requirements for IMRF participation, including but not limited to the 600-hour standard.

10.13 **Mileage Reimbursement.** Support staff members who travel between school buildings for the purpose of performing regularly assigned duties shall be entitled to mileage reimbursement. In the case of travel between schools, mileage shall be based on the published chart of miles between schools, and reimbursement will be based on the authorized IRS annual mileage rate. If support staff members travel out of District as part of their duties, mileage shall be based on the lesser of the amount of miles to and from the school or from the employee's home, where applicable, according to Mapquest or Google maps routing. Mileage reimbursement requests must be submitted to the District business office no later than the 15th of the month after travel.

Support staff members who move from one school building to another after the end of the school day for the purpose of performing other duties for additional compensation shall be excluded from receiving mileage reimbursement for that travel.

10.14 **Retirement.**

A. Benefit

All employees with at least ten (10) years of service with the District who provide notification of their intention to retire, as provided below, and who are at least 55 years of age shall receive the following benefit based upon service:

1. For 10-19 years of continuous service in the District, a \$1,000 stipend included in the last salary payment.
2. For a minimum of 20 years continuous service in the District, a \$2,000 stipend included in the last salary payment.
3. PSRPs with 25 or more years of continuous service in the District will receive a \$3,000 stipend included in the last salary payment.

B. Notice

1. Employees retiring effective on the employee's last contractual work day before January 1 must provide notice by the immediately preceding November 1.
2. Employees retiring effective on the employee's last contractual work day of the fiscal year must provide notice by the immediately preceding April 15.
3. Employees retiring at dates other than as set forth above are not eligible to receive the benefits under this program.

- 10.15 **Stipend for Length of Continuous Service.** Employees shall receive annual stipends according to the chart* below. An employee who has completed ten (10) years of full-time service to the District shall receive a stipend of \$500 each June following the hire anniversary date. An employee who has completed fourteen (14) years of full-time service to the District shall receive a stipend of \$750 each June following the hire anniversary date. An employee who has completed twenty-four (24) years of full-time service to the District shall receive a stipend of \$1,000 each June following the hire anniversary date.

YEARS OF SERVICE COMPLETED STIPEND	
10-13	\$500
14-23	\$750
24 and greater	\$1,000

*Example:		
Hire Date = 9/1/1997		
10 year anniversary = 9/1/2007	14 year anniversary = 9/1/2011	24 year anniversary = 9/2/2021
11 th year = 9/2/2007 – 9/1/2008	15 th year = 9/2/2011 – 9/1/2012	25 th year = 9/2/2021 – 9/1/2022
\$500 to be paid in 6/2008	\$750 to be paid in 6/2012	\$1,000 to be paid in 6/2022

Employees who have earned the stipend but whose employment was severed prior to the June payout shall receive the stipend payout with their final payment.

- 10.16 **Staff Development and Tuition Reimbursement.** The District shall reimburse tuition and fees for academic courses, workshops, seminars, institutes and/or similar meetings attended for the purpose of improving skills related to the employee's job. The following requirements apply:

- a. To be eligible, the employee must have completed two (2) years of service to the District.
- b. Reimbursement shall be limited to \$750 (seven hundred fifty dollars) per PSRP employee per school year and a total of \$10,000 (ten thousand dollars) for the entire PSRP bargaining unit per school year.
- c. Approval from the Assistant Superintendent of Human Resources or his designee must be obtained before the employee enrolls in the course or activity.
- d. Request for reimbursement shall be submitted by the employee to the Assistant Superintendent of Human Resources or his/her designee within sixty (60) days of

the completion of the course or activity and shall include receipts. An exception to the sixty-day time period may be made if there is a delay in the employee's receipt of a grade report from the academic institution.

- e. In the case of academic courses, a copy of the grade report reflecting a grade "B" or better shall also be submitted.
- f. Tuition reimbursement shall not apply to any credit hours required for hire by the District in the PSRP's position.
- g. An employee approved to attend a workshop, seminar, institute or similar meeting outside the District during the regular workday shall be compensated for such attendance at his/her regular rate of pay in addition to the reimbursement of expenses provided in this article.

10.17 **Summer School Compensation.** Employees hired as educational assistants for the 2018 summer school program shall be paid at the hourly rate of \$16.06. Employees hired as secretaries shall be paid at the hourly rate of \$18.06 for the 2018 summer program. For the 2019 and 2020 programs, the hourly rates shall increase at the annual overall salary increase percentage provided to PSRP as outlined in Appendix A. In the event that a PSRP hired for a summer school secretary position performs approved summer school preparatory work prior to summer school beginning, the employee shall be paid in accordance with the hourly rates noted above, with any work beyond forty (40) hours in one (1) week paid at time and a half. It is understood that all such work for summer school shall be performed outside of the employee's regularly assigned primary job working hours.

10.18 **Extra-Duty Assignments.** Whenever a PSRP works an extra-duty assignment, as categorized below, he or she will be paid at the hourly rate listed for that particular duty. The hourly rates for each category will remain the same for the duration of the Agreement.

Category A: Summer School Academic: \$45.19 per hour (must have valid teaching license)

This involves direct student contact teaching time plus twenty (20) minutes per day plan time multiplied by the hourly rate multiplied by the number of days of the summer program.

Category B: Tutor/Behind the Wheel Instruction: \$38.66 per hour (must have valid teaching license)

Tutor

Drivers' Education Instruction Behind the Wheel (during the regular school year and summer)

Category C: Special Rates

Interpreter \$27.93 per hour

Mandated Curriculum Based Training \$27.00 per hour

Building Leadership Team \$25.77 per hour

Computer Lab Supervision \$25.00 per hour

Other Supervisory: \$20.82 per hour

This includes additional supervision (lunchroom, cafeteria), Intramurals, Library Extended Hours, Learning Commons Supervision, Athletic Sectionals, 8th Grade Graduation.

Category D: Special Events:

Middle School Detention	\$18.62 per hour
Middle School Scoreboard Volleyball	\$18.37 per hour
Middle School Scoreboard Basketball	\$18.37 per hour
Athletic Events Supervision	\$18.37 per hour
Track Timer	\$18.37 per hour
Prom Chaperone	\$18.37 per hour
Bus Supervision for State Tournaments	\$18.37 per hour
Media Stage Work for Non-School Events	\$19.84 per hour
Registration/Verification of Residency Faculty Help	\$22.55 per hour
Vehicle Drivers (during work day)	\$2.00 per hour above the employee's primary hourly rate for the duration of the driving trip

10.18.1 **Stipends.** As hourly employees, PSRPs will not be eligible for extracurricular and special assignment stipends as set forth in the negotiated Collective Bargaining Agreement with the Elmhurst Teachers' Council. PSRP employees who served in such a stipend during the 2016-2017 school year who are rehired to continue to serve in the same position during the 2017-2018 school year will be compensated for such work at their PSRP regular rate or overtime rate, if applicable. Such PSRP employees will not be eligible to continue serving in a stipend position following the 2017-2018 school year.

10.19 **Beyond Regular School Day Hours.** An Educational Assistant may be required to work up to 10 additional hours per year for the purpose of attending meetings (IEP meetings, team meetings). Additional time will be compensated at the assistant's current rate of pay.

Every effort will be made to schedule meetings within the regular school day. Meetings beyond the school day will be at the discretion of the Assistant Superintendent for Student Services. Assistants will be given a five (5) work day notification of meetings scheduled outside of the school day.

10.20 **Substitute Teaching.** PSRP who voluntarily substitute teach and hold a valid teacher's license or substitute teacher's license, or are otherwise qualified under ISBE requirements will be paid as follows:

For high school, when a PSRP substitutes for a certified staff member:

- One (1) class period substitution will be paid \$25.77
- Two (2) to four (4) class periods will be paid at the half-day District substitute teacher rate of \$47.50.
- Five (5) class periods will be paid \$73.27.
- More than five (5) class periods will be paid the \$95.00 substitute teacher rate.

For middle school and elementary school, when a PSRP substitutes for a certified staff member:

- Any time period between 0.25 and 1.50 hours will be paid at the \$25.77 hourly rate.
- Any time period from 1.75 to 3.25 hours will be paid at the half-day District substitute teacher rate of \$47.50 which is also the block flex rate.

- Any time period more than 3.25 hours and less than a full day will be paid \$47.50 for the half day of substitute teaching plus the hourly rate of \$27.55 for 0.25 – 1.50 additional hours worked. The block flex rate of \$47.50 will be paid for hours worked.
- A full day will be paid the \$95.00 substitute teacher rate.

For all grade levels:

- When PSRPs finish their internal substitute teaching responsibilities, they should clock back in to continue their own job at their own rate of pay.
- PSRPs whose daily hourly rate of pay would exceed the \$95.00 daily rate or \$47.50 half-day rate will be paid at their daily hourly rate for the day or half-day of certified teacher subbing.
- PSRPs who substitute teach more than forty (40) days in one (1) school calendar year will receive a \$110.00 (\$55.00 for half-day) daily rate. The days need not be consecutive, and they do not carry over into the following school year.
- Should the District substitute rates of pay increase, the rates of pay for internal substitution will increase commensurately.

ARTICLE 11

DISTRICT PSRP ADVISORY TEAM (DPAT)

- 11.1 **District PSRP Advisory Team.** In the interest of fostering a positive and proactive relationship, collaborative in nature and function, the parties agree to establish the District PSRP Advisory Team (DPAT). The Team will consist of no more than 8 representatives from the PSRP Bargaining Unit and no more than 8 District Administrators. The PSRP President and/or designee shall appoint no more than 7 PSRP members to DPAT. Legal counsel, the PSRP Representative and any others as deemed appropriate shall serve as resources when the topic for discussion warrants. DPAT will discuss matters of mutual concern and may make recommendations to the Board of Education and PSRP.

DPAT will provide an open forum for building and District issues, promote communication in a proactive manner, address concerns in a timely manner, provide direction and guidelines to the constituents, discuss the rationale and implementation processes for District initiatives and secure necessary resources.

No later than October 1 of each year, a joint PSRP/Administrative Team will be formed with the purpose of determining the exact representation from all constituent parties, additional subcommittees, communication and distribution timelines and frequency of meetings.

It is the intention of this section to empower DPAT to help improve the quality of decision making, increase staff participation in decisions, foster a climate of mutual respect, and facilitate sound decisions affecting the work environment.

Whenever a District-wide committee is formed, to the extent that the issues of such committee impact the working conditions of the PSRP unit, the PSRP Council will also be allowed to send representatives to that committee.

When it is necessary to employ a new Principal/Assistant Principal, Superintendent, Assistant Superintendent for Student Services, Assistant Superintendent for Human Resources, or Executive Director of Technology, it shall be the practice in District 205 for the Superintendent or the Board to consult with the Union President to identify PSRP representatives to assist the Superintendent or the Board in the screening of applicants for such positions. The PSRP shall be given the opportunity to interview those candidates selected for final consideration and to express to the Board or the Superintendent, their opinion of the qualifications of the candidates.

ARTICLE 12

NEGOTIATION PROCEDURES

- 12.1 **Meeting.** Either party may notify the other in writing after January 15th and before March 1st of the year in which this Agreement is to expire, by a written demand to bargain, that it desires to terminate or modify this Agreement. If such notification is given, the parties agree to commence negotiations on a mutually agreeable date within 60 days of receipt of any such written demand to bargain. If such notice is not given, then this

Agreement shall continue in effect for an additional 12 months. Before adjournment of each meeting, the parties will agree upon the date of the next meeting.

- 12.2 **Impasse.** If agreement is not reached within 15 days of the expiration date of this Agreement, either party may then or thereafter declare to the other in writing that an impasse exists. When an impasse is declared, the FMCS shall be requested by the parties to appoint a mediator.

ARTICLE 13

AGREEMENT

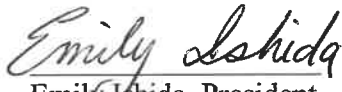
- 13.1 **Entire Agreement/Amendment.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If the Board or the Administration wishes to change a policy which would directly affect wages, fringe benefits or working conditions not covered by this Agreement but which is a mandatory subject of bargaining under Paragraph 10(a) of the IELRA, the Union shall be notified in writing of such proposed change(s) and may, within five (5) days of receipt of said notice, request a meeting with the Superintendent or his/her designee for the purpose of negotiating the change. This Agreement may be amended on a temporary or permanent

basis by the mutual written agreement of the parties. No temporary amendments shall be construed as establishing a precedent.

- 13.2 **Validity.** If any section, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.
- 13.3 **Duration.** This Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2020.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates stated below.

UNION


Emily Ishida, President

BOARD


Shannon Ebner, President


Karen Steufen, Secretary

Ratified by the Union on October 18, 2017.

Adopted by the Board of Education on October 24, 2017.

APPENDIX A
SALARY INFORMATION

PSRPs employed during the 2016-2017 school year will receive the following increases for the 2017-2018 school year:

For Classification REG:

18% increase to 2016-2017 hourly wage, not to exceed the Maximum

For Classification IA:

23% increase to 2016-2017 hourly wage, not to exceed the Maximum

For Classification I:

18% increase to 2016-2017 hourly wage, not to exceed the Maximum

For Classification II:

15.25% increase to 2016-2017 hourly wage, not to exceed the Maximum

For Classification III:

12% increase to 2016-2017 hourly wage, not to exceed the Maximum

For PSRPs hired on or after July 1, 2017, the following hourly wage schedules shall apply regarding minimums, classification change factors and maximums. For PSRPs hired prior to July 1, 2017, only classification change factors and maximums will apply.

2017-2018

Classification	Start/Minimum	Classification Change Factor	Maximum
REG.	\$17.81	5.00%	\$26.96
IA.	\$16.46	5.00%	\$25.81
I.	\$14.99	10.00%	\$24.65
II.	\$13.00	4.00%	\$21.38
III.	\$12.08	10.00%	\$20.91

For the 2018-2019 and 2019-2020 school years, starting hourly wages will be increased by one percent (1.0%) over the prior year's hourly rates. The classification change factors and maximums shall not change for the 2018-2019 and 2019-2020 school years.

2018-2019

Classification	Start/Minimum	Classification Change Factor	Maximum
REG.	\$17.99	5.00%	\$26.96
IA.	\$16.62	5.00%	\$25.81
I.	\$15.14	10.00%	\$24.65
II.	\$13.13	4.00%	\$21.38
III.	\$12.20	10.00%	\$20.91

2019-2020

Classification	Start/Minimum	Classification Change Factor	Maximum
REG.	\$18.17	5.00%	\$26.96
IA.	\$16.79	5.00%	\$25.81
I.	\$15.29	10.00%	\$24.65
II.	\$13.26	4.00%	\$21.38
III.	\$12.32	10.00%	\$20.91

For the 2018-2019 school year, a PSRP's prior year's hourly wages shall be increased by one hundred percent of the Consumer Price Index for all Urban Consumers (CPI-U) as measured for January 1 through December 31, 2016 and published by the U.S. Bureau of Labor Statistics in January 2017 or two and one-tenth percent (2.1%), subject to the maximums set forth above.

For the 2019-2020 school year, a PSRP's prior year's hourly wages shall be increased by one hundred percent of the Consumer Price Index for all Urban Consumers (CPI-U) as measured for January 1 through December 31, 2017 and published by the U.S. Bureau of Labor Statistics in January 2018 with a minimum of one and one-quarter percent (1.25%) and a maximum of two percent (2.0%), subject to the maximums set forth above.

Movement from one job classification to another shall occur at the classification change factor established in Appendix A. Hourly rates will be increased or decreased depending on the change in classification. For example, a PSRP in Classification II who transfers to Classification I would receive a ten percent (10%) increase on his/her current hourly rate. As an additional example, a PSRP in Classification II who transfers to Classification IA would receive a fifteen percent (15%) increase on his/her current hourly rate. Any time a PSRP moves from a lower classification to a higher classification, he/she will be paid using the classification percentage factors or the minimum hourly starting rate in the higher classification, whichever is greater.

APPENDIX B
POSITION TITLES BY CLASSIFICATION
PARAPROFESSIONAL AND SCHOOL RELATED PERSONNEL

REGISTRAR

Registrar

CLASS IA

Lead Secretary-Elementary School

Assistant to the Administration - High School

Secretary for Athletics & Physical Education – High School

Lead Secretary-Middle School

Student Systems Coordinator – High School

CLASS I

Secretary to Assistant Principals – High School

Secretary for Health Services - High School

Campus Supervisor – High School

Learning Adjustment Center Coordinator – High School

Secretary to York Student Services (YSS) - High School

Assistant Secretary - Middle School

Secretary for Special Education - High School

Assistant Secretary - Elementary School

Substitute Coordinator and Financial Secretary - High School

Academic Core Secretary – High School

ELL Secretary – High School

Assistant Secretary/Receptionist for Student Services - High School

Technology Assistant – Elementary and Middle School

Lead Secretary – Early Childhood Education Center

CLASS II

Attendance Office Recorder – High School

Instructional Assistant – Reading

Instructional Assistant – ELL

Instructional Assistant – Student Services – High School

Educational Assistant for Testing and Tutoring – High School

Computer Assistant—High School

Learning Commons Assistant - High School

Educational Assistants (Special Education) - District-Wide

Permanent Substitute Assistants - District-Wide

Secretary for Learning Commons & Elective Departments – High School

Library and Technology Facilitator - Early Childhood Education Center

In-School Suspension Assistant - Middle School

Assistant Secretary – Early Childhood Education Center

CLASS III

Water Safety Instructor - High School