

**2022 – 2026  
AGREEMENT  
BETWEEN**

**THORNTON FRACTIONAL TOWNSHIP  
HIGH SCHOOL DISTRICT 215**

**&**

**THORNTON FRACTIONAL SUPPORT STAFF  
AFT LOCAL #943, IFT**





**THORNTON FRACTIONAL TOWNSHIP HIGH SCHOOL DISTRICT 215**  
**BOARD OF EDUCATION**  
**AND**  
**SUPERINTENDENT OF SCHOOLS**

Ms. Rita Oberman	Board President
Ms. Morgan Waller	Board Vice-President
Ms. Andrea Ballard	Board Secretary
Dr. Christopher Dodd	Board Member
Mr. Richard Dust	Board Member
Ms. Diana Jackson	Board Member
Ms. Marcie Wilson	Board Member
Dr. Sophia Jones-Redmond	Superintendent

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## ARTICLE I – RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive collective bargaining agent for all regularly employed, full-time and part-time (less than 600 hours per calendar year of assigned work) educational support personnel, including Bookstore Managers, Cafeteria Aides, Custodians, Deans' Assistants, In-School Coordinators, Paraprofessionals, Registrars, School Health Assistants, and Secretaries/Clerical Staff (**except** Secretary to the Principal). No supervisory personnel, Maintenance Workers, Groundskeepers, Technology personnel, District Office personnel, or any substitute/temporary employees) shall be part of this bargaining unit concerning salaries, fringe benefits, and working conditions.
- B. Definitions
1. The term "District" as used throughout this Agreement refers collectively to all facilities and programs of School District No. 215.
  2. The terms "Bookstore Manager," "Cafeteria Aide," "Custodian," "Deans' Assistant," "In-School Coordinator," "Paraprofessional," "Registrar," "School Health Assistant," "Secretary," and "Employee" as used in this Agreement include the members of the bargaining unit as covered in this Article.
  3. The term "Day" as used in this Agreement shall refer to working days the Business Office of the Board of Education is open.
  4. The term "School" refers to any educational facility or academic location of the District to include: T. F. North High School, T. F. South High School, T. F. Center, and District Office.
  5. The term "Union" as used in this Agreement refers to Thornton Fractional Support Staff Council of Local 943 of the Illinois Federation of Teachers, AFT, AFL-CIO but may also include a field representative of the AFT, AFL-CIO where desired.
- C. Union members may authorize the Board to deduct Union dues and COPE contributions from payroll on a regular basis and remit monthly. Such authorization may be terminated by the individual giving thirty days' written notice to both parties. The Union members and/or Local 943 of the AFT agree to save and hold harmless the board from any and all liabilities incurred as a result of this paragraph.
- D. Any employee may join any employee organization of his/her own choosing.
- E. The Union agrees not to strike, nor to withhold services, engage in joint and concerted behavior which denies it services, nor picket in any manner which would tend to disrupt the operation of any public secondary school in District No. 215. The benefit of any and all decisions which result from negotiations shall apply

equally to all regularly employed personnel, who are members of the bargaining unit.

## ARTICLE II – EMPLOYEE RIGHTS

A. Non-Discrimination

The parties affirm their policy of non-discrimination by reasons of race, gender, gender identity, sexual orientation, socioeconomic status, ability, home or first language, religion, national origin, immigration status, age, physical appearance, marital status, or union activities.

B. Right of Representation

When an employee is required to appear before the Board, Superintendent, or his/her/their supervisor concerning any matter which could adversely affect the employee's employment status, the employee shall be entitled to have a Union representative present.

C. Union Representatives

The District recognizes the right of the Union to select from its employees who are members of the Union, a steward/building representative, or committee to handle Union business. The name of such steward(s)/building rep(s) or committee member(s) shall be furnished to the District.

D. Bulletin Board

The Union will be allowed the use of those bulletin boards designated in each building for posting Union information.

E. Union Meetings

1. Meetings on employee time may be held on school property with the prior approval of the Superintendent or his/her/their designee.
2. The Union may hold meetings after school hours in any District building by prior arrangement with the building principal. Except as may be permitted by the Superintendent or this Agreement, the Union shall not be permitted to transact union business during working hours. The Union shall pay the school the cost of school materials used for Union purposes.

F. Job Descriptions

The administration will provide a written job description each year to the union for all support staff positions. Job descriptions shall be updated as modifications are required, by the administration, with union input, to reflect any changes that may have occurred since the previous job description was issued.

G. Professional Issues Committee

The Board and Union agree that a Professional Issues Committee (PIC) shall be established to meet on a bi-monthly basis. PIC shall consist of the Superintendent, the Principal(s), and four members selected by the Union. The focus of the PIC shall be the communication and discussion of issues relevant to educational improvement and general building concerns, but the PIC is not intended to be a vehicle for collective bargaining or to circumvent the grievance process. The Union President shall forward an agenda to the Superintendent at least 48 hours in advance of the bi-monthly PIC meeting. If the Superintendent desires to add items to the agenda, the agenda may be amended and returned to the Union President at least 24 hours in advance of the meeting.

### **ARTICLE III – NEGOTIATIONS**

A. This Agreement shall remain in effect for the period specified herein and shall continue in effect from year to year thereafter of the year during which this Agreement terminates unless either party notifies the other in writing prior to the 1<sup>st</sup> of April of its intention to revise, modify or amend this Agreement.

B. If any provisions of this Agreement are or shall be at any time contrary to law, then such provisions shall not be applicable, enforced or performed except to the extent permitted by law. All other provisions not contrary to law shall continue in effect.

C. Board/Union Communication

1. Upon reasonable request, the parties agree to share information such as budgetary requirements, allocations, financial resources and any other available information which might be relevant to the success of the negotiations.

2. Prior to each regular Board meeting, a copy of the Superintendent's report and the minutes to be approved will be placed in the mailboxes of the Union president and the executive vice-president.

3. The president of the Union or his/her/their designated representative shall be given written notice of any regular or special meetings of the Board identical to that received by the Board members.

D. Printing of Contract

The Board shall reproduce and distribute a copy of the Agreement to each employee at the first meeting of the staff at the beginning of the school year or as soon as it is practical after ratification by both parties.

#### **ARTICLE IV – PAY PERIODS and PAYCHECK DISTRIBUTION**

- A. Twelve-month employees shall be paid twenty-six (26) pay periods per year. Other employees may elect twenty-three (23) or twenty-six (26) pay periods.
- B. Payroll checks are normally distributed to employees on Fridays, every two weeks. There will be no pay advances.
- C. No check will be distributed to anyone, other than the employee, without written authorization from the employee.

#### **ARTICLE V – EXTRA CURRICULAR**

- A. Designation, appointment and retention of all athletic coaches and activity sponsors shall be made at the discretion of the Board.
- B. The Union agrees the Board is under no obligation to offer sports, activities or maintain prior staffing levels.
- C. It shall be the duty and responsibility of the assigned chaperones at all extracurricular functions to supervise the conduct of the students in attendance at such activities.
- D. Deans' Assistants may continue to perform security duties and will be paid their regular rate of pay for such duties. All other extracurricular and extra duty assignments performed by bargaining unit members will be paid at the rates agreed to in Appendix B of the current Local #683 contract.
- E. Credit Recovery Program - Deans' Assistants, Secretaries, and other support staff may continue to perform regular duties and will be paid their regular rate of pay for such duties.
- F. Bargaining unit members may apply for both coaching and/or activity sponsorship remaining vacant after vacancies have been posted by the Administration. It is anticipated such vacancies shall occur after other staff have applied for or been assigned to such duties; however, nothing shall preclude the Board from filling them with non-bargaining unit members.
- G. Employees who attend District 215 professional development sessions during school break periods will be compensated at their regular hourly rate of pay.



## ARTICLE VI – ANNUITY PROGRAM

Upon authorization of a staff member in writing, the Board shall deduct money from his/her/their pay and remit this money each pay period to a tax-sheltered annuity program the staff member elects. The staff member agrees to save and hold harmless the Board from any and all liabilities of the annuity program incurred as a result of this Article. It is agreed that any member of the staff who wishes to participate in such a plan, who is not already a participant, shall choose a plan from an approved list submitted to the Board by the Union. The list submitted by the Union shall be limited to five (5) plans which may be expanded to a maximum of eight (8) plans provided a minimum of five (5) staff members wish to participate in a plan which is not on the approved list.

## ARTICLE VII – UNPAID LEAVES

### A. General

1. Leaves shall not be granted when it is determined that financial gain is the major purpose.
2. Except as otherwise provided, there is no guarantee after the duration of the leave that the same position shall be open.
3. Certification of fitness may be required for return to duty. The employee has the right to select his/her/their own physician.
4. Upon return from any approved leave the employee shall be credited with sick leave accumulated prior to the granting of the leave.
5. Employees on approved leave shall not accrue nor lose seniority.
6. In order to return to work notice must be filed, in writing, with the Superintendent thirty (30) days prior to the year during which leave terminates; failure to serve such written notice shall result in termination of employment.

### B. Terms

A non-probationary employee may request, and the Board of Education may choose to grant such employee, an unpaid leave of absence as generally described in this Article. The terms and conditions governing such request of leave, if granted, shall be as follows:

1. The granting or denial of any leave shall not be deemed precedential in any respect, and no action shall lie against the Board for granting or denying such request in whole or in part.

2. The purpose of such leave may include the following:
  - a. Educational purposes;
  - b. Foreign, military or governmental work;
  - c. Long-term Union Leave;
  - d. Any other reasons as determined solely by the Board.
  
3. A leave request shall be submitted in writing to the immediate supervisor stating the following:
  - a. The purpose or purposes for such leave;
  - b. The requested commencement date and termination date;
  - c. Any applicable supporting documents.

The immediate supervisor shall make his/her/their recommendation regarding the leave request to the Director of Human Resources.
  
4. The Director of Human Resources shall communicate to the employee the status of said leave request after the Board of Education approves or denies the request. .
  
5. Time on leave is not counted toward continuous service or employment by the Board and paid leave days shall not accrue during said leave, as permitted by law. The employee may make arrangements with the Illinois Municipal Retirement Fund for pension credit at his or her own expense. Any fringe benefit programs offered by the Board, in whole or in part, may be continued at the employee's sole expense subject to approval of any third-party provider of benefits then in effect. Such continuation of fringe benefits shall be at the employee's sole expense except as is otherwise provided in Article VII.E.

C. Parent/Child Rearing Leave

Bargaining Unit members with at least two continuous years of employment shall be granted parental leave without pay or other benefits subject to the following conditions:

1. Application for child rearing leave shall be made in writing to the Superintendent at least sixty (60) calendar days before the proposed commencement of such leave.
  
2. The staff member and Superintendent or designee shall mutually determine the commencement and termination of the leave. The leave shall not exceed the balance of the school year in which it commences and one (1) additional school year.

3. Sick leave shall not be applicable during the period of child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the staff member upon return to active employment in the District.
4. Any staff member on parental leave shall notify the Superintendent in writing by March 1 of intent to return to employment the following school year.
5. A male qualifying staff member shall be entitled to a child rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this Article.
6. An employee granted a leave of absence hereunder shall agree in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.
7. Upon return to employment from leave, the staff member shall receive an available assignment consistent with his/her/their primary position held prior to leave, provided that leave status will not exempt the staff member from reduction in force (RIF). Placement in his/her/their previous assignment is not guaranteed.

D. Workers' Compensation

An employee injured in the scope of his or her employment shall be required to complete an accident report no later than the third (3<sup>rd</sup>) work day following the accident except in cases of emergency waivable by the Superintendent. An employee who has become injured in the scope of his employment, causing him/her to lose more than three work days, shall be entitled to temporary total disability (TTD) benefits as determined by the Illinois Workers' Compensation Commission; this benefit (approximately 2/3 of the employee's average weekly wage) can be supplemented by the employee's accumulated sick leave to receive full wages. TTD is not paid for the first three lost work days unless the employee misses 14 or more calendar days due to the injury. If the employee's injury is caused by a student, the District will provide the additional one-third pay for up to 15 work days and will not require the employee to use sick leave for those 15 work days.

E. Family and Medical Leave (FMLA)

This leave will be granted under the current terms of the federal Family and Medical Leave Act in effect at the time the request is made. Accumulated sick, personal, and vacation leave will run concurrently with FMLA leave. FMLA leave is granted based on the District's fiscal year, which runs July 1 through June 30.

F. Extended Illness Leave

Upon expiration of accumulated sick, personal, and vacation days, FMLA leave,

and days granted from the Support Staff Sick Leave Bank, and upon submission of a request for additional leave of absence supported by medical evidence satisfactory to the Board, an employee shall be granted up to two additional calendar months of leave. During the period of extended illness leave, the employee shall receive no pay or fringe benefits except that insurance can be kept in effect at the expense of the employee on a pre-payment plan. Upon expiration of the final leave of absence, the employee has the option of: returning to work (if able to meet the essential function requirements of the position), retirement, resignation or termination.

### **ARTICLE VIII – DISCIPLINE**

- A. Progressive Discipline – The Board agrees to abide by the tenets of progressive discipline, when appropriate, including:

Oral reprimand, written reprimand, Suspension with or without pay, change of assignment, and dismissal.

Nothing contained herein shall require the Board to exhaust all of the foregoing techniques when circumstances require the appropriate technique be applied in an expeditious fashion in the event the Board determines that discipline is necessary.

- B. Formal Board action to discipline an employee shall be preceded by:

1. Twenty-four (24) hour written notice of a fact-finding meeting will be provided to the affected employee; however, in cases of potential criminal activity, the union agrees to waive the 24-hour requirement. The notice shall include the purpose of the meeting and the employee shall be allowed to invite a union representative to said meeting.
2. Written notice to the employee of the charges and notification of the meeting at which a recommendation will be made to the Board of the contemplated discipline;
3. The right to Union representation; and
4. The right of the employee to respond to the charges, including the right to offer information in his/her/their defense and to question the information presented to the Board.

- C. Employees shall be disciplined for just cause.

- D. Except for Board-ordered remediation, an employee may request that disciplinary materials which are more than four (4) years old be removed from the employee's official personnel file, based on Superintendent approval.

## **ARTICLE IX – GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" is a claim by the Union that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
2. Working days as used in this grievance procedure shall refer to days when the District 215 business office is regularly open to conduct official school business.

B. Purpose

This procedure is designed to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.

C. Procedure

1. The time limit specified at any level may be extended by mutual agreement between the Superintendent and the president of the Union. No grievance shall be initiated more than twenty-five (25) working days after the cause thereof has occurred or could have been discovered by a reasonable person.
2. All decisions rendered at all levels of the formal grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant, the president of the Union and the grievance chairperson of the Union.
3. When appropriate, and by mutual agreement between the Union president and the superintendent, a grievance may proceed directly to level two (2).
4. At all formal hearings of the grievance, a representative or representatives of the Union shall be present.

D. Informal Process

An employee with a grievance will first discuss it with his/her/their immediate administrative supervisor who will respond within ten (10) working days.

E. Formal Process

All formal grievances shall be in writing.

1. Level One - If the grievance cannot be resolved informally the grievant will be required to present to the principal (or, in the case of employees at the Administrative Center, to the Superintendent) the grievance in writing on the proper form within ten (10) working days after receiving the response of the administrative supervisor. No response from the administrative supervisor shall constitute a negative response. If the grievance is not presented within this time limit the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. The principal (or Superintendent) shall have ten (10) working days to meet with the grievant and respond to the grievance.
2. Level Two - If the Union is not satisfied with the written disposition of the grievance at level one (1), or if no decision has been rendered within ten (10) working days after presentation of the grievance, the Union may file the grievance in writing with the superintendent within ten (10) working days. If the grievance is not referred to the superintendent within this time limit the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. Within ten (10) working days after receiving the written grievance, the superintendent will meet with the Union for the purpose of resolving the grievance.
3. Level Three - If the Union is not satisfied with the written disposition of the grievance at level two (2), or if no decision has been rendered within ten (10) working days after the presentation of the grievance, the Union may file the grievance in writing with the Board of Education within ten (10) working days. If the grievance is not submitted to the Board of Education within these time limits the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. The Board of Education shall schedule a hearing on the grievance within two (2) months of receipt of the written grievance. The Union shall be notified in writing at least three (3) days prior to the hearing by the Board. The Board shall hear the aggrieved, the Union grievance committee and such other persons as the Board and Union may deem necessary for the resolution of the grievance. The Board shall report its findings through the Superintendent within ten (10) working days of the hearing. The report shall include the decision of the Board and any information which is pertinent to the grievance.
4. Level Four - If the grievance is not resolved to the satisfaction of the Union, the Union may within ten (10) working days after receiving the decision of the Board submit in writing a notice of intent to enter into binding arbitration. If the notice is not filed within ten (10) working days, the grievance shall be deemed withdrawn. A list of seven (7) arbitrators shall be secured from the American Arbitration Association. Final selection of the arbitrator shall be made by the parties alternately striking a name from the list until one (1) name remains and this person shall serve as arbitrator. The party eligible for the first (1st) deletion shall be determined by chance. If the selected arbitrator is unable to serve, a

new list shall be requested from the AAA. The following governs the arbitration process:

- a. The decision of the arbitrator shall be final and binding on both parties.
- b. It is agreed that the arbitrator shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her/their authority will be strictly limited to deciding only the issue or issues presented to him at any hearing or in writing by the Board and the Union. His/her/their decision must be based solely upon his/her/their interpretation of the meaning or application of the express relevant language of the Agreement.
- c. Each party shall bear the full cost for its representation in arbitration. Expenses for the arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union.
- d. Should either party request a transcript of the proceedings said party shall bear the full costs for that transcript. Should both parties request a transcript, the cost of the two (2) transcripts shall be divided equally between the parties. The parties shall evenly divide the cost of the transcript for the arbitrator.

F. Grievance Records

1. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
2. Upon final action, the original will be placed in the grievance file maintained in the Administrative Center unless the grievance is dropped.

**ARTICLE X – NOTICE OF VACANCY**

- A. All regular full-time and part-time employment vacancies shall be posted at an identified location at each building for five (5) working days before the vacancies are to be filled. Bargaining unit members who submit a complete, timely application shall be given preference when equally qualified with an outside applicant.
- B. A bargaining unit member may apply for any summer positions. If, in the judgment of the Administration, he/she/they is qualified for the position, he/she/they shall be awarded the position and paid his/her/their regular hourly rate of pay, prior to hiring a person from outside the District.

## **ARTICLE XI – PROMOTION / REASSIGNMENT**

- A. Occasionally, promotion to positions within the bargaining unit shall occur and notice of the same opportunity shall be posted by the Superintendent or his/her/their designee prior to filling the same. A promotion is defined as a movement from one job category to another for which a higher rate of pay is to be paid or a greater number of days/hours will be worked.
- B. Nothing in this Agreement shall be deemed to prohibit a bargaining unit member from applying for promotion to a position outside the bargaining unit. Provisions of this Agreement do not cover the procedures concerning such promotion.
- C. Qualifications and past experience of employees shall be considered in all cases of promotion within a job category.
- D. When an educational support personnel employment vacancy occurs in the District shall be given fair consideration and preference for a job interview if they: meet the listed requirements of the position, hold equivalent credentials to external candidates, have a history of proficient or better performance evaluations, and complete and submit a timely employment application for the position.
- E. A new employee may receive up to ten percent over the starting wage for verified educational and work experience.
- F. Reassignments between schools and/or shifts shall be made based upon the best interests of the school district. The Superintendent shall serve notice to the Union president prior to the effect of any reassignment to explain the basis of the reassignment decision.
- G. A custodian who is assigned on a shift that receives a differential in pay and is reassigned by the Board to a different shift, without cause, shall not receive a decrease in hourly pay nor lose any pay differential.

## **ARTICLE XII – EMPLOYEE RECORDS**

- A. One official personnel file for each employee shall be maintained by Human Resources.
- B. Each employee shall have reasonable access to review and/or receive a copy of his/her/their official personnel file, with the exception of confidential recommendations.
- C. Each employee shall have the right to have dissenting explanatory material attached to any document within his/her/their official.



### **ARTICLE XIII – REDUCTION IN PERSONNEL/SENIORITY**

If a reduction in personnel within a job category results from the decision of the Board to reduce the number of employees by the District or to discontinue some particular type of service for any reason, the Board shall lay off within a category based upon seniority in that category. Written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested, or personal delivery with receipt at least thirty (30) days prior to the effective date of reduction, together with a statement of honorable dismissal and the reason therefore.

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 or any other category of position, so far as they are qualified to hold such positions. Qualifications will be determined solely by the Administration. If an educational support personnel employee is removed or dismissed as a result of a decision of the board to decrease the number of educational support personnel employed by the board or to discontinue some particular type of educational support service and he or she accepts the tender of a vacancy within one calendar year from the beginning of the following school term, then that employee shall maintain any rights accrued during his/her/their previous service with the school district.

Notice of a recall shall be delivered by certified mail or personal delivery with receipt to the removed employee at the last address provided to the administration. Such person must notify the administration within ten (10) working days after the recall notice was mailed as to whether he/she/they will accept the recall. Failure to respond in writing within such time limit or a rejection of the recall shall result in removal from the recall list and the forfeiture of any recall rights.

Categories for the bargaining unit are as follows:

- Bookstore Manager
- Cafeteria Aide
- Custodian
- Dean's Assistant
- In-School Coordinator
- Paraprofessional
- Registrar
- School Health Assistant
- Secretary/Clerical

## **ARTICLE XIV – PROTECTION OF PROPERTY**

It is the duty of each school employee to safeguard and protect school properties in accordance with “The School Code of Illinois.” Care shall be taken to see that windows and doors are properly secured before leaving the building. Custodians working alone may not leave the building during their shift without notification to and agreement of the immediate supervisor. Students shall be instructed to respect and have regard for public property.

## **ARTICLE XV – EVALUATIONS**

- A. The Union and Board’s evaluation committee shall be comprised of equal members representing the Union and Board. The committee shall meet as needed to discuss necessary revisions/updates to the evaluation tool.
- B. Evaluations of all full-time and part-time employees will be conducted annually by the employee’s immediate supervisor or building administrator. The evaluation of paraprofessionals shall include an observation of at least one class period and may include input from the supervising teacher, if applicable.
- C. Evaluations will be based on the employee’s work year (or the fiscal year of July 1 through June 30 for 12-month employees). Annual evaluations must be completed and provided to the employee by May 31<sup>st</sup> for seasonal employees and June 30<sup>th</sup> for 12-month employees.
- D. Copies of the evaluation will be shared by the supervisor of each employee within 10 work days of completion of the evaluation and added to the employee’s official personnel file. Employees shall sign the evaluation to denote receipt, not necessarily agreement, of the evaluation. Employees may submit a rebuttal to be attached to the evaluation.

## **ARTICLE XVI – SAFETY**

Use of personal cell phones, tablets, and electronic devices for personal reasons is prohibited during work hours, except during lunch/break(s) and in case of emergency. Formal discipline will be recommended for repeated violations of this Article.

## **ARTICLE XVII – PROBATIONARY EMPLOYEES**

A new employee is deemed a probationary employee for three months from the first day worked by the employee. Continuing employees who voluntarily reassign to another job category will likewise complete a three-month probationary period in that job category and have the right to apply for other vacancies during the probationary period. Probationary employees will not accrue vacation until after completion of the probationary period, and they may be dismissed or disciplined at any time without reason prior to becoming a continuing employee. Thereafter, the employee will be on continuing status and subject to the provisions of discipline articles of this Agreement.

**ARTICLE XVIII – HOURS OF WORK, HOLIDAYS and OVERTIME**

	Bookstore Manager/Registrar/12-Month Secretary	10-Month Secretary	Cafeteria Aide	Custodian	Deans' Assistant	Paraprofessional & In-School Coordinator	School Health Assistant
Normal Work Day	8 hours	8 hours	8 hours	8 hours	8 hours	7.5 hours	8 hours
Normal Work Week	40 hours	40 hours	40 hours	40 hours	40 hours	37.5 hours	40 hours
Daily Lunch (paid)	30 minutes	30 minutes	30 minutes	30 minutes	30 minutes	1 Class Period	1 Class Period
Daily Break(s)	Two 15-minute breaks*	Two 15-minute breaks*	Two 15-minute breaks	Two 15-minute breaks*	Two 15-minute breaks*	N/A	N/A
* With consent of the immediate supervisor, employee may take a one (1) hour lunch period if he/she/they surrenders his/her/their breaks							
Scheduled to Work:							
1. Parent-Teacher Conference Days	Yes	Yes	No	Yes	Yes	Yes	Yes
2. Teacher Institute Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3. Winter Break	No - Vacation	No	No	Yes	No	No	No
4. Spring Break	No - Vacation	No	No	Yes	No	No	No
5. Summer Break	Yes	No	No	Yes	No	No	No
6. Other Student Non-Attendance Days (including days immediately following Parent-Teacher Conferences)	Yes	10 Days prior and 10 Days after School Year	No	Yes	Up to 10 Days Prior to or After School Year	No	No
Paid Holidays:							
1. New Year's Day	Yes	No	No	Yes	No	No	No
2. Martin Luther King Day	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3. President's Day or Lincoln's Birthday**	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4. Casimir Pulaski Day	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5. Friday Preceding Easter	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6. Memorial Day***	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7. Juneteenth***	Yes	No	No	Yes	No	No	No
8. Independence Day	Yes	No	No	Yes	No	No	No
9. Labor Day	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10. Columbus Day/Indigenous Peoples' Day	Yes	Yes	Yes	Yes	Yes	Yes	Yes
11. General Election Day (11/8/2022 only)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12. Veteran's Day****	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13. Thanksgiving	Yes	Yes	Yes	Yes	Yes	Yes	Yes
14. Day After Thanksgiving	Yes	Yes	Yes	Yes	Yes	Yes	Yes
15. Christmas Eve	Yes	No	No	Yes	No	No	No
16. Christmas Day	Yes	Yes	Yes	Yes	Yes	Yes	Yes
17. New Year's Eve	Yes	No	No	Yes	No	No	No
**Whichever Holiday is Observed by the District   ***Paid holiday if holiday falls within employee's work year   ****Paid holiday if holiday falls within employee's work week							

- A. Bookstore Manager/Registrar/12-Month Secretary/Clerical ONLY: During summer break, the schools will be open from 7:00 a.m. to 4:30 p.m. Monday through Thursday. Employees may choose to work one of the following summer schedules, which shall constitute a 40-hour work week:
1. Monday through Thursday from 7:30 a.m. to 4:00 p.m. with a 30-minute lunch, and be charged with four (4) hours of leave (vacation or personal) for each Friday (an employee on this schedule will be charged 1.125 days of leave when missing one of these work days);
  2. Monday through Thursday from 7:00 a.m. to 4:30 p.m. with a 30-minute lunch, and not be charged leave for each Friday (an employee on this schedule will be charged 1.25 days of leave when missing one of these work days).
  3. Monday through Thursday from 8:00 a.m. to 4:00 p.m. with a 30-minute lunch and two 15-minute breaks (or a one-hour lunch with supervisor approval), and be charged with eight (8) hours of leave (vacation or personal) for each Friday.
- B. Custodial: There shall be 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and Flex work shifts. Such shifts, other than Flex shift, shall each consist of eight hours with beginning and end times to be determined by the Superintendent.

Regularly employed custodians who are requested to work for an absent custodian, shall work the shift hours of the absent employee. Any deviations from the normal shifts shall be approved by the Building Foreman and the Principal.

If during summer break, winter break or spring break, it is necessary to amend the staffing levels of a shift at a building, volunteers shall first be sought. If the number of volunteers exceeds the number of positions, positions shall be filled by seniority. If an employee volunteers to change shifts, the employee shall forfeit any pay differential. If the Board enforces a mandatory change in shift, the employee shall suffer no loss in pay. A mandatory change in shift shall be filled by inverse seniority.

- C. Overtime pay shall be paid at the rate of one and one-half (1½) times the regular hourly rate for hours worked (excluding lunch) by an employee in excess of forty (40) hours worked per week. Overtime/additional work hours scheduled in advance shall be rotated through eligible employees on a seniority basis until all eligible employees have been offered an opportunity to work overtime, at which point the rotation shall return to the beginning. In the case of emergency situations, Administration may forego seniority and grant overtime/additional work hours to a qualified employee within the job category. Overtime pay immediately before or immediately after a regular shift shall be no less than one-half hour. Employees who accept an additional work shift and fail to complete the shift will not be offered future shifts until all other employees have declined the shift. Overtime/additional work hours performed at a time other than immediately before or immediately after a regular shift shall be no less than two hours.

- D. In the event the schools close for inclement weather or other emergency purposes, bookstore managers, in-school coordinators, paraprofessionals, registrars, and secretaries/clerical staff will have the following options:
  - 1. Telework
  - 2. Use accrued, paid leave (i.e. vacation or personal leave) to be paid for the day;
  - 3. Make up the lost time on another date(s) approved by district administration;
- E. A delayed start bell schedule will be in use when the Superintendent determines that inclement weather prohibits a standard school day schedule. Non-custodial staff will have the option of reporting to work at their standard start time and working their assigned schedule or using accrued, paid leave if they are unable to report at their standard start time.
- F. If a holiday falls within a vacation period, the employee shall be paid for that day and it will not count as part of his/her/their vacation time. Custodians not scheduled to work on an actual or observed holiday will celebrate the holiday on the workday immediately preceding or following the holiday.
- G. A holiday may not be extended by use of personal leave unless approved in writing and in advance by the Superintendent/or designee.
- H. An employee who is called in to work on an actual or observed holiday shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay in addition to receiving holiday pay.
- I. In order to promote security of the buildings and to provide the business office with accurate information, all employees must be ready to work and swipe/clock in at the start of each shift and swipe/clock out at the end of each shift. Formal discipline will be recommended for excessive tardiness.

## **ARTICLE XIX – SICK LEAVE BANK**

The Board of Education, in cooperation with the Union, established a Sick Leave Bank on a voluntary basis. The Union shall administer the Sick Leave Bank and shall establish rules for the implementation of the Bank. A copy of the established rules shall be on file in the District personnel office. The union shall provide to the District personnel office the names of participating members and the subsequent charges against the Bank. The union agrees to hold harmless the Board of Education for any claim, damages or legal actions initiated pursuant to the Section. Procedures in effect during the 2017-2022 collective bargaining agreement shall remain in effect unless the Board approves changes in these procedures submitted by the Union.

## ARTICLE XX – PAID LEAVES OF ABSENCE

### A. Sick Leave

1. At the beginning of each school year, sick leave shall be credited to each employee as follows:

Years 1 through 10 of full-time District 215 employment      12 days

Years 11 through 20 of full-time District 215 employment      17 days

Years 21 through 30 of full-time District 215 employment      22 days

Years 31+ of full-time District 215 employment      27 days.

The number of days of sick leave credited in the first year of employment shall be pro-rated based on the employee's hire date.

2. Unused sick leave days may accumulate to 360.
3. Sick leave as referred to in this Article shall be interpreted to mean personal illness, medical appointment, quarantine at home, serious illness or death in the immediate family or with a permanent resident of the household, or the birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. Immediate family shall include: parents, step-parents, spouse, domestic partner, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians per Illinois School Code ([105 ILCS 5/24-6](#)).
4. The school board may require a certificate from a physician licensed to practice medicine and surgery in all its branches, a chiropractic physician licensed under the Medical Practice Act of 1987, a licensed advanced practice registered nurse, a licensed physician assistant, or, if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith as a basis for pay during leave after an absence of three days for personal illness or as the school board may deem necessary in other cases.

### B. Personal Leave

1. Each full-time employee shall be granted up to three (3) days leave per year with pay, for the purpose of attending to matters which require absence during work hours, and cannot be attended to other than during work hours. Such days may not be used for personal remuneration, recreation, vacation or to extend a weekend or holiday period. The number of days of personal leave credited in the first year of employment shall be pro-rated from the employee's date of employment to June 30 (end of fiscal year). Unused personal leave shall accumulate annually as sick leave days.

2. Notice of intent to take leave shall be made known in writing to his/her/their supervisor at least one day (except in emergency situations) in advance of the date of the proposed absence.
3. If this leave is to be used before or after a legal holiday, Winter/Spring break, two weeks before the opening or closing of school, or for two or more consecutive days, the purpose of the leave shall be made known to the Superintendent or his/her/their designee and requires his or her approval on a District form at least one day in advance of the date of the proposed leave.

C. Bereavement Leave

Each employee may be granted a leave of absence by the immediate supervisor as needed up to a maximum of five (5) days per occurrence; this is in addition to sick leave and shall be paid at regular rate of pay. This leave is applicable for members of the immediate family, including: parents, step-parents, spouse, domestic partner, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

D. Jury Duty

Personnel called for Jury Duty shall be paid their regular rate of pay.

D. Union Leave

Union officers or their designees may take up to five (5) days leave per school year for the purpose of attending state conventions or union workshops. A maximum of one person per building will be given this release time. Employees using this leave must use vacation or personal leave for their absence(s).

**ARTICLE XXI – VACATIONS  
BOOKSTORE MANAGERS, CUSTODIANS, REGISTRARS,  
12-MONTH SECRETARIES/CLERICAL**

- A. Vacation accrued the first year shall be pro-rated from the employee's date of employment to the end of the fiscal Year (June 30). Thereafter vacation time shall be accrued from July 1 through the following June 30 (fiscal year). If a person is hired on or prior to the fifteenth (15<sup>th</sup>) of the month, he/she/they shall be credited with a full month's earned vacation. If a person is hired after the fifteenth (15<sup>th</sup>) of the month, he/she/they shall not earn vacation for that fractional portion of the month that remains.
- B. In the second and subsequent years of employment a rounding technique shall be used to credit vacation earned. The technique shall be as follows:
  1. If an employee has worked one half of the year plus one day, the employee shall advance to the next step on the support staff personnel vacation



schedule. In some cases, the employee may have spent a portion of a school calendar year on an extended leave of absence. While on a leave of absence the employee will not receive fringe benefits and will not accrue vacation time.

2. However, if the employee has worked one half of his/her/their contractual work year plus one day, the employee will advance to the next step of the vacation schedule in the coming year after returning from his/her/their leave of absence.
  3. If the employee has not worked one half of his/her/their contractual work year plus one day then the employee shall remain on the same step of the vacation schedule during the succeeding year.
- C. All employees (except custodians) will be required to use vacation to be compensated when the district closes for winter break and spring break; employees who have not yet accrued vacation will not be paid for these days. All other vacation schedule requests shall be subject to administrative approval.
- D. Vacation will be accrued bi-weekly for the first four months of the fiscal year for continuing employees and shall be taken in the year in which credit is earned. Vacation will be accrued in a lump sum for new employees upon completion of their probationary period. A maximum of five unused days of vacation may be carried over from one fiscal year to the next.
- E. Upon building principal approval, to facilitate smooth operation in the building during summer, personnel may be permitted to use accrued vacation prior to June 30 of the accrual year.
- F. Twelve-month employees shall be granted vacation allowance according to the following schedule.

1 <sup>st</sup> Year	12 days	2 <sup>nd</sup> Year	13 days
3 <sup>rd</sup> Year	14 days	4 <sup>th</sup> Year	15 days
5 <sup>th</sup> Year	16 days	6 <sup>th</sup> Year	17 days
7 <sup>th</sup> Year	18 days	8 <sup>th</sup> Year	19 days
9 <sup>th</sup> Year	20 days	10 <sup>th</sup> Year	21 days
11 <sup>th</sup> Year and beyond	22 days		

An employee who earned greater than 22 vacation days prior to the ratification of this agreement will continue to earn that number of vacation days each year.

- G. Upon resignation, reduction-in-force or retirement, employees shall receive credit for accrued vacation days payable at the employee's regular hourly rate of pay.
- H. Vacation time may not be extended by use of personal leave unless approved in writing and in advance by the Superintendent or designee.

**ARTICLE XXII – INSURANCE**

- A. The Board of Education shall offer, medical, dental and vision insurance for regularly employed personnel and their dependents. Coverage offered and employees’ share of the costs shall be the same as for the teachers. The monthly rates shall be as follows:

PLAN	2022-2023			2023-2024, 2024-2025, 2025-2026		
	SINGLE	2-PARTY	FAMILY	SINGLE	2-PARTY	FAMILY
Medical PPO	\$185.00	n/a	\$452.00	\$195.00	n/a	\$462.00
Medical HMO	\$177.00	n/a	\$425.00	\$187.00	n/a	\$435.00
Dental PPO High	\$52.64	\$99.00	\$165.63	Cost	Cost	Cost
Dental PPO Low	\$27.77	\$51.99	\$81.89	Cost	Cost	Cost
Vision	\$5.60	\$10.60	\$15.57	Cost	Cost	Cost

- B. The Board of Education shall provide \$50,000 in Basic Life and Accidental Death & Dismemberment Insurance for regularly-employed, full-time personnel. Employees shall have the option of purchasing additional life insurance through payroll deduction.
- C. To be eligible for insurance benefits and coverage specified herein, an employee must be employed at least on a regular basis, thirty (30) hours per week.
- D. Available insurance benefits are as defined by the carrier chosen by the Board of Education. See provider/carrier benefits brochure made available to each employee and dependent covered by the plan each year. During the life of this Agreement, the Board shall have the right to change insurance carriers, and/or third-party administrators.
- E. The Board of Education shall provide maintenance of benefits by continuing hospital and medical insurance (COBRA) for all retiring employees at their own expense.
- F. Employees who choose to decline comprehensive medical insurance benefits will receive \$1,000 annually (as two \$500 payments biannually).

**ARTICLE XXIII – TUITION**

Reimbursement of actual tuition costs and laboratory fees for successful completion of courses or workshops approved in advance by the Principal and Superintendent/Associate Superintendent shall be the same as for the teachers. This benefit will not be available to new employees until they have successfully completed ninety (90) days of employment.

## **ARTICLE XXIV – RETIREMENT PAY**

- A. To qualify for any of the retirement benefits in this contract, an employee must be eligible to retire based on the age and service standards of the Illinois Municipal Retirement Fund (IMRF).
- B. An employee who retires or is dismissed as a result of a reduction in force, and who has at least ten years of full-time, continuous (not including unpaid leave time) service in the District, shall receive compensation for their accumulated sick leave, less any days of sick leave credited to the IMRF System, at the rate of \$50/day.
- C. For the duration of this contract, an employee who has completed a minimum of fifteen (15) years of IMRF creditable service with District 215 shall receive, irrespective of any salary advancement set forth herein, a six percent salary increase for each of his/her/their two final years of service. In order to qualify for this benefit, the employee must submit a letter of intent to retire by May 1<sup>st</sup>. An employee qualifying for this benefit but who is unable to give notice will receive \$750 paid as a lump sum benefit not less than 60 days after the last date of employment.
- D. Notice of intention to resign by an employee shall be submitted in written form at least ten (10) working days prior to termination date. The employee, upon termination, will receive credit for accrued vacation days.

## **ARTICLE XXV – UNIFORMS**

- A. Each new cafeteria aide and custodian will be issued five (5) complete uniforms upon hire at no cost to the employee. Rain suits will be provided to custodians at each building. Additional protective and safety items will be provided as required.
- B. Each new dean's assistant shall be issued five (5) uniforms upon hire at no cost to the employee.
- C. Each employee must wear the provided uniform daily or formal discipline will be applied. Each employee shall be responsible for cleaning and maintaining the uniforms, which shall be the property of the Employer. Uniforms must be returned to the immediate supervisor upon resignation, retirement, reassignment, or termination of employment.
- D. Each fiscal year thereafter, employees may return one or two uniforms to their immediate supervisor as an even exchange for a new uniform(s).

**ARTICLE XXVI – SALARY**

Employees must work at least 90 school days in order to receive their annual salary increase the following year.

Wages for new employees are as follows:

Position	Base Hourly Wage	Shift Differential Afternoon (2 <sup>nd</sup> )	Shift Differential Midnight (3 <sup>rd</sup> )
Cafeteria Aide	\$15.00	n/a	n/a
Custodian	\$16.50	\$0.50	\$0.75
Deans' Assistant	\$16.75	n/a	n/a
Secretary/Clerical	\$17.00	n/a	n/a
Paraprofessional	\$17.50	n/a	n/a
Bookstore Manager	\$18.50	n/a	n/a
Registrar	\$18.50	n/a	n/a
School Health Assistant	\$18.50	n/a	n/a
In-School Coordinator	\$22.00	n/a	n/a

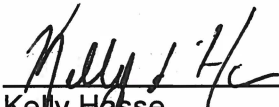
Continuing employees who earn less than the above starting hourly wage for their category as of June 30, 2022 will be advanced to the new hourly wage plus 2% of their previous hourly wage, effective for the 2022-2023 school term. All other continuing employees will receive a 4% annual increase for the 2022-2023 school term. Subsequent annual increases for all employees will be 4% for the duration of this Agreement.

Employees who travel between schools daily to fulfill their full-time job duties will be paid a stipend of \$700 per semester.


Employees who are assigned by the Principal to substitute for an employee in a different job category with a higher base hourly wage will be paid their regular hourly wage plus the difference between their job category's base hourly wage and the substitute position's base hourly wage.

**ARTICLE XXVII – DURATION**

This Agreement will be effective July 1, 2022 and shall remain in full force and effect until June 30, 2026. The Agreement shall continue from year to year, thereafter, unless the parties give notice of intent to renegotiate this Agreement pursuant to Article III.

  
 \_\_\_\_\_  
 Kelly Hesse  
 Local #943 President

2/17/22  
 Date

  
 \_\_\_\_\_  
 Rita Oberman  
 Board of Education President

7/26/22  
 Date