

**COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 93**

**Agreement**

**Jointly agreed to by**

**THE BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 93**

**and**

**THE CAROL STREAM SUPPORT  
STAFF ASSOCIATION**

**July 1, 2014 through June 30, 2019**

## MEMO OF UNDERSTANDING

### **Preamble**

The purpose of this preamble is to help define the relationship, philosophy, and mission of the Board, Administration and Support Staff Association of District 93. It is separate from the Collective Bargaining Agreement, but is intended to serve as a guide to the parties as we continue our work into the future. We desire to state publicly that we are mutually committed to:

- Providing the highest quality education to students
- Building a world class school district together
- Honesty in our relationships
- Respect for one another
- Problem solving without rancor
- Listening well and understanding each other's concerns
- Open communication
- Collaboration
- Professional treatment of all employees

It is our belief that adherence to the principles above will result in a better school district to serve the needs of the District 93 community.

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education of District 93, DuPage County, Illinois, hereinafter referred to as the “Board,” hereby recognizes the Carol Stream Support Staff Association, IEA-NEA, hereinafter referred to as the “Association,” as the sole negotiating agent for all regularly employed personnel as follows: All full and part-time (half time or more) Paraprofessionals employed in the district, including LLC, Help Desk, General Education, ELL, Special Education, and Registered Nurses. Hereafter “Employees” shall mean bargaining unit members of the Association. Excluded from the bargaining unit are: Superintendent, Central Office Administrative Staff, Building Principals, Assistant Principals, Teachers, Substitute Teachers, Psychologists, Secretaries, Custodians, as well as supervisory, managerial and confidential employees as defined by the IELRA and other support staff employees not specifically identified herein.

## ARTICLE II

### BOARD RIGHTS

The Board and Association agree to participate in good faith negotiations. However, it is recognized by the parties that “good faith negotiations” does not compel either party to agree to a proposal or require making a concession.

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of Community Consolidated School District 93 conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois, and the United States, including but not limited to, the responsibilities for and the right:

- A. To maintain executive, management and administrative control of the District and its properties and facilities and the work of its employees as related to the conduct of District affairs.
- B. To hire all employees and to determine their qualifications, to evaluate, promote and transfer all such employees, and to discharge, dismiss or demote such employees
- C. To establish grade levels, the student attendance day, courses of instruction and curriculum, including special programs, athletic, recreational or social events for students, all as deemed necessary or advisable by the Board.
- D. To establish work schedules, work rules and the responsibilities and assignments of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement.

Negotiations for a new Agreement shall begin on or before February 1 of the year in which the present Agreement expires if either party requests such negotiation in a written notification to the other party. It shall be the responsibility of the Association and the Superintendent to communicate and discuss any new and revised policy proposals.

## **ARTICLE III**

### **ASSOCIATION AND EMPLOYEE RIGHTS**

#### **A. Personnel Files**

Each employee shall have the right to inspect his/her official personnel file in accordance with the Illinois Personnel Records Act, only one official personnel file shall be maintained. Such right to inspection shall not extend to such matters within the file that need not be disclosed to the employee under the Act. An employee shall have the right to petition to have negative materials removed if agreement can be reached with the Board that the material is no longer relevant or necessary.

#### **B. Work Hours**

Each employee shall be advised of the regular work hours for his/her position. The regular work hours for the 2014-2015 school year shall be as follows:

Regular work hours for elementary school employees shall be 35 hours per week, exclusive of duty-free lunch of not less than 30 minutes or the length of the designated teacher lunch for that building, whichever is greater.

Regular work hours for middle school employees shall be 36.25 hours per week, exclusive of duty-free lunch of not less than 30 minutes or the length of the designated teacher lunch for that building, whichever is greater.

Starting with the 2015-2016 school year, and thereafter, the regular work hours shall be as follows:

Regular work hours for elementary school employees shall be 36 hours per week:  
Monday: 8:15 a.m. to 2:45 p.m. Tuesday - Friday: 8:15 a.m. to 4:15 p.m.

Regular work hours for middle school employees shall be 37.25 hours per week:  
Monday: 7:30 a.m. to 2:15 p.m. Tuesday - Friday: 7:30 a.m. to 3:45 p.m.

For both elementary and middle school employees, these work hours shall be exclusive of duty-free lunch of not less than 30 minutes or the length of the designated teacher lunch for that building, whichever is greater.

These hours shall generally be maintained throughout the school term unless changes are necessitated by changes in the school day, emergencies or similar matters.

C. Information to Association

The Board shall furnish the Association President with the following documents:

- (1) Agenda of Board meetings
- (2) Official (approved) minutes of Board Meetings and Approved Resolutions
- (3) Board Policy Manual, Administrative Procedures Manual and Job Description Manual
- (4) Annual auditor's report
- (5) Current adopted budget and proposed budget
- (6) Quarterly budget summary
- (7) Agendas of committee meetings of the Board
- (8) Committee Minutes after reviewed by the Board
- (9) Board Meeting Media Packet

D. New Employee Information

The Board shall furnish to the Association the names, email addresses, locations, and assignments and telephone of new employees after official board action has taken place to hire and upon request of the Association.

E. Use of Facilities and Equipment

The Association shall have the right to reasonable use of district facilities and equipment, including copiers, facsimile machines, inter-school mail, telephones, computers, printers, and meeting rooms. The Association shall pay reasonable costs for use of said equipment. Use of building facilities must normally be scheduled in writing 5 days prior to use with the appropriate administrator for said building. The five-day notice may be waived in unusual circumstances at the discretion of the building administrator.

F. Distribution of Materials

The Association shall have the right to create and distribute materials during non-work times, including use of employee mailboxes. The Association shall have the right to furnish and use an employee bulletin board at each work site.



#### G. Work Year

For 2014-2015 the employee work year shall be 179 days, which includes the spring institute day. For the remaining four years of the contract the employee work year shall be 178 days. These days shall include all days of student attendance and two institute days in August. In addition to this employee work year, Registered Nurses shall work five (5) work days and Library Learning Center and Help Desk Paraprofessionals shall work three (3) work days before the first day of attendance for other paraprofessional categories.

These additional days for Registered Nurses, LLC and Help Desk Paraprofessionals can be adjusted by mutual agreement between the Registered Nurses, LLC and Help Desk Paraprofessionals, their supervisors and the building principals. Employees shall work, at their current hourly rate, at parent teacher conferences only upon mutual agreement of the employee and the principal. Any employee hired on or after April 1st and rehired for the following school year would receive the starting rate of a new employee the following school year.

#### H. Notification of Assignment, Hours, and Rate of Pay

Employees shall be given written notice of their rates of pay for the next school term by June 30. Such notice shall include, if available, the work hours and tentative assignments for each employee. If work hours and/or tentative assignment have not been established by June 30, employees shall be given written notice of work hours and/or tentative assignments as soon as possible.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Any written claim by the Association or an employee that there has been a violation, misrepresentation or misapplication of the specific terms of this Agreement shall be a grievance.
2. All time limits for this article shall be the impacted CSSSA support staff member's employment days as defined by the work calendars except during summer recess, when these days shall be central office employment days.

#### B. Procedure

##### 1. Informal Procedure

The parties hereto acknowledge that the employee and the employee's immediately involved supervisor should seek to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

##### 2. Formal Procedure

- (a) *Step One:* The employee or the Association shall present the grievance in writing to the immediately involved supervisor. Such grievance shall be submitted within ten (10) days following the occurrence complained of as the basis for the grievance or within ten (10) days from when the events giving rise to grievances could have reasonably been ascertained to have occurred. The supervisor will arrange for a meeting to take place within five (5) days after receipt of the grievance to discuss the claim. Within ten (10) days of the meeting, the employee and the Association shall be provided with the supervisor's written response including reasons for the decision.
- (b) *Step Two:* If the grievance is not resolved at *Step One*, then the Association may refer the grievance in writing to the Superintendent or designee within five (5) days after receipt of *Step One* answer. The Superintendent or designee shall arrange for a meeting with grievant and Association representative to take place within five (5) days of receipt of the appeal. Within ten (10) days of the meeting, the employee and/or the Association shall be provided with the written response of the Superintendent or designee including reasons for the decision.
- (c) *Step Three:* If the grievance is not resolved at *Step Two*, the grievance may be

submitted by the employee or the Association within ten (10) days of the filing of the answer in *Step Two* to the Board of Education. The employee or Association may present a written statement to the Board and may request a review on the grievance in an executive session of a Board of Education meeting. The review with the Board in executive session shall take place within thirty (30) days of the submission. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the review, the President of the Board shall have ten (10) days in which to provide a written decision to the employee and the Association.

- (d) *Step Four*: If the Association is not satisfied with the disposition of the grievance at *Step Three*, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings in accordance with its Voluntary Labor Arbitration Rules. However, the terms of this contract shall prevail over any AAA Rules inconsistent herewith. If a written demand for arbitration is not filed within thirty (30) days of the date for the *Step Three* response, Paragraph 5 of the General Provisions shall apply.

### C. General

1. Each party shall bear the full costs of its representation. If both parties order a transcript, the cost of the court reporter, arbitrator copy, and copies for the parties shall be divided equally between the Board and the Association. If one party requests a transcript, and the other party does not, the party requesting the transcript shall bear the full cost of the reporter, the arbitrator copy and the copy for the requesting party; provided, however, that the other party shall not be entitled to review or copy the arbitrator transcript or the transcript of the requesting party.
2. The grievant is allowed representation of his/her choosing at any step of the process. When the Association does not represent an employee, the Association may be present as a monitoring party at all formal steps of the grievance procedure.
3. If an employee is required by the Board to be involved in a meeting involving the grievance during school hours, the employee will be excused for such purposes without loss of pay.
4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
5. The failure of the employee or Association to act within the time limits set forth shall constitute a bar to arbitration. The arbitrator shall be without jurisdiction to consider any grievance on the merits, once it is established that the employee or Association has failed to act within the time limits. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.

Time limits specified may be extended by mutual written agreement. Illness or other incapacity of the employee shall be a reasonable basis for requesting an extension of time limit for up to two weeks.

6. If the Association and Superintendent agree, *Step One* of the grievance procedure may be bypassed and the grievance brought directly to *Step Two*.
7. No reprisals will be taken against any employee for the filing of a grievance or participation in the grievance procedure.
8. Upon written request, the Board shall provide the Association copies of pertinent documents relevant to the processing of the grievance not otherwise privileged or prohibited from disclosure provided that if such request is substantial the Association shall reimburse the Board for costs of making copies. Nothing herein shall require the Board to prepare or assemble documents.
9. All records related to the grievance shall be filed separately from the personnel files of the participants.

## ARTICLE V

### WORKING CONDITIONS

#### A. Physical Examinations

1. Prior to hiring, each prospective employee shall be required to submit a physical examination statement from a licensed physician, which shows evidence of physical fitness to perform duties assigned, and freedom from communicable diseases, including tuberculosis.
2. The Board of Education may require an employee to submit to an examination by a physician approved by the Board, as per state law.

#### B. Announcement of Vacancies

The Superintendent's office shall post all vacancies on the school district web site as they occur. Notices shall give, if known, position title and building assignment. An email copy of the posting will be sent to each school's building representative and the Association President twice a month. A printed copy of the posting will be maintained in public view at the District office. As used herein, "vacancy" means an opening, which requires the employment of someone not currently employed by the Board. Nothing herein shall preclude the right of an employee to apply for a transfer. Efforts shall be made to post positions for ten (10) calendar days prior to filling. The Administration will make every reasonable effort to interview all internal applicants for any vacancy. It is recognized that posting and interviewing may not be possible when a position must be filled immediately, such as the replacement of a special education aide during the school year, or the employment of personnel within two weeks of the beginning of the school year.

#### C. Health and Safety

If the administration determines a building is considered hazardous to the health and welfare of the employees, staff shall be relocated to an alternate site per direction of the Superintendent. If the employees are dismissed for the day, this will be without loss of pay or benefits.

#### D. Early Release

On a day prior to a recognized holiday, employees may leave the building when students are dismissed as long as their professional responsibilities have been fulfilled.

E. Work Duties

Educational Support Personnel shall generally not be assigned teacher substitute duties, but may, on occasion be so assigned, when other substitutes are not available. Bargaining unit employees will not be assigned teacher substitute duties when doing so would require supplemental coverage for the employee's regular assignment. In the event that a bargaining unit member is assigned teacher duties he/she will be paid either his/her regular bargaining unit rate of pay or teacher substitute pay, whichever is higher.

F. Employee Breaks

The Administration and CSSSA will develop procedures for employees, prior to the beginning of each school term for the duration of this contract, for employee release from work situations, which are unusually stressful. The parties will address the issue of breaks to ensure that reasonable use of breaks will not negatively impact employment.

G. Professional Development

For the 2014-2015 school year, paraprofessionals and Registered Nurses will be required to attend the spring institute day conducted by CASE for the full day. Employees would be paid their hourly rate for their attendance.

Community Consolidated School District 93 will offer a salary incentive of up to \$300.00 to CSSSA members who successfully complete pre-approved, in-district job related trainings or LEAD courses. District Administration and CSSSA Leadership will discuss topics for professional development/LEAD courses as part of the Administration/CSSSA monthly meeting agenda. At the Superintendent's discretion, other professional development may be eligible for points toward the stipends identified below. All paraprofessionals and Registered Nurses will be provided access to My Learning Plan. If My Learning Plan is not utilized for professional development purposes by the end of the second year of the contract, the district will remove the staff member from the program. All training and course opportunities submitted for pre-approval must align with supporting student learning as well as encouraging on-going professional development that is job-related.

The salary incentive is paid in one payment and is issued in the first pay period in June, provided all course work qualifying for a tier is completed and submitted to Human Resources by May 1. The funds are subject to tax withholding requirements.

Points are earned for training and courses based on contact hours. Training and courses that occur during the school day will not count towards the total. One point equals one hour spent in training or in the course.

Tiers:	30 points	\$100
	60 points	\$200
	90 points	\$300 - An additional annual stipend of \$100 will be paid following the achievement of the 90 points thereafter.

**ARTICLE VI**

**LEAVES**

For purposes of sick leave and bereavement leave, the definition of “immediate family” shall include: spouse, parents (natural, step, adopted, and in-laws), children (natural, step, foster, adopted, and in-law), siblings (natural, step, adopted and in-law), grandparents (natural, step, adopted, and in-laws), grandchildren, legal guardians and members of household.

A. Sick Leave

1. Unused sick leave may accumulate to a maximum of 240 days as allowed by Section 24-6 of the School Code. Within a given year three (3) sick leave days may be used for personal business leave as described in paragraph B. Employees are entitled to sick leave earned at the following rates for full-time employees (prorated for part-time employees):

<u>District Service</u>	<u>Number of Annual Sick Days</u>
First year of employment through 4 years	13
5 <sup>th</sup> year of employment through 24 years	15
25 <sup>th</sup> year of employment and thereafter	20

2. Part-time employees:

- a. 0.5 FTE part-time employees will be granted sick days as follows:

<u>District Service</u>	<u>Number of Annual Sick Days</u>
First year of employment through 4 years	6.5
5 <sup>th</sup> year of employment through 24 years	7.5
25 <sup>th</sup> year of employment and thereafter	10

- b. 0.51-0.99 FTE part-time employees will be granted sick days as follows:

<u>District Service</u>	<u>Number of Annual Sick Days</u>
First year of employment through 4 years	13
5 <sup>th</sup> year of employment through 24 years	15
25 <sup>th</sup> year of employment and thereafter	20

- c. For all part-time employees, sick days will be deducted as follows:

- i. If the employee’s scheduled work day is equal to 50% of a 1 FTE employee’s work day, one-half (1/2) of a sick day will be deducted for sick leave taken during all or a portion of the scheduled work day.

- ii. If the employee's scheduled work day is equal to 51% or more of a 1 FTE employee's work day:

One-half (1/2) of a sick leave day will be deducted for sick leave comprising 50% or less of the employee's scheduled work day; and

One full sick leave day will be deducted for sick leave comprising 51% or more of the employee's scheduled work day.

3. Sick leave shall be interpreted to mean personal illness, personal disability, quarantine at home or serious illness or death in the immediate family or household. Sick leave shall also include members of the immediate family.

The Board of Education may require a physician's certificate after an absence of three (3) days or more. The Board of Education may also require a physician's certificate, as it deems necessary in other cases. In such instances the Board of Education shall pay, from schools funds, the expense incurred by the employee in obtaining the physician certificate.

#### B. Personal Business Leave

1. All full-time employees shall be allowed to deduct a maximum of three (3) available sick leave days for purposes of Personal Business Leave. Personal Business Leave shall be defined as a matter of business that can be attended to only during the regular school day. (Examples: legal matters, unique business matters, unique family matters, funerals not covered by other leaves). Part-time employees will have their three days prorated as with sick leave.
2. Except for special circumstances and emergencies, personal business leave shall not be granted during the first or last week of the school term or on the day preceding or following school holidays or recesses. If personal leave is denied by an administrator other than the Superintendent, an employee may appeal to the Superintendent for reconsideration. Final approval of the use of personal business leave for an emergency situation or unique family matter shall be at the sole discretion of the Superintendent.
3. When an employee is unable to be in school on a given day due to illness, jury duty, personal business day, or a day without pay, it is the responsibility of the staff member to enter his/her absence into the automated sub calling system (AESOP). School administrators are responsible for entering absences for all other reasons. A staff member should never contact a substitute directly. All day without pay requests must include a reason.
4. Unused Personal Business Leave days shall remain in accumulated sick leave.



C. Sick Leave Pool

The Board, in cooperation with the Association, shall establish a Sick Leave Pool on a voluntary basis. The Association shall administer the Sick Leave Pool and shall establish rules for the implementation of the Pool. A copy of the established rules shall be on file in the District Business Office. The association shall provide to the District Business Office the names of participating members and the subsequent charges against the Pool. The Association agrees to hold harmless the Board for any claims, damages or other legal actions initiated pursuant to this Section.

D. Maternity/Child-Care/Medical Leaves

Unpaid leaves shall be granted to employees in accordance with the Family and Medical Leave Act of 1993 and Board policy implementing the Family and Medical Leave Act.

E. Bereavement Leave

In the event of the death of a member of the immediate family, an employee shall be entitled to up to three (3) days leave of absence without loss of pay or deduction of accumulated sick leave for each death. If circumstances require any additional absence due to death, such shall be deducted from accumulated sick leave. Bereavement leave shall not accumulate in any form. It is the responsibility of the employee to contact building administration or the school office so up to 3 days absence can be entered in Aesop as bereavement leave. The district may ask for verification of the need for bereavement leave, if it deems necessary.

F. Jury Duty

Any employee who is called to serve on jury duty shall receive his/her full salary for the time he/she serves on the jury, provided the jury pay received for serving is submitted back to the Board, minus any separate allowance for travel expenses. Notice of being summoned to jury duty must be forwarded to the Superintendent or his/her designee within ten (10) days of service time or the day after receipt of such notice.

G. Leave Days for Association Business

Upon at least three (3) school days written notice to the Superintendent or his/her designee, the Association President or his/her designee shall be allowed up to five (5) days release time for Association business out of the district on an annual basis, with no more than two (2) employees being gone on any given date. The employee(s) on approved Association leave shall receive their regular pay and reimburse the school district the cost of whatever substitute costs for that employee or the employee's salary, whichever is less. In the event an employee is elected to a state or national office, the district will provide an additional three (3) Association leave days that can be used exclusively for scheduled state or national meetings. Additional days of release time for Association business may be granted by the Superintendent.

## H. Unpaid Leave of Absence

An employee having fifteen (15) or more years of experience in the District may, at the discretion of the Superintendent, be granted a leave of absence without pay or board-paid benefits, except as required by law, when such absence is deemed beneficial both to the employee and the Board of Education. Request for such leave shall be on file with the Superintendent at least thirty (30) days before such leave is to be effective, stating the reason and the period of time for which the leave is requested. Upon receipt of the written request, the Superintendent will respond within ten (10) working days, subject to final approval by the Board. An employee returning from an approved leave of absence will retain his/her seniority, wage rate and accrued benefits.

Approval or disapproval of the leave request by the Superintendent or the Board shall not be subject to grievance/arbitration.

## ARTICLE VII

### REDUCTION IN FORCE/SENIORITY

#### A. Reduction in Force

1. If the Board decides to decrease the number of employees or to discontinue some particular type of educational support service, the Board shall first dismiss, within the respective category of position, the employee with the least seniority. Employees who are removed or dismissed shall receive a written notice of honorable dismissal by certified mail, return receipt requested, in accordance with Section 10-23.5 of the School Code.
2. The Board and the Association agree that a decision of the Board to decrease the number of employees or to discontinue some particular type of educational support service shall be solely the decision of the Board. The Association expressly and unequivocally waives any right to bargain these determinations, but reserves the right to bargain the impact of such determinations on affected employees.
3. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category of position, so far as they are qualified to hold such positions. The positions shall be offered first to the laid off employees with greater seniority.
4. To be eligible for recall, employees must notify the Board, in writing, within ten (10) calendar days of the Board's mailing of the notice of vacancy, or within five (5) calendar days of the employee's receipt of the notice, whichever shall first occur, of the acceptance of any vacant position offered to the employee during the recall period. The employee's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available full-time position in any category of position in which he/she is qualified shall be deemed to have waived his/her recall rights under Section 10-23.5 of the School Code and will no longer be eligible for any other vacant position that becomes available during the recall period.

#### B. Seniority

1. Seniority shall be defined as the length of continuous service in a full- or part-time position in the School District. Continuous service is measured from the first day on the full- or part-time job, and seniority is earned on a prorated full-time equivalency (FTE) basis.

2. If the length of continuous service in the School District is equal between two or more employees, then seniority shall be determined by total service in the School District, whether or not continuous.
3. If the total service in the School District is equal between two or more employees, then seniority shall be determined by lot.
4. On or before February 1, the Superintendent or his designee shall develop and deliver to the President of the Association an Educational Support Personnel Seniority List ("List") by categories of position, which sets forth the seniority of all employees. This List shall provide the following information for each employee:
  - a. Name;
  - b. Category of Position;
  - c. Date of employment (without break in service).
5. The District shall recognize seniority as per the categories below:
  - a. Paraprofessional - LLC, Help Desk
  - b. Paraprofessional - General Education (previously known as Instructional Aides)
  - c. Paraprofessional - Special Education (previously known as Early Childhood Aides, 1:1 Inclusion Aides, Special Education Aides - Self Contained and Resource)
  - d. Paraprofessional - ELL
  - e. Registered Nurse

In the event an employee changes categories, previously earned seniority shall be applied to the new category for purposes of any reduction in force in the new category. An employee may fill a vacant position in a previous category. All such changes in categories shall be based on qualifications as determined by the District.

6. The creation of new categories of position shall be within the inherent managerial authority of the Board.
7. If after the first day of school there is a change in staffing needs and a paraprofessional position is eliminated, the District will reassign up to two employees at any given time in a permanent substitute paraprofessional position for the rest of the school year with the following provisions:

The paraprofessional is a full-time employee for at least one year in District 93.

There are no other paraprofessional positions vacant in District 93.

If additional paraprofessional positions are eliminated during the school year due to a change in staffing needs, a more senior employee could bump an employee employed in a permanent substitute paraprofessional position, as long as the per-

manent substitute paraprofessional position is fulfilling a day-to-day subbing assignment only. A more senior employee would not be allowed to bump a permanent substitute paraprofessional assigned to a long-term substitute assignment.

An employee assigned as a permanent substitute paraprofessional will maintain seniority, salary, benefits, and bargaining unit status while serving in this capacity. If an employee declines to serve as a permanent substitute paraprofessional, he or she will be released from employment in District 93. If a paraprofessional position becomes available, an employee serving as a permanent substitute paraprofessional will be moved to that open position if qualified.

If there are two qualified permanent substitute paraprofessionals and a position opens, District 93's administration shall consult with the employee with the most seniority to determine if that employee has a preference of moving to the open position or remaining as a permanent substitute paraprofessional until the end of the school year. District 93 reserves the right to assign the employee to the position based on the best interest of the school district.

An employee who serves in a permanent substitute paraprofessional position until the end of the school year will be reassigned to a vacant position prior to the start of the following school year.

8. It shall be the responsibility of each employee to review the annual "Educational Support Personnel Seniority List" and to advise the Superintendent in writing by February 15 (or ten days after the List is posted, whichever is later) of any claimed error or omission ("objection") in the List. The Superintendent shall review and consider any such objection and inform the employee of his/her decision within five (5) days. Within five (5) days of the Superintendent's decision, the employee may file a written appeal to the Board of Education. The Board shall issue its decision prior to sixty (60) days before the end of the then current school term. Failure of the employee to make a timely objection shall be deemed as an acceptance of his/her placement on the seniority list. The employee shall be prohibited thereafter from challenging the employee's seniority in any category of position until the posting of a seniority list in the following school year.

## ARTICLE VIII

### EVALUATION PROCEDURES

#### A. Personnel Evaluations

An effective evaluation program increases motivation and job-related communication between the administration and staff. It provides a vehicle for discussing current performance, determining an employee's development and training needs, and sets forth a plan for future growth and development.

#### B. Evaluation Objectives

The annual evaluation of employees is conducted for the following purposes:

1. To establish a communications vehicle for the overall assessment of employee performance.
2. To encourage self-improvement and improve District services.
3. To identify areas of strength and areas where improvement is needed.
4. To determine overall performance for retention, reassignment or promotion.

#### C. Procedures

1. The Board and the Association acknowledge the general desirability of written evaluations which may include observations of the employee in the performance of his/her duties.
2. Employees will be evaluated at least once each school term by May 15. New employees hired for the beginning of the school year and employees moving to a new position will be evaluated at least twice, with the initial evaluation completed by January 15 and the second evaluation completed by May 15. Any new employee hired on or before November 30th will have the two evaluations as stated. Any new employee hired on or after December 1<sup>st</sup> will have one evaluation conducted by May 15<sup>th</sup> with the expectation of two evaluations if re-employed for the following school year.
3. Job description and evaluation forms shall be delivered to new employees within twenty (20) days of their initial employment and a copy of each job description and evaluation form shall be available in the school office. If changes are made in the job description or evaluation forms, the Association shall have the opportunity for comment regarding any such changes prior to their implementation.

4. An Administrator or his/her designee will schedule a conference with the employee. The Administrator will provide a copy of the completed evaluation to the employee at least three school days prior to the conference.
5. The employee shall put any objections to, comments on, or explanation of the evaluation in writing and give them to the evaluator or his/her designee within twenty (20) days of the employee receipt of the formal evaluation for attachment to the evaluation. Attachments to the evaluation are to be placed in his/her personnel file. Personnel action may be undertaken by the Board prior to the expiration of the period for employee objections or explanation.
6. The Association may bring written concerns about the evaluation process to the Policy and Personnel Committee of the School Board.

## ARTICLE IX

### DISCIPLINE AND DISCHARGE

- A. Discipline or dismissal (other than layoffs) of any employee covered by this Agreement shall include the following:
1. A conference with the employee by the appropriate administrator on the decision;
  2. A written statement of reason(s) for the action to the employee;
  3. A review of the employee's personnel file with the employee and his/her representative along with the Assistant Superintendent for Human Resources if the employee so chooses.
- B. When an employee is informed of his/her discipline or dismissal, he/she may make a written request to meet with the Superintendent to review the decision. Such request must be filed within ten (10) working days of receiving such notice. The meeting with the Superintendent shall be held as promptly as possible, but in no case shall be delayed more than fifteen (15) calendar days after receiving the written request. The employee shall have the right to an Association Representative at such meeting, and shall have the right to present arguments and witnesses on her/his behalf. Recommendations by the Board, if any, shall be communicated to the employee within ten (10) days of said Board meeting.
- C. If an employee is not satisfied with the resolution of the matter through the Superintendent, she/he shall have the right to a meeting with the Board of Education, in executive session, at its next meeting. The employee shall make a request for such meeting in writing through the Secretary of the Board. The employee shall have the right to an Association Representative at such meeting, and shall have the right to present arguments and witnesses on her/his behalf. Recommendations by the Board, if any, shall be communicated to the employee within ten (10) days of said Board meeting.

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



## ARTICLE X

### **NO-STRIKE PROVISION/NON-INTERRUPTION OF WORK**

During the term of the Agreement, the Association, its officers and representatives, and all employees covered by this Agreement will not instigate, promote or participate in any strike, sympathy strike, slowdown or other concerted interruption of the operation of the District regardless of the reasons for so doing.

This provision shall not prohibit an employee from participating in lawful informational picketing during non-working hours.

**ARTICLE XI**

**BENEFITS**

A. Life Insurance

The Board shall provide a term life insurance policy for each aide in the amount of \$50,000.00.

B. Health and Dental Insurance

For 2013-2014 ("Prior Year") premiums for individual health insurance were as follows:

	<u>Total Premium (Annual)</u>	<u>Employee Portion (Annual)</u>
PPO	\$10,745.64	\$ 638.16
HMO IL	\$7,876.68	\$ 691.20
BLUE ADVANTAGE	\$7,333.80	\$ 163.68

If the District receives notice of an increase in the individual health and dental premium based on bargaining unit membership of more than seven (7%) over the prior year's premium, the Administration will inform the Association President as soon as possible. The Association may participate in the Insurance Committee consisting of a mutually agreed number of Association, Administration, and Carol Stream Education Association (CSEA) members to discuss options to change the District's health and dental coverage in order to reduce such premium increases. The Association will thereafter advise the Administration in writing of any approved plan changes, which will be consistent with those approved by the CSEA, and will do so within the time frame established by the District's insurance provider.

If the final premium for individual health and dental coverage increases by more than seven percent (7%) over the prior year premium, employees electing such coverage shall pay one-half of the increased cost over seven percent (7%), in addition to the base annual contribution.

The Board shall pay the balance of the premium for single health (PPO or HMO) and dental coverage for all full-time employees.

For employees enrolled in family coverage, the Board shall pay 70% of the dependent premium for family (PPO or HMO) health and dental coverage for full-time employees with four (4) or more years of service in the District (beginning with the fifth year of employment) who so elect such coverage. Employees with less than four (4) years of service shall pay 100% of the dependent premium. Part-time employees covered by this Agreement who were hired prior to July 1, 2011 shall receive the same health, dental and life insurance coverage as full-time employees on a pro-rated basis, with employee

contributions also pro-rated. All employees hired prior to July 1, 2011, regardless of the employment status (full or part-time), will retain access to the benefits in this Article XI. Current part-time employees may elect to take insurance benefits. Full-time employees hired prior to July 1, 2011 who reduce to part-time status may also elect to take insurance benefits. For employees hired after July 1, 2011 these benefits will only be available to full-time employees.

All employees will have the opportunity at any time during the duration of this contract to change their coverage in the event of a catastrophic change in life status. If an employee needs to make such a change it will be at the cost paid by current employees.

## **ARTICLE XII**

### **SALARY**

#### A. Starting Rates of Pay

All new employees with the exception of registered nurses, hired on or after July 1, 2014 will be paid \$13.07 per hour; on or after July 1, 2015, \$13.62 per hour; on or after July 1, 2016, \$13.92 per hour; on or after July 1, 2017, \$14.17 per hour; and on or after July 1, 2018, \$14.35 per hour.

All registered nurses will receive a \$4.00 per hour increase for the 2014-2015 school year only. All future hourly increases will be in accordance with Section B of this article.

All new registered nurses hired on or after July 1, 2014 will be paid at a rate not to exceed the lowest rate paid to a current RN.

#### B. Hourly Rates of Pay

Hourly rates of pay for the following school years shall be increased from the prior school year for each employee as indicated:

2014-2015	\$ .95
2015-2016	\$ .70
2016-2017	\$ .70
2017-2018	\$ .70

For the 2018-2019 contract year, the hourly rate of pay shall be increased by 100% of the consumer Price Index adjustment ("CPI") authorized by the Illinois Property Tax Extension Limitation Law (PTELL) which establishes the extension limitation applicable to the tax extension for the levy year prior to the contract year (e.g., the CPI for the 2017-2018 contract year is the December 2015 CPI as published in January 2016). Provided, however, the actual hourly increase for any support staff member shall be an increase not less than 2%, nor shall the actual hourly increase for any support staff member be more than 6%.

A one dollar (\$1.00) per hour stipend will be paid to a paraprofessional/special education who performs daily personal health procedures. This includes hands-on hygiene care such as diaper changing; toileting related wiping of a student, and feeding a student (placing food in student's mouth).

Toilet training that does not require wiping, clothing assistance, timing and monitoring, food preparation, and hand washing are exemptions to the stipend.

All paraprofessionals/special education that are employed in a self-contained program may be eligible to receive this stipend, provided that there is a defined responsibility for daily toileting or feeding responsibilities.

If the District administration feels that there is a difficult-to-fill paraprofessional position, due to the unique demands of the position, the District administration may elect to provide this stipend in addition to the starting salary. If circumstances occur during a school year when unique demands arise with a paraprofessional's position, the CSSSA leadership and the District administration will discuss the possibility of providing the stipend in those situations.

If the paraprofessional's role or responsibilities change during the school year and he/she is no longer required to perform daily toileting and/or feeding, the stipend will cease to be provided to the hourly salary.

C. Service Recognition Bonus

1. Upon the completion of ten years of service through fourteen years of service, each employee shall be eligible for an annual service recognition bonus in the amount of \$350.
2. Upon the completion of fifteen years of service through nineteen years of service, each employee shall be eligible for an annual service recognition bonus of \$700.
3. Upon the completion of twenty or more years of service, each employee shall be eligible for an annual service recognition bonus of \$1,000.

The bonus shall be paid with the last paycheck of the school year.

D. Dues Check-off

The Board, upon receipt of a written authorization from an employee covered by this Agreement, shall deduct the employee's Association dues from his/her pay each regular payroll period and remit such deduction to the Association no more than ten (10) working days after the payday for which the deduction is made.

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

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

E. Fair Share

Effective November 1, 1998, all employees covered by this Agreement who are not members of the Association/Union shall pay to the Association each month their fair share of the cost of the services rendered by the Association that are chargeable to non-members under state and federal law. This provision shall not cover current (as of 10/31/98) non-members. However, each employee who becomes a member and subsequently withdraws his/her membership shall be subject to this fair share provision. The Association shall provide a list of non-members to the Superintendent by October 1 annually. The fair share commitment includes all new hires.

The Association shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Association, 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 employees and paid to the Association.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Association pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Association, the Association shall act in accordance with the rules, regulations, and procedures of the I.E.L.R.B.

If a non-member employee declares the right of non-association based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member, the employee shall be required to pay an amount equal to his/her proportionate share, as determined by the fair share agreement, to a non-religious charitable organization mutually agreed upon by the affected employee and the Association. If the affected employee and the Association are unable to reach an agreement on the matter, the employee may select a charitable organization from an approved list established by the Illinois Educational Labor Relations Board.

The Association shall indemnify and hold harmless the Board of Education, 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 purpose 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. In addition, the Association shall pay all legal fees, if any, to assure the protection of the Board as covered herein.

F. Overtime

Employees shall be paid overtime at the rate of 1 ½ times their regular rate for approved hours worked in excess of 37.5 per week.

## **ARTICLE XIII**

### **RETIREMENT**

Employees seeking to retire may continue to access the current Board policy by submitting an irrevocable letter of retirement through August 31, 2014, receiving benefits of that plan through no later than June 30, 2019. Employees who submit a notice of retirement after August 31, 2014 will only be eligible for the retirement programs below:

#### **A. Retirement Programs**

There are two retirement programs available to employees, depending upon when notice is given.

##### **Retirement Program A (Notice is given by May 1, 2018)**

1. All employees who meet the following eligibility requirements may elect retirement in accordance with this section.
2. Eligibility
  - a. Eligible employees shall include those who have rendered at least 20 years of full-time service to the District. The employee must be eligible to retire under IMRF, but is not required to retire from IMRF to access this benefit. Service shall be measured as of the end of the year in which written notice of retirement is delivered to the District.
  - b. Notwithstanding the references to “full-time” service referenced above, any employee hired on or before November 1, 2011 will be given service credit for part-time employment on an FTE (Full-Time Equivalent) basis. Such service credit may be used to meet the eligibility standards set forth in that provision, regardless of whether the employee worked full time. Example: an employee working one-half time will be given one-half year of service credit towards the 20 year eligibility requirement, for each year of such half-time employment.
  - c. This Program shall not be available to any employee who elects retirement under any early retirement for which a Board contribution is required. If an employee gives notice and receives additional compensation/benefits under this Program and later elects to retire under a state early retirement program for which a Board contribution is required, the employee shall repay all additional compensation/benefits payable under this Program, less such additional compensation (e.g. salary schedule increases) which the employee would otherwise have received had no retirement election been made.
3. Notice
  - a. An eligible employee must give written notice to the Superintendent of his/her intent to retire by May 1 of the first school year for which the employee desires benefits. Any retirement under this Program must be

effective at the end of the school term (i.e. the last day of employee attendance).

- b. Once written notice is given in accordance with this Program, an employee's retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning. The Board may, however, waive the irrevocability of an employee's retirement election, under extenuating circumstances beyond the control of the employee.

4. Benefits

- a. Eligible employees shall receive an increase in earnings for up to four years: depending upon the year notice is given, as follows:

If notice is given by May 1 of the fourth year (4<sup>th</sup>), third (3<sup>rd</sup>), second (2<sup>nd</sup>) or final year of employment, the employee will receive a total increase in earnings equal to 6% of the prior year's earnings for the year of notice and each remaining year of employment.

The first year for the 6% increase will be no earlier than the 20<sup>th</sup> year of service.

- b. Earnings shall include all IMRF-defined earnings used in determining the Final Rate of Earnings for retirement calculation purposes. This shall include Service Recognition Bonuses and all extra duty assignments. However, such assignments are made at the discretion of Administration and there is no guarantee that an extra duty stipend awarded in any given year will be continued in future years. Earnings will be adjusted accordingly. The employee's credible earnings shall thereafter be increased by 6% compounded in each remaining school year of employment in lieu of any other increase for one, two, three or four years.

Retirement Program B Effective for the 2018-19 Contract Year (Notice is given after May 1, 2018)

1. All employees who meet the following eligibility requirements may elect retirement in accordance with this section.

2. Eligibility

- a. Eligible employees shall include those who have rendered at least 15, 20 or 25 years of full-time service to the District. The employee must be eligible to retire under IMRF, but is not required to retire from IMRF to access this benefit. Service shall be measured as of the end of the year in which written notice of retirement is delivered to the District.



- b. Notwithstanding the references to “full-time” service referenced above, any employee hired on or before November 1, 2011 will be given service credit for part-time employment on an FTE (Full-Time Equivalent) basis. Such service credit may be used to meet the eligibility standards set forth in that provision, regardless of whether the employee worked full time. Example: an employee working one-half time will be given one-half year of service credit towards the 15, 20 or 25 year eligibility requirement, for each year of such half-time employment.
  - c. This Program shall not be available to any employee who elects retirement under any early retirement for which a Board contribution is required. If an employee gives notice and receives additional compensation/benefits under this Program and later elects to retire under a state early retirement program for which a Board contribution is required, the employee shall repay all additional compensation/benefits payable under this Program, less such additional compensation (e.g. salary schedule increases) which the employee would otherwise have received had no retirement election been made.
3. Notice
- a. An eligible employee must give written notice to the Superintendent of his/her intent to retire by May 1 of the first school year for which the employee desires benefits. Any retirement under this Program must be effective at the end of the school term (i.e. the last day of employee attendance).
  - b. Once written notice is given in accordance with this Program, an employee’s retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning. The Board may, however, waive the irrevocability of an employee’s retirement election, under extenuating circumstances beyond the control of the employee.
4. Benefits
- a. Eligible employees shall receive an increase in earnings for up to four years depending upon the year notice is given, as follows:  
  
If notice is given by May 1 of the fourth year (4<sup>th</sup>), third (3<sup>rd</sup>), second (2<sup>nd</sup>) or final year of employment, the employee will receive a total increase in earnings equal:
    - i. If an employee has fifteen (15) years of full-time service with the District at the time of retirement, an annual 4% enhancement will be implemented after retirement election is made;
    - ii. If an employee has twenty (20) years of full-time service with the District at the time of retirement, an annual 5% enhancement will be implemented after retirement election is made;

- iii. If an employee has twenty-five (25) years of full-time service with the District at the time of retirement, an annual 5.5% enhancement will be implemented after retirement election is made.
- b. Earnings shall include all IMRF-defined earnings used in determining the Final Rate of Earnings for retirement calculation purposes. This shall include Service Recognition Bonuses and all extra duty assignments. However, such assignments are made at the discretion of Administration and there is no guarantee that an extra duty stipend awarded in any given year will be continued in future years. Earnings will be adjusted accordingly. The employee's credible earnings shall thereafter be increased in accordance with the benefits outlined in 4a above in each remaining school year of employment in lieu of any other increase for one, two, three or four years.

B. Unused Sick Leave Upon Retirement

A full-time bargaining unit member retiring at age fifty-five (55) or older and having fifteen (15) or more years of service in District 93 may be reimbursed for unused sick leave days that are not used for service credit with the IMRF. The reimbursement rate shall be \$25 per unused sick day.

C. Post-Retirement Health Insurance

See the current District 93 Support Staff Manual for access to the District insurance upon retirement. Please note that the Manual may be changed to reflect then current Illinois law.

## ARTICLE XIV

### EFFECT AND DURATION OF AGREEMENT

#### A. Term of Agreement

This Agreement shall be in effect July 1, 2014, upon ratification by the parties and remain in full force and effect through June 30, 2019.

#### B. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiation process, which resulted in this Agreement, each had the unlimited right and opportunity to make proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights, which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement.

#### C. Savings Clause

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

#### D. Changes, Modifications, and Amendments

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

ARTICLE XV

ACCEPTANCE

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

CAROL STREAM SUPPORT  
STAFF ASSOCIATION

BY: Theresa A. Henry  
President

BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 93

BY: Tom Cicero  
President  
Board of Education

BY: Q. B. Bass  
Negotiations Team Member  
Board of Education

BY: Sean M. Quade  
Negotiations Team Member  
Board of Education

BY: Cathy Brennan  
Cathy Brennan  
Assistant Superintendent for Human Resources

BY: David Hill  
David Hill  
Assistant Superintendent for Business Services

DATED: August 8, 2014