

***PROFESSIONAL AGREEMENT BETWEEN  
THE OSWEGO EDUCATION SUPPORT  
PROFESSIONALS ASSOCIATION***

***AND***

***COMMUNITY UNIT  
SCHOOL DISTRICT 308***

***July 1, 2020 – June 30, 2024***



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## **ARTICLE I RECOGNITION AND DEFINITIONS**

### **1.1 RECOGNITION**

The Board of Education of Community Unit School District 308, Kendall County, Illinois (hereinafter referred to as the 'Employer') recognizes the Oswego Education Support Professionals Association (OESPA), IEA-NEA, (hereinafter referred to as the 'Association') as the sole and exclusive bargaining representative for all full and part-time educational support personnel of the District (hereinafter referred to as the 'Employee') excluding transportation, custodial, maintenance and food service Employees, the Secretary to the Superintendent, Board Secretary, Secretary to the Associate Superintendent for Administrative Services, Secretary to the Assistant Superintendent for Business Services, Secretary to the Assistant Superintendent for Teaching and Learning, Special Education Department Secretary, all Human Resources and Finance confidential support positions and all supervisory, managerial, confidential, temporary and/or substitute employees, students, and all exclusions as set forth in Illinois Educational Labor Relations Board (IELRB) certification of representative.

### **1.2 DEFINITIONS**

#### **1.2.A FULL-TIME EMPLOYEE**

For the purpose of this Agreement, a full-time Employee is an employee who works thirty-five (35) hours or more per week.

#### **1.2.B NEW HIRE EMPLOYEE**

A "new hire" is a probationary employee hired from outside the District. An Employee must work a minimum of ninety (90) workdays before June 30<sup>th</sup> of the current school year in order to be eligible for any pay-rate increase contained in Article 13.3 of the Agreement with the exception of twelve (12) month employees. Twelve (12) month employees must have completed a minimum of one hundred and thirty (130) workdays worked prior to July 1 to be eligible for a pay rate increase.

#### **1.2.C PART-TIME EMPLOYEE**

For the purpose of this Agreement, a part-time employee is an employee who works fewer than thirty-five (35) hours per week. Said Employee shall receive prorated benefits from the District as specified in the agreement.

#### **1.2.D PROBATIONARY EMPLOYEE**

The first sixty (60) work days of employment will be a probation period during which the Superintendent or his/her designee may terminate an employee by giving written notice. All employees on probation shall be placed on the new hire salary schedule according to the position's category. The Superintendent or his/her designee in his/her sole discretion may extend the probationary period for up to an additional thirty (30) work days. Upon completion of the probation period, an Employee's seniority shall date back to his/her first day at work.

#### **1.2.E WORK DAYS**

Work days for purposes other than determining completion of the probationary period shall mean those days when the District office is open. Work days for determining the completion of the probationary period shall mean those days when the District office is open and the probationary Employee has worked their regularly scheduled day.

## **ARTICLE II FRAMEWORK FOR COLLECTIVE BARGAINING**

### **2.1 DUTY TO BARGAIN**

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours, and any other terms and conditions of employment. Each party shall determine the makeup of its own bargaining team.

### **2.2 NOTICE TO BARGAIN**

The Employer agrees to begin negotiations with the Association over a successor Agreement not later than February 15th of the final year of this Agreement.

### **2.3 RELEASE TIME FOR BARGAINING**

When, by mutual agreement of the parties, negotiations are scheduled during regular working hours, release time shall be provided for members of the Association's negotiating team. The District and the Association will split the cost for substitutes as needed.

### **2.4 PRINTING OF CONTRACT, COSTS, AND DISTRIBUTION**

The tentative agreement shall be previewed by the Association no less than 24 hours prior to signing the ratified agreement.

Within thirty (30) days after the Agreement is signed, copies of the ratified Agreement shall be available on the District Intranet for all bargaining members.

## **ARTICLE III MANAGEMENT RIGHTS**

### **3.1 MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains its management rights according to the Illinois Educational Labor Relations Act.

## **ARTICLE IV TERMS OF EMPLOYMENT AND WORKING CONDITIONS**

### **4.1 EMPLOYEE RIGHTS**

#### **4.1.A RIGHT TO ORGANIZE AND PARTICIPATE**

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other lawful concerted activities as protected by law. The Employees shall also have the right to refrain from these activities pursuant to the Illinois Educational Labor Relations Act.

#### **4.1.B NONDISCRIMINATION**

The Association and the Board agree they will not, either directly or indirectly, discriminate against any Employee in the exercise of any right conferred to them under any statute, code or this Agreement.

#### **4.1.C PERSONNEL FILES**

Every employee shall have the right to review any documents in his/her personnel file in accordance with the Illinois Personnel Record Review Act (820 ILCS 40). The Employee shall submit a written request to the Human Resources Office using the District-approved form. The District shall provide the Employee with the inspection opportunity within seven (7) working days after the Employee makes the request or if the District can reasonably show that such deadline cannot be met, the District shall have an additional seven (7) working days to comply. Review of the personnel file shall take place during normal business hours and the Employee may be accompanied at such review by an **Association** representative of his/her choice.

No disciplinary material may be placed in an Employee's personnel file unless the Employee has received a copy.

The Employee shall have the right to respond within fifteen (15) days to any material filed, and his/her response shall be submitted to the supervisor and the Executive Director of Human Resources or Designee, where it shall be attached to the file.

Nothing shall be permanently removed from the personnel file except with the consent of the Superintendent or his/her designee. An Employee shall have the right to copy material in the personnel file as provided in the Illinois Personnel Record Review Act.

#### **4.1.D CONCERNS**

If a person voices a serious concern about any Employee herein represented, the concern shall be brought to the attention of the Employee and the Association President by the administration within five (5) workdays.

#### **4.1.E DISCIPLINE OR DISMISSAL**

No non-probationary Employee shall be dismissed or suspended without pay without just cause. Written notice of the reasons for such dismissal or disciplinary action shall be provided to the Employee. Discipline action will be progressive, except for gross misconduct, and will follow steps outlined below. In the event of gross misconduct, the sequence and necessity for the following steps will be determined by the Superintendent, or designee, depending on the circumstances of each case.

In the event employee discipline is necessary the Employee has the option and right for representation by an OESPA officer or representative to advise him/her during the requested meeting or interview. If the meeting occurs during the workday, the Employee and the representative will not be docked pay.

With the exception of gross misconduct, a written notice of the meeting and reason for discipline or dismissal shall be provided to the Employee twenty-four (24) hours prior to the meeting.

#### **Verbal Warning:**

A verbal warning will be given to the Employee for misconduct or poor performance which does not warrant dismissal or suspension as the initial disciplinary action. This warning will be issued by the Employee's immediate supervisor. A written memorandum will be sent to the Employee and the Association President within forty-eight (48) hours after the meeting to document the verbal warning. This acknowledgement of the verbal warning will not be filed in the Employee's official personnel file but it will be kept on record for a period of one (1) year.

#### Written Warning:

A written warning will be issued to an Employee for misconduct and/or poor performance. This warning will be issued by the Employee's immediate supervisor. A written memorandum will be sent to the Employee and the Association President within forty-eight (48) hours after the meeting to document the written warning. This documentation will be filed in the Employee's official personnel file. Upon the Employee's written request, the document may be removed from the Employee's official personnel file after two (2) years from the date of the written warning. Upon the Employee's written request, the document will be removed from the Employee's official personnel file after four (4) years from the date of the written warning.

#### Suspension/Termination:

The decision to suspend or terminate an Employee will be made either by the Superintendent and/or designee. In the case of suspension, the Superintendent, or designee, shall have the authority to suspend for up to ten (10) days.

Before an Employee is disciplined by suspension, with or without pay or dismissal, the administration shall conduct an investigation of the problem to determine the facts and the Employee shall be given a pre-disciplinary conference with the supervisor and the administrator, or combination of administrators responsible for that building.

Upon the decision to suspend, a Notice of Suspension will be sent to the Employee. In addition, a copy of the documentation will be placed in the Employee's official personnel file.

#### Administrative Leave Pending Investigations

The Superintendent or designee may place an Employee on an administrative leave with pay up to thirty (30) days pending an internal or external investigation into an allegation of gross misconduct. This may occur without twenty-four (24) hours' notice to the Employee. In the event the investigation is not complete within thirty days, the Superintendent or designee shall have the authority to extend the suspension for an additional thirty (30) days in perpetuity. The employee must be notified prior to the extension.

## **4.2 WORKING CONDITIONS**

### **4.2.A OVERTIME/EXTRA TIME/COMPENSATORY TIME**

Overtime shall be defined as authorized work performed in excess of the regular work week as designated below.

#### **8 Hour per Day Employees**

Authorized work performed in excess of a forty (40) hour work week, as designated below, is considered overtime. All overtime must be authorized by the building principal or supervisor prior to working overtime. Hours over forty (40) will be paid time and a half based on the affected individual's regular rate of pay. The Employee may choose compensatory time instead of overtime. Compensatory time will be calculated in the same manner as overtime. Employees may utilize unused compensatory time before utilizing vacation days, sick time or other paid leave.

#### **7 Hour per Day Employees**

Authorized work performed in excess of a thirty-five (35) hour work week and not exceeding forty (40) hours, as designated below, is considered extra time. All extra time must be authorized by the building principal or supervisor. Extra time will be paid at the regular rate of pay. Extra time worked over forty

(40) hours is considered overtime. All overtime must be authorized by the building principal or supervisor prior to working overtime. Hours over forty (40) will be paid time and a half based on the affected individual's regular rate of pay. The Employee may choose compensatory time instead of overtime. Compensatory time will be calculated hour for hour. Compensatory hours worked over forty (40) will be calculated in the same manner as overtime. Employees may utilize unused compensatory time before utilizing vacation days, sick time or other paid leave.

The following will be counted toward the forty (40) hours per week required for overtime

1. Time physically on the job
2. Holidays listed in the contract
3. Personal leave day
4. Bereavement day

Overtime worked on Sunday or holidays will be paid time and a half except on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter when the rate increases to twice their regular rate of pay.

If an Employee is called in for an emergency situation, they will be compensated for a minimum of two (2) hours at one and a half times their regular rate of pay.

If an Employee is called in on Christmas, New Year's Day or Easter, they will be compensated for a minimum of two (2) hours at twice their regular rate of pay.

#### **4.2.B PAID HOLIDAYS**

1. Twelve month Employees, other than those whose presence are necessary because of an emergency or for the continued operations of the Employer's facilities, will receive the following paid holidays:

New Year's Day and one additional day

Martin Luther King, Jr.'s birthday

President's Day

Spring Break Day and one additional day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving and the day before and after

Christmas Day and two additional days

2. All other full time Employees will receive the following paid holidays:

New Year's Day

Martin Luther King Day

President's Day

Spring Break Day

Memorial Day

Labor Day

Columbus Day

Thanksgiving and the day before and after

Christmas Day and one additional day



### 4.3 WORK DAY HOURS

Teacher Assistants	7 (non-working days: the third and the fourth Teacher Institute Days.)
Parent Educator	8
Tech Specialists	8
Building Nurse	7 (non-working days: the third and the fourth Teacher Institute Days)
Secretary Tier 1	8
Secretary Tier 2	8
Secretary Tier 3	8

Total workdays per year may vary dependent on calendar.

As needed certain positions may be adjusted by management

Number of pays may need to be adjusted by management

\*Please note these are work hours - they do not include your 30-minute lunch

The work day for Parent Educators, Tech Specialists and all Secretaries shall be reduced by one hour, without reduction in pay on the following days:

- A. When students are not in attendance DURING the SCHOOL YEAR
- B. Early student release days (with the exception of the school improvement days, when professional development is provided)
- C. Teacher institute days (with the exception of the designated professional development day)
- D. The last work day prior to all PAID holidays (excluding the day before WAIVED holidays), AND WINTER BREAK AND SPRING BREAK

### 4.4 SUPERVISION COMPENSATION

Bargaining unit members assigned the following Supervisory Duties will be compensated as per the schedule below:

1. Lunch or recess supervision: Daily Lunch or recess supervision each shall be paid per semester, per person at the following rates:

0-20 MINUTES \$200  
21-40 MINUTES \$300  
41-60 MINUTES \$400

Each additional 20 minute increment over 60 minutes will be paid at \$100.00 per 20 minute increment.

2. Bus Supervision or AM/PM Supervision: Up to and including thirty (30) minutes of supervision time daily shall be paid at a rate of \$400.00 per person per semester. Over thirty (30) minutes of supervision daily shall be paid at a rate of \$500.00 per person per semester.

### 4.5 DUTY-FREE BREAKS AND LUNCH

Each Employee shall have one (1) unpaid, duty-free lunch period of thirty (30) consecutive minutes in length, which shall not be considered part of the regular workday nor count toward hours worked for overtime purposes. Lunch must be taken before the fifth (5<sup>th</sup>) hour of the workday.

Each Employee shall be entitled to one (1) break of fifteen (15) minutes' duration for every four (4) hours scheduled to work in a day. Break times shall be approved by the Employee's supervisor.

Due to the needs of the building, lunch and break time(s) may be designated by the Supervisor. Upon prior approval from the Supervisor, break and lunch times may be combined.

#### **4.6 EMERGENCY SCHOOL CLOSINGS**

When school is officially closed due to an emergency situation (weather or otherwise), employees who are regularly scheduled to work, will not be required to report to work.

When school is in session during bad weather, it is the Employee's responsibility to get to work. If the Employee cannot get to work due to unsafe road conditions, said Employee may use his/her personal day(s), vacation day(s) discretionary day(s), or compensatory time.

#### **4.7 PHYSICAL ENVIRONMENT**

The Board recognizes the need to provide a safe working environment. Employees who encounter conditions that are likely to endanger health or safety shall promptly report the condition to their supervisor or building principal. The supervisor or building principal shall promptly investigate or cause to be investigated the condition giving rise to the report. If the condition is determined to endanger health or safety, the administrator shall initiate a remedy. The supervisor/ principal shall disseminate the information to the staff in a timely manner.

##### **4.7.A ASSAULT**

Employees who have been assaulted during the performance of their assigned duties or on District 308 property:

1. Shall have the right to defend himself/herself in accordance with Board Policy and/or obtain assistance.
2. Shall notify a Building Administrator to call the police, parents, and the Superintendent where warranted.
3. Shall receive defense and indemnification from the Board to the extent required by law.

##### **4.7.B SAFETY MEASURES**

When an Employee has been the victim of a verified verbal or physical threat from a student, the District will take responsible steps to ensure the safety of the Employee. This may include providing student supports and/or initiating appropriate disciplinary measures to remediate the student's behavior and/or providing professional development to the Employee. Information regarding the steps to be/have been taken will be shared, where permitted under federal and state laws and regulations, with the Employee. This section shall not be interpreted in a manner that would mandate the use of exclusionary disciplinary measures or circumvent or contradict an Individualized Education Program or approved accommodations under a Section 504 Plan.

In all cases when notified, the Human Resources Department shall immediately notify the Employee of any legal aid from the District that may be available.

#### **4.8 SENIORITY**

##### **4.8.A DEFINITION OF SENIORITY**

1. Seniority shall be defined as length of continuing full-time service in a position covered by the terms and conditions of this Agreement; however,
  - a. unpaid leaves and period of employment in a non-bargaining unit position

shall not be counted in determining seniority. For the purposes of this section, unpaid leaves shall be defined as any full-day absence without pay except intermittent leaves granted in accordance with the Family and Medical Leave Act.

- b. Paid leaves of absence shall not constitute an interruption or break in continuing service for seniority purposes.

2. If two or more Employees have equal seniority after application of the factors set forth in subparagraph 1 above, the Employee having the greater seniority shall be determined by lot.

#### **4.8.B DISTRICT SENIORITY LIST**

The Employer shall prepare, maintain and post the District seniority list. A copy of the seniority list shall be distributed to the Association President by February 1 of each year for review and before distribution to the membership. Each Employee shall file with the Executive Director of Human Resources or his/her designee specific written objections to the information contained on the list by March 1. Failure of the Employee to make a timely objection shall be deemed to be an acceptance of their placement on the seniority list and shall waive any right to challenge their placement on the seniority list until the posting of a new seniority list. The seniority list shall contain the name of the Employee, category of position in accordance with Article 4.12.A, and seniority date.

#### **4.8.C LOSS OF SENIORITY**

An Employee forfeits any accrued seniority based upon any of the following occurrences:

- A. Board approved resignation;
- B. dismissal for cause;
- C. retirement; or
- D. expiration of the Reduction in Force (RIF) recall period;
- E. acceptance of a position outside of the bargaining unit.

#### **4.9 NOTICE OF ASSIGNMENTS**

A current Employee shall be given a Notice of Assignment for the forthcoming school year no later than June 15 of the current school year. Changes in this assignment may be made, if necessary, no later than the first day of student attendance of the forthcoming school year. The Notice of Assignment shall not be used to transfer Employees from building to building or in place of the transfer process. Staff involved in such changes will be notified as soon as possible.

#### **4.9A ACCEPTANCE OF POSITION OUTSIDE OF OESPA**

In the event that an OESPA member accepts a temporary position outside of the bargaining unit within the District, the following criteria will apply:

If the maximum cumulative amount of time spent in a position/or positions outside of the bargaining unit equals two (2) consecutive semesters, the OESPA assignment becomes vacant and the Employee is no longer an OESPA member.

#### **4.10 VACANCIES**

A vacancy is defined as any opening in a full-time or part-time position covered by this OESPA agreement due to resignation, termination, promotion or the creation of a new position. The OESPA leadership will be notified via District 308 email of any OESPA vacancy the day the vacancy is posted. Any OESPA vacant position will be posted on the District Web site for a minimum of five (5) work days and shall specify the classification, building location, and salary. All internal candidates interested in a

vacancy shall submit an internal application on the District's website before the posting expires. All qualified internal applicants shall be interviewed. Seniority shall be considered when all other qualifications are equal.

The five-day posting requirement may be waived by the Executive Director of Human Resources/Designee if unforeseen vacancies occur within ten (10) calendar days of the first day of the school year. It may also be shortened to twenty-four (24) hours in the case of unforeseen, immediate vacancies during the school year. The Executive Director of Human Resources/Designee shall notify the OESPA President via email prior to waiving or shortening the posting requirement.

#### **4.10A NEWLY CREATED POSITIONS**

Prior to the posting of a newly created OESPA position, the Superintendent or designee and the Association President or designee will discuss the proposed salary placement of the new position.

#### **4.11 TRANSFERS**

A transfer is defined as a reassignment process initiated by the District to meet District needs. If the District determines that the need can be met only by the transfer of a specific employee, then the District will consult with the employee who is considered for transfer, making known its intention and rationale.

If the District determines that the need can be met by any qualified employee, volunteers will be considered first. In the event that no volunteers are available, the qualified employee within the category most suitable for the position based upon appropriate licensure, training, and the needs of the District shall be transferred with appropriate consideration given to transferring the least senior qualified employee. The District will inform the employee of the rationale for the transfer.

The final decision on all involuntary transfers remains with the District.

A transfer shall not result in a reduction of hourly pay rate, for the remainder of the school year in which the transfer was initiated.

#### **4.12 REDUCTION IN FORCE**

**4.12 A** The following procedures shall be used with regard to Reduction In Force:

**a. Written Notice:**

In the event of a reduction-in-force, the District shall provide written notice of honorable dismissal via first class and certified mail to all affected Employees not less than thirty (30) calendar days prior to the layoff.

**b. Reduction-in-Force:**

Reduction in Force shall be by seniority within category. Seniority is defined in Section 4.8. The Employee(s) with the least seniority in his/her respective category (as defined below) shall be dismissed first provided the Employees not subject to dismissal are qualified, as defined by the job description, to fill the positions remaining in the category after the reduction-in-force.

If the unaffected Employees are not qualified, as defined by the job description, to fill the remaining positions in the category, the District shall first dismiss the least senior Employee who is not qualified to fill the remaining positions rather than the least senior Employee in the category.

#### c. Recall Procedure

If the District 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 a position shall be offered to the most senior Employee so removed or dismissed from that category of position, so far as they are qualified to hold such positions. If there are no Employees on the RIF recall list who were dismissed from the category of position of the vacancy, the position shall be offered to the most senior Employee who was dismissed from another category of position and is qualified to hold the position.

To be qualified for a position, an Employee must meet the job description requirements for the position. An Employee's failure to maintain the necessary statutory or licensing qualifications for a particular position will result in a waiver of recall rights to any vacancy arising in such position during the recall period.

To be eligible for recall, an honorably dismissed Employee must provide to the District, in writing, the address where the Employee may be reached. When an Employee is recalled, the District will send a Notice of Recall via certified mail to the address provided by the Employee.

The Employee must notify the District, in writing, within five (5) work days of the Employee's certified receipt of the notice, of the acceptance of any vacant position offered to the Employee during the recall period. The Employee's failure to notify the District of acceptance of the available position offered on the Notice of Recall shall constitute rejection of the offer of employment. Any Employee who rejects an offer of an available position in their category shall be deemed to have waived his recall rights under 105 ILCS 5/10-23.5 of The School Code and will no longer be eligible for any other vacant positions that became available during the recall period.

Any recalled Employee shall retain his previously accumulated seniority and other benefits but shall not accrue additional seniority for the period after the honorable dismissal and prior to reemployment.

#### d. Category:

The following categories shall be used to implement the reduction-in-force outlined in Section 4.12.

- A – Teacher Assistant
- B – English Learners (TPI & TBE) Teacher Assistant
- C – Special Education Teacher Assistant
- D – Library/Computer Laboratory Assistant
- E – Building Nurse
- F – Technology Specialist
- G – Secretary 1
- H – Secretary 2
- I – Secretary 3

#### **4.12.B FINAL PAYCHECK**

Where a member of this bargaining unit is dismissed by the Employer as a result of a decrease in the number of employees or the discontinuation of the Employee's job, the Employee shall be paid all earned compensation on or before the next regular pay date following his or her last day of employment in accordance with Section 5/10-23.5 of The School Code.

#### **4.13 PROFESSIONAL DEVELOPMENT**

School District 308 and OESPA recognize the importance of professional growth to the effective and efficient operation of the District and to maintain a professional work environment supportive of Employee success and continuous learning.

The District will annually provide professional development to OESPA members on school improvement days and on one teacher institute day. OESPA members shall attend and be compensated at their regular rate of pay for such professional development.

A committee consisting of a minimum of two (2) District Administrators, two (2) Building Administrators and three (3) OESPA members shall meet to discuss professional development topics in the school year prior to the school year in which the professional development will occur. The Administration and Association recognize that scheduled professional development may be revised due to federal or state legal requirements, or District needs.

Annually, the District and the Association will evaluate professional development offered and consider feedback on the effectiveness of professional growth opportunities. The feedback will be used in collaboratively developing professional development opportunities for subsequent years.

#### **4.14 COMMITTEE REGARDING CAREER PATHWAYS**

During the term of this Agreement, the Administration and Association agree to convene a committee comprising equal membership to explore methods to increase the number of educational support personnel who may become licensed educators in hard-to-fill areas within the District. The committee shall submit recommendations to the Superintendent. If the Superintendent affirms the recommendations, they shall then be brought to the Board of Education for consideration.

### **ARTICLE V ASSOCIATION RIGHTS**

#### **5.1 EMPLOYEE INFORMATION**

Upon request the Employer shall provide the Association President with the following Employee information:

1. Name
2. Address
3. Phone number
4. Title
5. Building assignment
6. Initial start date
7. Days in contract
8. Work hours per day
9. Hourly rate

#### **5.2 ASSOCIATION REPRESENTATION**

The Employee shall have the right to be represented by the Association during any disciplinary conference.

### **5.3 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT**

- A. Upon prior approval of the building Principal or his designee, the Association will be allowed to use available District facilities for committee, general or building representative meetings, outside of normal school attendance hours.
- B. Upon prior approval of the building Principal or his designee, the Association will be allowed use of District office equipment.
- C. The Association may make use of the Employer's inter-school mail system for communications.
- D. The Association shall have access, at each work site within the staff communication area, to a bulletin board restricted for Association notices.

### **5.4 ASSOCIATION BUSINESS LEAVE**

Association business leave shall be defined as an Association official or representative's attendance at or participation in local, state, or national conferences, or Association business meetings. Executive Committee members may take Association business leave days with pay, provided the Association reimburses the District for the cost of any substitute Employees. The Association President must submit written notice of Association Business Leave to the Superintendent/designee for mutual approval at least five (5) work days before the leave day(s). District business, defined as attendance at a meeting requested by building or district administration, does not require this advance notice.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **6.1 DEFINITIONS**

A grievance shall be any claim by the Association, an Employee, or group of Employees that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

### **6.2 TIME LIMITS**

No grievance shall be entertained or processed unless it is submitted within twenty (20) work days after the event or occurrence giving rise to the grievance or grievant's knowledge of such event or occurrence, whichever first occurs. All time limits shall consist of Employee workdays. Time limits may be extended by mutual written agreement.

### **6.3 PROCEDURES**

After consultation with the Association president or the grievance chair, the parties acknowledge that it is usually most desirable for an Employee and his immediate involved supervisor to resolve the problem through free and informal communications. If, however, the informal process fails to satisfy the Employee, a grievance may proceed through the formal grievance steps set forth below.

#### **STEP I**

The grievant shall present the grievance in writing to the immediate involved supervisor, who will arrange for a meeting to take place within ten (10) work days after receipt of the grievance. The written grievance shall identify the grievant, summarize relevant facts, and identify all provisions of the Agreement allegedly violated. Within ten (10) work days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.

## **STEP II**

If the grievance is not resolved in Step 1, then the grievant may appeal the grievance to the Superintendent or his/her designee within ten (10) work days after receipt of the Step 1 answer. The Superintendent or his/her designee shall arrange with the grievant or Association representative for a meeting to take place within ten (10) work days of the Superintendent's or his/her designee's receipt of the appeal. Within ten (10) work days after the meeting, the grievant and the Association shall be provided with the Superintendent's or his/her designee's written response.

## **STEP III**

If the grievance remains unresolved at the Superintendent level, it shall proceed to the Board level. The Superintendent's response to the grievance shall be heard at the next Board meeting.

## **STEP IV**

If the grievant is not satisfied with the disposition of the grievance at Step 3, then the Association may submit the grievance within thirty (30) work days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

### **6.4 AUTHORITY OF ARBITRATOR**

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing and shall have no authority to make any decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying applicable laws and regulations. The decision of the arbitrator shall be final and binding upon the parties.

### **6.5 BYPASSING STEPS**

If the superintendent and the grievant mutually agree, any step of the grievance procedure may be bypassed.

### **6.6 GRIEVANCE WITHDRAWAL**

Grievances may be withdrawn by the grievant or the Association at any step of the grievance procedure without establishing precedent. Grievances not appealed within the designated time limits shall preclude further appeal, provided there has been no mutual agreement of extension. If the Employer's written decision has not been rendered within the time limits, then the grievance shall be automatically advanced to the next step.

### **6.7 SETTLEMENT**

A grievance may be resolved or settled on any basis by mutual agreement of the parties at any step of the grievance procedure.

### **6.8 ARBITRATION COSTS AND PROCEDURES**

Each party will bear the full cost for its representation in the arbitration. The fees and the expenses of the arbitrator and Federal Mediation and Conciliation Services (FMCS) shall be shared equally by the parties.

If either party requests a transcript of the proceedings, that party shall bear the full cost for the transcript. The parties may agree to share the cost of all transcripts, including that furnished to the arbitrator. If only one party requests postponement of an arbitration hearing, that party shall bear the cost of such postponement.



## **ARTICLE VII EMPLOYEE EVALUATION**

### **7.1 PURPOSE OF EVALUATIONS**

The Association and the Board recognize the value of the evaluation process. The primary purpose of Employee evaluation shall be the assessment/improvement of the Employee's job performance. The Association acknowledges that the Employer and Association shall establish performance standards for the Employee evaluation.

For non-probationary Employees the Employee Evaluation should not be used solely to determine the employment status of an Employee. See Section 4.1. E, Discipline or Dismissal.

### **7.2 EVALUATION PROCESS**

All bargaining unit members shall be evaluated annually for the first two (2) years of employment or when an Employee's position or building assignment changes; and thereafter every other year. Employees who receive a rating of "needs improvement" or "unsatisfactory" on any component shall be evaluated the following school year. Evaluations may reference an employee's performance since the last performance evaluation.

Evaluations shall be completed by the last day of student attendance each year. In the event that an evaluation does not occur within this time frame, the employee shall be evaluated the following school year.

Prior to the start of the 2021-2022 school year, the Association and Administration shall confer regarding the evaluation schedule for Sign Language Interpreters to ensure an equitable distribution of evaluations between school years.

The Association and Board agree to form a committee composed of an equal number of union members and Administrators to create evaluation forms for each employee category during the 2021-2022 school year. Once created, these evaluation forms will replace the existing forms in Appendix C beginning in the school year immediately following creation unless an earlier date is mutually agreed upon.

#### **7.2.A EVALUATION MEETING**

The evaluator shall be the Administrator most familiar with the particular position and performance of the employee. Nothing in this section shall be interpreted to prohibit supervisors from conducting employee observations. The Building Principal or Assistant Principal, if not the evaluator, shall provide input on the evaluation for all employees assigned to that building. The evaluator shall provide to the Employee a written evaluation summary within fifteen (15) work days of the evaluation meeting. The Employee shall sign and be given a copy of the evaluation. The signature shall indicate that the evaluation has been completed, and does not signify concurrence. A copy of the performance evaluation shall be placed in the Employee's personnel file.

Within ten (10) days of receipt of the written performance evaluation, an Employee may submit a written response to the evaluation, a copy of which shall be attached to the evaluation and placed in the Employee's personnel file.

#### **7.2B REMEDIATION PROCESS**

If at any time an Employee's performance evaluation is deemed unsatisfactory by the evaluator, a written remediation plan shall be put in place no later than the start of the next school year. The District shall notify the Association President of the decision to initiate a remediation plan. The Employee shall be notified of the right to have the Association President or Vice-President present to support them in the development of the plan and throughout the remediation process. This will typically involve the following:

1. Identification of specific areas of concern.
2. A description of the expectations to improve job performance or areas of concern. A reasonable timeline not to exceed eight (8) weeks will be established and discussed with the Employee.
3. Periodic feedback will be given during the remediation period from the evaluator in the form of evaluations, memoranda, conferences, etc., as the evaluator determines appropriate under the particular circumstances.
4. A post-remediation meeting will be held with the Employee to discuss the remediation results. The Employee shall show sustained proficiency in the identified areas to have successfully completed the remediation plan.
5. Failure to successfully complete the remediation plan shall result in subsequent employment action that may include, but not be limited to extending the remediation time, adjusting the remediation plan, and/or termination.
6. If a recommendation for termination of employment due to performance concerns is made, an employee may file a written appeal within five (5) work days to the Executive Director of Human Resources, who shall issue a final decision which is not subject to the grievance procedure. The affected employee shall have the right to have the Association representation available throughout the appeal process.

## **ARTICLE VIII JOB DESCRIPTIONS**

### **8.1 JOB DESCRIPTIONS AND CLASSIFICATION**

Each Employee shall receive a copy of his/her job description. The descriptions will include at least the following information: job title and description; minimum requirements and qualifications; and a statement of tasks and responsibilities normally associated with that position.

The administration and the association have agreed to establish a joint committee that will review job descriptions.

## **ARTICLE IX PAYROLL DEDUCTIONS**

### **9.1 PROCEDURES FOR DUES DEDUCTION**

Authorizations for dues deductions submitted to the Superintendent or designee on or before the 15th of any month shall become effective in the first pay period of the following month. Such payroll deductions shall be deducted over the remaining pay periods and remitted to the Association within ten (10) work days following each pay period. The annual amount to be deducted will be determined by the Association.

In the event that an employee resigns or is terminated from employment by the Board, or requests a leave of absence from the Board prior to termination of the current authorization, the Board shall deduct the unpaid portion from his/her final paycheck. If the final paycheck does not cover the unpaid balance, the Association shall be held liable.

The Association shall indemnify and hold harmless the Board, its members, officers, and agents 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 with respect to dues deductions or in reliance on any list, notice, or certification provided by the Association related to dues deductions.

## **ARTICLE X LEAVES**

### **10.1 SICK LEAVE**

Each Employee shall be granted paid sick leave in the amount of one day per month for his/her work year, but in no case will an Employee receive fewer than 10 days. Unused sick leave may accumulate up to two-hundred and forty (240) days which is the maximum benefit of one (1) year toward retirement as required by IMRF. Sick leave shall be usable in the same increment as the Employee's regular workday (e.g., a 50% part-time school year Employee shall be entitled to ten (10) days of sick leave with each day equal to a half-day or 50% time day).

Sick leave shall be defined as personal illness, quarantine at home, or serious illness or death in the immediate family or within the household. For purpose of this paragraph "immediate family" shall include husband, wife, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents-in-law, grandparents or grandchildren.

- Employees may use accumulated sick leave for bereavement.
- Employees who enter employment with the District during the school year shall receive sick leave on a prorated basis.
- Probationary Employees shall not be eligible for paid sick leave until successful completion of the probationary period, sixty (60) workdays. They shall be credited for sick leave from the initial date of hire.
- Employee will be required to provide the District with a physician's certificate upon request if the Employee requests paid sick leave after an absence of three (3) days for personal illness.
- On early release days an Employee who will be absent for the day and is using a sick day for the absence will be charged for one (1) sick day.

### **10.2 PERSONAL DAYS**

All full-time Employees shall be entitled to two (2) paid personal days per year. Personal days are prorated based on hire date. Personal days shall be compensated at full salary and must be approved by the designated supervisor, except in cases of emergency. Probationary Employees shall not be eligible for paid personal days until successful completion of the probationary period, sixty (60) workdays. They shall be credited for personal days from the initial date of hire. On early release days, an Employee who will be absent for the day and is using a personal day for the absence will be charged for one (1) personal day.

### **10.2.A RESTRICTIONS ON USE**

Personal days shall not be used during the first or last five (5) work days of the school year or the school day immediately before or after a holiday or vacation period. Personal days shall not be used on consecutive school days (e.g., Friday and the following Monday). Any of these conditions could be amended by the Superintendent/designee.

### **10.2.B APPLICATION FOR PERSONAL DAYS**

Personal day requests must be submitted via the District-approved attendance system at least two (2) days before the leave day. The request for the personal day must be for one-half (1/2) school day or one (1) full school day. In the event of an emergency, the Employee must notify his/her immediate supervisor prior to the beginning of the Employee's assigned shift. An emergency shall be defined as an unforeseen occurrence, which would endanger the Employee or his/her property and necessitates absence from an assigned shift.

### **10.2.C UNUSED DAYS**

Unused personal days shall accumulate as sick leave.

### **10.3 JURY SERVICE**

Any Employee called for jury duty shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or any other benefits. The Employee shall turn over to the employer any fees received specifically for jury duty that shall not be more than the full compensation paid by the District.

### **10.4 NON-PAID LEAVES OF ABSENCE / PERSONAL LEAVE OF ABSENCE**

The Employer may at its discretion grant Employees upon request unpaid leaves of absence to a maximum of one (1) year in duration. Requests shall be made in writing thirty days (30) prior, if foreseeable, to the Leave of Absence and shall include the reason for leave and specify the beginning and anticipated ending date of the leave.

Employees on leave shall notify the Superintendent or his/her designee in writing at least thirty (30) calendar days prior to the stated anticipated ending of the leave in order to return to employment. Failure by the Employee to notify the District in writing at least thirty (30) calendar days prior to the stated anticipated ending date of the leave will represent a resignation by the Employee from the District. Failure to return from the leave as of the stated anticipated return date shall be construed as a resignation by the Employee.

However, an Employee returning from leave shall retain prior earned seniority and salary step held at the time of the leave. Under this provision, upon his/her return an Employee shall be entitled to a comparable position with the same pay, benefits and classification within the bargaining unit.

### **10.5 MEDICAL/DISABILITY LEAVE OF ABSENCE**

An Employee who needs to request a leave of absence due to his/her own serious health condition may request an unpaid leave of absence of up to one (1) year. The request for a leave shall be accompanied by a health care provider's certification. Requests will be granted upon approval of the Board of Education. Upon his/her return, said Employee will be placed in a position for which he/she is qualified.

The Board of Education will maintain healthcare coverage for FMLA-eligible leave for up to twelve (12) weeks under the same conditions as before the leave. At the end of the twelve (12) weeks, if the

Employee needs to continue their healthcare coverage, the Employee may access their rights under the provision of COBRA.

#### **10.6 FAMILY MEDICAL LEAVE ACT (FMLA)**

The employer will comply with its obligation under the Family and Medical Leave Act (FMLA). FMLA provides up to twelve (12) weeks of unpaid, job-protected leave to eligible Employees for certain family and medical reasons. During the period of such a leave, the Employee's health coverage will be maintained. Employees are eligible if they have worked for the District for at least one year and for 1,250 hours over the previous twelve (12) months. If the reason for the leave is also covered under sick leave, disability and Worker's Compensation, FMLA and sick leave will run concurrently.

FMLA may be granted for any of the following reasons:

- To care for a child after birth, or placement for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a personal serious health condition that makes an Employee unable to perform his/her job.
- To request FMLA leave, an Employee must provide thirty (30) days advance notice when the leave is foreseeable.

The Board of Education will maintain healthcare coverage for up to twelve (12) weeks under the same conditions as before the leave. At the end of the twelve (12) weeks, if the Employee needs to continue their healthcare coverage, the Employee may access their rights under the provision of COBRA.

#### **10.7 ABSENCE DUE TO DUTY-CONNECTED INJURY**

When an Employee is injured on the job, the Employee is to notify the Principal and school nurse and complete an Employee accident report. The school nurse will then contact the Benefits Secretary at the District Administration Center. The injured Employee should seek medical assistance from a medical provider. Full salary is paid by the District for the date of injury.

When an absence occurs due to duty-connected injury or liability the Employee shall have the following options:

1. Accept the 2/3 of his/her salary from workmen's compensation provider with no loss of sick leave.
2. Accept the 2/3 of his/her salary from workmen's compensation provider and the additional 1/3 of his/her salary from the District with a loss of 1/3 day charged against his/her accumulated sick leave. However, payment from the District will cease when all sick leave has been exhausted.

The Board of Education will maintain healthcare coverage for up to twelve (12) weeks under the same conditions as before the leave. At the end of the twelve (12) weeks, if the Employee needs to continue their healthcare coverage, the Employee may access their rights under the provision of COBRA.

#### **10.8 BEREAVEMENT DAYS**

A maximum of two (2) work days per year shall be allowed on account of death of an immediate family member. Bereavement must be taken in either half day or full day increments. Bereavement leave will not be counted against an Employee's sick leave accumulation. Unused bereavement leave days shall not carry over from one year to the next. For purposes of this section, "immediate family" shall include husband, wife, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, parents-in-law, grandparents or grandchildren.

In the event an Employee needs more than two (2) days of leave designated for bereavement he/she may use accumulated sick, vacation and/or personal leave for additional days taken. If the member does not have accumulated sick, vacation and/or personal leave, the additional days will be unpaid.

If an Employee needs more than five (5) days of bereavement leave, he/she shall submit a request in writing to the Assistant Superintendent for Administration for the additional days needed for the leave. Accumulated sick leave may be used for attendance at funerals.

## **ARTICLE XI VACATIONS**

### **11.1 VACATION DAY/SENIORITY**

All full-time, twelve-month Employees are eligible for paid vacation based on the schedule set forth in Section 11.2. Vacation requests are subject to the approval of the Superintendent or his/her designee. In the event of a conflict between two or more Employees' vacation requests, the Employee with the greater seniority shall be granted his/her preferred vacation date(s).

### **11.2 ACCUMULATED VACATION DAYS AND MONTHLY ALLOTMENT**

Upon initial employment with the District as a 12-month Employee, vacation will be earned at the rate of 1 day per month beginning with the first calendar month and will be eligible for use as accrued.

If the Employee start date is between the 1st and 15th, they will accrue one (1) day for that month.

If the Employee start date is between the 16th and the end of the month, they will not accrue a day for that month.

Examples:

Employee starts on April 1; at the end of that month they will have earned one (1) vacation day.

An Employee starts on November 21; at the end of that month they will not have earned a vacation day.

On July 1 of each year, Employees will accrue a year vacation service. In order for new Employees to be advanced a year, they must complete six months of employment prior to July 1. (First work day must fall between July 1 and December 31 of the previous calendar year.)

Maximum vacation days permitted at the conclusion of one year's employment are twelve (12) days. Additional vacation days shall accrue as follows:

#### **MONTHLY ACCRUAL**

Years of Continual Service	Monthly Accrual Rate	Equivalent Days
0 – 5	1 day	12 days
6 – 15	1.5 days	18 days
16 plus	2 days	24 days

The minimum amount of vacation to be taken will be in half day increments. Vacation may be approved after submitting a vacation request electronically through the District-approved attendance system.

### **11.2.A MAXIMUM VACATION DAYS CARRYOVER**

Twelve-month employees may carry over a maximum of double their yearly allotment, but not to exceed two (2) years earnings of vacation. If an Employee is going to lose vacation time due to reaching double their yearly allotment, they may put in a request in writing to the Associate Superintendent for Administrative Services for an extension of that time. Failure to utilize carryover vacation time will result in forfeiture of vacation days. Every July 1, unused discretionary days become vacation days one for one.

### **11.2.B TERMINATION OF EMPLOYMENT**

Upon termination of employment, an Employee shall be paid for earned but unused vacation time at his/her current rate of pay.

### **11.3 VACATION SCHEDULE FOR EMPLOYEES TRANSFERRED TO A 12-MONTH POSITION**

In the event a full-time school term Employee is permanently transferred to a twelve-month position, his/her placement on the vacation schedule shall be determined by months of continuous service. Continuous service shall be defined as the number of months worked since the first scheduled day of work. Said Employee shall earn vacation days effective immediately upon the job transfer based upon the monthly accrual rate. (SEE ABOVE)

Examples:

A 9-month Employee transferred to a 12-month position with 10 years of continuous service:

- $9 \text{ months} \times 10 \text{ years} = 90 \text{ months}$  divided by 12 months = 7.5 years of service
- They would accrue 1.5 days a month.

A 9-month Employee transferred to a 12-month position with 4 years of continuous service:

- $9 \text{ months} \times 4 \text{ years} = 36 \text{ months}$  divided by 12 months = 3 years of service
- They would accrue 1 day a month.

## **ARTICLE XII INSURANCE**

### **12.1. MEDICAL/DENTAL/VISION INSURANCE**

The Board shall provide for each Employee working thirty (30) hours or more per week an insurance plan for hospitalization and major medical group insurance, and dental insurance coverage. The maximum Board contribution toward the total annual premium shall be:

- Medical Insurance – 75%
- Dental Insurance – 75%
- Vision Insurance – 100%

#### **12.1.A INSURANCE COMMITTEE**

Two representatives from the Association will serve as members of the District's Insurance Advisory Committee.

### **12.2 LIFE INSURANCE**

The employer will provide each Employee working a minimum of twenty (20) hours or more with a term life insurance policy, including additional Accidental Death & Dismemberment coverage equal to the amount of the current base salary, but no less than \$20,000.

### **12.3 LONG-TERM DISABILITY**

As soon as a member of the bargaining unit qualifies for temporary disability under the IMRF system, the member must go on temporary disability under the IMRF system.

In addition, the bargaining unit member may be eligible to receive Long-Term Disability benefits through the LTD carrier that is provided by the District. The bargaining unit member must work a minimum of thirty (30) hours per week to be eligible for the Long-Term Disability benefit. The carrier for the Long-Term Disability will be selected by the District.

### **12.4 SECTION 125 PRE-TAX PREMIUM PLAN**

Bargaining unit members may participate in a Section 125 premium pre-tax plan. This plan allows the Employee's premium costs for health and dental insurance to be deducted from Employee's pay on a pre-tax basis, resulting in a tax savings for the participating Employee. In order to enroll in this plan, Employees must submit a Section 125 pre-tax premium enrollment form to the Benefits Coordinator at the District Administration Center.

### **12.5 FLEXIBLE SPENDING ACCOUNT PLAN (FSA)**

Bargaining unit members are eligible to participate in a Flexible Spending Account (FSA) plan. In general, the FSA plan allows a participating Employee to designate a dollar amount to be deducted from his/her paycheck on a pre-tax basis for eligible medical, dental and dependent care expenses incurred by the Employee. Examples of eligible non-covered expenses are medical and dental insurance plan deductibles, co-payments for office visits, eyeglasses and prescriptions, and child care expenses.

The total dollar amount is determined annually and equal payments will be deducted from each paycheck and placed into the Employee's FSA. This plan results in a tax savings for the participating Employee.

Participating Employees may apply to receive funds from the FSA after eligible expenses are incurred. They have up to ninety (90) days after coverage ends in the current plan year to file claims. After ninety (90) days, up to \$500 of the available balance will be carried over to the next plan year. However, any unclaimed amounts in the Employee's FSA exceeding \$500 at the end of the ninety-day period after coverage ends in the current plan year will be forfeited. Medical and dental premiums paid by the Employee are not covered under the FSA, but can be deducted on a pre-tax basis under the Section 125 pre-tax premium plan.

### **12.6 TRAVEL REIMBURSEMENT**

Employees who are required to travel for school related business will be compensated at the rate set by the internal revenue service. Employees must complete the travel/mileage reimbursement report according to the guidelines set forth on the form.

### **12.7 EXTRA DUTY PAY**

Employees who sponsor school related activities occurring before or after the regular school day shall be reimbursed as per schedules A, B, and C of the OEA contract.



## **ARTICLE XIII COMPENSATION**

### **13.1 IMRF**

The employer will pay one-hundred percent (100%) of the cost of IMRF contributions for the duration of this Agreement.

### **13.2 DISTRIBUTION OF WAGES**

Wages will be paid on the 15th and 30th of each month. If the 15th or the 30th falls on a weekend or holiday, payday will be the prior business office workday.

### **13.3 PAY RATES**

General Education Teacher Assistants, Special Education Teacher assistants, LPN Nurses, RN Nurses, Technology Specialist Liaisons and Secretaries 1-3 will receive a pay freeze for the 2020-2021 school year. All above-mentioned groups will receive a pay increase of \$0.50 for the 2021-2022 school year, \$0.35 for the 2022-2023 school year and CPI with a floor of 1.25% and ceiling of 4% in the 2023-2024 school year.

Sign Language Interpreters will be brought up to the current starting salary for their respective certification subgroup (See Appendix A) for the 2021-2022 school plus increase of \$678.00. They will receive a \$475.00 increase in the year 2022-2023 and CPI with a floor of 1.25% and ceiling of 4% increase in the 2023-2024 school year.

Technology Specialists will receive a pay freeze in the 2020-2021 school year. They will be brought up to \$20 in 2021-2022, \$21 in the year 2022-2023, and \$22 for the year 2023-2024.

#### **Stipend for Special Education Teacher Assistants**

Special Education Teacher Assistants providing specialized handling or care (i.e. toileting and feeding) on a regular daily basis shall receive a \$400 stipend per semester. The stipend will be paid at the end of each semester.

#### **Internal Substitution Rate**

OESPA members who hold a Professional Educator License or a Substitute Teacher License shall be compensated at \$ 21.50 per hour for internal substitute work as a teacher.

### **13.4 BUILDING NURSE LICENSE**

For the term of the contract the Building Nurse License renewal fee will be paid by the District.

## **ARTICLE XIV RETIREMENT**

### **14.1 RETIREMENT QUALIFICATIONS**

In order to qualify for a retirement benefit with the District an Employee must meet the following criteria: have a minimum of twelve (12) years of service with the District, be at least fifty-five (55) years of age by the retirement date, submit a letter of intent to retire by March 1st of the year prior to the year of retirement.

An Employee who has twelve (12) or more years of service in the District, and who fulfills the requirements listed above, will receive a retirement bonus of \$5,000. This amount shall be added to the Employee's annual salary in their final year of service to the District, and shall be applicable in the computation of the Employee's IMRF retirement benefit.

## **ARTICLE XV TECHNICAL CLAUSES**

### **15.1 NO STRIKE CLAUSE**

During the term of this agreement, the Association, its officers and representatives, and all Employees covered by this agreement will not instigate, promote or participate in any strike, slowdown or other concerted interruption of the operation of the District.

### **15.2 NO LOCKOUT CLAUSE**

During the term of this agreement the employer agrees not to lock out or otherwise inhibit the Employees from performing the duties for which they are employed.

### **15.3 SAVINGS CLAUSE**

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

### **15.4 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

### **15.5 CONTRACTUAL AMENDMENTS OR MODIFICATIONS**

This agreement shall constitute a binding obligation on both the Employer and the Association for the duration hereof. The Agreement may be altered, changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the Employer and the Association. Any such alterations, changes, additions, deletions, or modifications shall be put in writing and signed by the Employer and the Association.

In the event that legislation is enacted that would change the working conditions, benefits, compensation or employment requirements, the Association and the Board agree to meet to discuss any alterations that may be necessary.

**ARTICLE XVI**  
**DURATION**

This Agreement shall be effective July 1, 2020 and shall continue in effect through June 30, 2024.

OESPA  
BY:

\_\_\_\_\_  
Lynn Waite, President

\_\_\_\_\_  
Nicole Rifkin, Vice President

\_\_\_\_\_  
Date

BOARD OF EDUCATION  
BY:

\_\_\_\_\_  
Dr. Donna Marino, President

\_\_\_\_\_  
Ruth Kroner, Secretary

\_\_\_\_\_  
Date

## APPENDIX A

### NEW HIRE/INTERNAL CATEGORY CHANGE - STARTING RATE OF PAY (Inclusive of Board-paid IMRF)

Category	2020-2021, 2021-2022, 2022-2023, 2023-2024
Teacher Assistants	\$14.50 / hour
Building Nurse - LPN	\$23.50 / hour
Building Nurse - RN	\$24.73 / hour
Technology Specialist - Liaison	\$16.00 / hour
Technology Specialist	\$20.00 / hour
Secretary 1	\$15.00 / hour
Secretary 2	\$18.43 / hour
Secretary 3	\$20.68 / hour
Sign Language Interpreter: Interim Approval	\$33,562.50 annually
Sign Language Interpreter: All Others	\$37,590.00 annually

## APPENDIX B

### SIGN LANGUAGE INTERPRETER ADDITIONAL COMPENSATION SCHEDULE

Category	Differential/Stipend
Non-Educational Interpreting - Intermediate License Required*	\$5.50 / hour (rounded to nearest 15 min. increment)
Non-Educational Interpreting - Advanced/NIC License Required*	\$7.00 / hour (rounded to nearest 15 min. increment)
Extracurricular Interpreting - Before School	\$35.00 per hour (rounded to nearest 15 min. increment) with no minimum payment
Extracurricular Interpreting - After School/Weekend/Holiday	\$35.00 per hour (rounded to nearest 15 min. increment) with 2 hour minimum payment; 1 hour minimum payment if cancelled with less than 24 hours' notice; and no payment if cancelled with more than 24 hours' notice

*\*Applies to those first hired as a sign language interpreter for the 2021-2022 school year or later*

**APPENDIX C  
EVALUATION FORMS**

**COMMUNITY UNIT SCHOOL DISTRICT 308  
TEACHER ASSISTANT PERFORMANCE EVALUATION**

Employee:

Date of employment:

Building:

Job Title:

Reason for Evaluation: ☐ *Annual*

☐ *End of probationary period*

☐ *Other*

**Ratings: (E) = Exceeds Expectations**

**(M) = Meets Expectations**

**(N) = Needs Improvement**

**(U) = Unsatisfactory**

**SKILLS:**

**COMMENTS:**

<b>I. ATTENDANCE</b> <b>Is punctual</b>  <b>Maintains acceptable attendance record</b>  <b>Observes time requirements of job</b>  <b>Other</b>	
<b>II. ATTITUDE</b> <b>Is dependable and reliable</b>  <b>Accepts suggestions</b>  <b>Is willing to learn new techniques</b>  <b>Communicates appropriately with others</b> <b>Upholds District policy</b>  <b>Is cooperative; works well with supervisor and others</b> <b>Maintains professional relationship with parents, students, and staff</b> <b>Demonstrates tactfulness with public</b>  <b>Maintains confidentiality</b>  <b>Other</b>	

<p><b>III. INITIATIVE</b></p> <p><b>Uses time effectively and efficiently</b></p> <p><b>Dresses appropriately for position</b></p> <p><b>Assists others willingly</b></p> <p><b>Works independently</b></p> <p><b>Seeks clarification or assistance as needed</b></p> <p><b>Reacts appropriately to emergencies</b></p> <p><b>Other</b></p>	
<p><b>IV. JOB SKILLS: Teacher Assistants</b></p> <p><b>Produces quality work</b></p> <p><b>Attends to students' needs</b></p> <p><b>Recognizes individual learning styles</b></p> <p><b>Reports findings to classroom teacher</b></p> <p><b>Manages student behavior effectively</b></p> <p><b>Is familiar with classroom technology</b></p> <p><b>Follows directions</b></p>	
<p><b>V. SUPERVISOR'S COMMENTS:</b></p>	

**VI. EMPLOYEE COMMENTS:**

**VII. GOALS FOR IMPROVEMENT:**

**VIII. EMPLOYMENT RECOMMENDATION:**

☐ Reemployment      ☐ Remediation      ☐ Termination (probationary Employee only)

**Employee acknowledgement:**

I have reviewed this document and discussed the contents with my supervisor. My signature signifies that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation.

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\_\_\_\_\_  
Employee signature / date

\_\_\_\_\_  
\_\_\_\_\_  
Supervisor signature / date

**COMMUNITY UNIT SCHOOL DISTRICT 308  
BUILDING NURSE PERFORMANCE EVALUATION**

Employee:

Date of employment:

Building:

Job Title:

Reason for Evaluation: ☐ *Annual*

☐ *End of probationary period*

☐ *Other*

**Ratings: (E) = Exceeds Expectations**

**(M) = Meets Expectations**

**(N) = Needs Improvement**

**(U) = Unsatisfactory**

**SKILLS:**

**COMMENTS:**

<b>I. ATTENDANCE</b> <b>Is punctual</b>  <b>Maintains acceptable attendance record</b> <b>Observes time requirements of job</b>  <b>Other</b>	
<b>II. ATTITUDE</b> <b>Is dependable and reliable</b>  <b>Accepts suggestions</b>  <b>Is willing to learn new techniques</b>  <b>Communicates appropriately with others</b> <b>Upholds District policy</b>  <b>Is cooperative; works well with supervisor and others</b> <b>Maintains professional relationship with parents, students, and staff</b>  <b>Demonstrates tactfulness with public</b>  <b>Maintains confidentiality</b>  <b>Other</b>	



<p><b>III. INITIATIVE</b></p> <p><b>Uses time effectively and efficiently</b></p> <p><b>Dresses appropriately for position</b></p> <p><b>Assists others willingly</b></p> <p><b>Works independently</b></p> <p><b>Seeks clarification or assistance as needed</b></p> <p><b>Reacts appropriately to emergencies</b></p> <p><b>Other</b></p>	
<p><b>IV. JOB SKILLS: Building Nurse</b></p> <p><b>Follows I.D.P.H. rules and regulations for infectious disease and medication administration</b></p> <p><b>Adheres to the guidelines of the Illinois Nurse Practice Act and the American Nurses' Association Code of Ethics using prudent nursing judgment</b></p> <p><b>Evaluates and maintains accurate and confidential records in accordance with Illinois State Code and District protocols, including timely entry of student information into the computer database</b></p> <p><b>Maintains current CPR/AED certification</b></p> <p><b>Responds appropriately in emergency situations</b></p> <p><b>Acts as a health resources for students, parents and staff</b></p> <p><b>Trains staff on District &amp; state mandated protocols</b></p> <p><b>Assists with planning, scheduling and coverage for the District's student health- related programs (ex. vision and hearing screenings, dental hygiene awareness and puberty education)</b></p> <p><b>Is an active member of building assistance teams (ex. PPST, SAT)</b></p> <p><b>Completes &amp; forwards accident/incident reports for students &amp; staff in a timely manner</b></p>	

<p><b>Cooperates with designated staff to promote student attendance</b>  <b>Administers medication within District guidelines</b>  <b>Maintains a professional nurse's office</b></p>	
<p><b>V. SUPERVISOR'S COMMENTS:</b></p>	
<p><b>VIII. EMPLOYEE COMMENTS:</b></p>	
<p><b>IX. GOALS FOR IMPROVEMENT:</b></p>	

## VIII. EMPLOYMENT RECOMMENDATION:

☐ Reemployment      ☐ Remediation      ☐ Termination (probationary Employee only)

### **Employee acknowledgement:**

I have reviewed this document and discussed the contents with my supervisor. My signature signifies that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation.

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<b>____ Employee signature / date</b>	<b>____ Supervisor signature / date</b>
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**COMMUNITY UNIT SCHOOL DISTRICT 308  
OFFICE SUPPORT STAFF PERFORMANCE EVALUATION**

Employee:

Date of employment:

Building:

Job Title:

Reason for Evaluation: ☐ *Annual*

☐ *End of probationary period*

☐ *Other*

**Ratings: (E) = Exceeds Expectations**

**(M) = Meets Expectations**

**(N) = Needs Improvement**

**(U) = Unsatisfactory**

<b>SKILLS:</b>	<b>COMMENTS:</b>
<b>I. ATTENDANCE</b> <b>Is punctual</b>  <b>Maintains acceptable attendance record</b> <b>Observes time requirements of job</b>  <b>Other</b>	
<b>II. ATTITUDE</b> <b>Is dependable and reliable</b>  <b>Accepts suggestions</b>  <b>Is willing to learn new techniques</b>  <b>Communicates appropriately with others</b> <b>Upholds District policy</b>  <b>Is cooperative; works well with supervisor and others</b> <b>Maintains professional relationship with parents, students, and staff</b> <b>Demonstrates tactfulness with public</b>  <b>Maintains confidentiality</b>  <b>Other</b>	



**VI. EMPLOYEE COMMENTS:**

**VII. GOALS FOR IMPROVEMENT:**

**VIII. EMPLOYMENT RECOMMENDATION:**

☐ Reemployment      ☐ Remediation      ☐ Termination (probationary Employee only)

**Employee acknowledgement:**

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**Employee signature / date**

\_\_\_\_\_  
**Supervisor signature / date**

**COMMUNITY UNIT SCHOOL DISTRICT 308  
TECHNOLOGY SPECIALIST PERFORMANCE EVALUATION**

Employee:

Date of employment:

Building:

Job Title:

Reason for Evaluation: ☐ *Annual*

☐ *End of probationary period*

☐ *Other*

**Ratings: (E) = Exceeds Expectations**

**(M) = Meets Expectations**

**(N) = Needs Improvement**

**(U) = Unsatisfactory**

<b>SKILLS:</b>	<b>COMMENTS:</b>
<b>I. ATTENDANCE</b> <b>Is punctual</b>  <b>Maintains acceptable attendance record</b>  <b>Observes time requirements of the job</b>  <b>Other</b>	
<b>II. SAFE AND POSITIVE WORKPLACE ENVIRONMENT</b> <b>Contributes to a safe physical, intellectual, and emotional workplace setting</b> <b>Anticipates and takes steps to minimize or resolve conflicts</b> <b>Respects diversity among fellow employees</b> <b>Accepts suggestions</b>  <b>Upholds District policy</b>  <b>Other</b>	
<b>III. COMMUNICATION AND COLLABORATION</b> <b>Is dependable and reliable</b>  <b>Maintains professional relationship with parents, students, and staff</b> <b>Is cooperative; works well with supervisor and others</b>	

	<p><b>Provides accurate and timely information to coworkers</b></p> <p><b>Communicates in an appropriate and professional manner</b></p> <p><b>Works well with other members of the department to form an effective team</b></p> <p><b>Demonstrates tactfulness with public</b></p> <p><b>Maintains confidentiality</b></p> <p><b>Other</b></p>	
IV.	<p><b>INITIATIVE AND PROFESSIONALISM</b></p> <p><b>Uses time effectively and efficiently</b></p> <p><b>Assists others willingly</b></p> <p><b>Works independently</b></p> <p><b>Seeks clarification or assistance as needed</b></p> <p><b>Is willing to learn new techniques</b></p> <p><b>Reacts appropriately to emergencies</b></p> <p><b>Demonstrates understanding of assigned duties, responds positively to directions, and uses the District resources appropriately</b></p> <p><b>Other</b></p>	
V.	<p><b>JOB SKILLS</b></p> <p><b>Demonstrates knowledge and skills relating to assigned duties and responsibilities</b></p> <p><b>Provides quality work products with established timelines</b></p> <p><b>Maintains computer hardware and software in labs and classrooms</b></p> <p><b>Completes certifications</b></p>	



**V. SUPERVISOR'S COMMENTS:**

**VIII. EMPLOYEE COMMENTS:**

**IX. GOALS FOR IMPROVEMENT:**

### **VIII. EMPLOYMENT RECOMMENDATION:**

☐ Reemployment      ☐ Remediation      ☐ Termination (probationary Employee only)

#### **Employee acknowledgement:**

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\_\_\_\_\_**Employee signature / date**

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**Supervisor signature / date**