

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
OAK PARK ELEMENTARY SCHOOL DISTRICT 97

and

THE OAK PARK EDUCATIONAL SUPPORT
PROFESSIONALS ASSOCIATION

IEA-NEA

2023-2024 through 2026-2027

Table of Contents

ARTICLE I – RECOGNITION	3
ARTICLE II - FRAMEWORK FOR COLLECTIVE BARGAINING	4
2.1 AGREEMENT TO BARGAIN	4
2.2 DISTRIBUTING OF CONTRACT	4
2.3 CONTRACTUAL AMENDMENTS	4
ARTICLE III - EMPLOYEE RIGHTS	5
3.1 RIGHT TO ORGANIZE AND PARTICIPATE	5
3.2 RIGHTS OF CITIZENSHIP	5
3.3 NON DISCRIMINATION	5
3.4 PERSONNEL FILES	5
3.5 DUES DEDUCTIONS	6
ARTICLE IV-ASSOCIATION RIGHTS	7
4.1 NEWLY HIRED EMPLOYEES	7
4.2 CHANGING EXISTING BOARD POLICY	7
4.3 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT	7
4.4 DISTRICT INTER-SCHOOL MAIL	7
4.5 RELEASE TIME FOR ASSOCIATION BUSINESS	7
ARTICLE V - MANAGEMENT RIGHTS CLAUSE	8
ARTICLE VI - WORKING CONDITIONS	9
6.1 PROBATIONARY EMPLOYEE	9
6.2 WORK DAY	9
6.3 WORK YEAR, HOLIDAYS AND VACATION DAYS	10
6.4 DISPENSING OF MEDICINE AND RELATED SERVICES	12
6.5 SCHOOL SECURITY	12
6.6 INDEMNIFICATION	12
6.7 LUNCH TIME AND OTHER EXTRA DUTIES	12
6.8 COMPENSATION/TEMPORARY DUTIES	13
6.9 EMERGENCY CLOSING	13
6.10 QUALIFICATIONS FOR TECHNOLOGY SPECIALISTS	13
6.11 JOB DESCRIPTION	14
6.12 SUBSTITUTING OPPORTUNITY FOR MEDIA ASSISTANTS	14
ARTICLE VII - EMPLOYEE EVALUATIONS	15
7.1 EVALUATION	15
7.2 EMPLOYEE EVALUATION	15
ARTICLE VIII - LEAVES	16
8.1 SICK LEAVE	16
8.2 ATTENDANCE INCENTIVE	17
8.3 PERSONAL LEAVE	17
8.4 PROFESSIONAL LEAVE	17
8.5 LEAVE WITHOUT PAY	17
8.6 MATERNITY/CHILD REARING LEAVE	17
8.7 DEATH IN IMMEDIATE FAMILY	18

8.8	FAMILY AND MEDICAL LEAVE ACT LEAVE	18
8.9	RELIGIOUS LEAVE	18
ARTICLE IX - SICK BANK		19
ARTICLE X-SALARY AND OTHER COMPENSATION		21
10.1	SALARIES	21
10.2	RETIRED EMPLOYEE RE-EMPLOYMENT	21
10.3	SERVICE STIPEND	21
10.4	EMPLOYEE TRAVEL REIMBURSEMENT	22
10.5	PAYROLL PRACTICES AND PROCEDURES	22
10.6	CELL PHONE	22
ARTICLE XI - INSURANCE FRINGE BENEFIT		23
11.1	LIFE INSURANCE	23
11.2	HEALTH INSURANCE FRINGE BENEFIT	23
11.3	DENTAL INSURANCE	23
11.4	FLEXIBLE SPENDING PLAN	23
ARTICLE XII – POST-RETIREMENT BENEFITS		25
ARTICLE XIII – RESIGNATION, REDUCTION IN FORCE, DISCIPLINE AND DISMISSAL		26
13.1	RESIGNATION	26
13.2	REDUCTION IN FORCE	26
13.3	WORKING CONDITION	27
13.4	DISCIPLINE	27
13.5	DISMISSAL	27
ARTICLE XIV - ORIENTATION, MENTORING AND TRAINING		29
14.1	ORIENTATION	29
14.2	MENTORING	29
14.3	TRAINING	29
B.	LIFE LONG LEARNING	30
C.	CROSS TRAINING	30
ARTICLE XV-VACANCIES, TRANSFERS, AND PROMOTIONS		31
15.1	DEFINITION OF VACANCIES	31
15.2	POSTING OF VACANCIES	31
15.3	APPLICATIONS FOR POSITIONS	31
15.4	NOTIFICATION TO APPLICANTS	31
ARTICLE XVI - GRIEVANCE PROCEDURE		32
16.1	DEFINITIONS	32
16.2	PROCEDURES	32
16.3	REPRESENTATION	33
16.4	CONFIDENTIALITY OF GRIEVANCE PROCEEDINGS	33
ARTICLE XVII - NO STRIKE		34
17.1	STRIKE	34
ARTICLE XVIII - DURATION		35

ARTICLE I – RECOGNITION

The Board of Education of Oak Park Elementary School District 97, Cook County, Oak Park, Illinois hereinafter referred to as the "Board," recognizes the Oak Park Educational Support Professionals Association, IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all District #97 secretaries, technology specialists, media assistants/clerks, receptionists, administrative assistants (except those excluded below), and the positions of payroll specialist, benefits coordinator, accounts payable/purchasing specialist, and registrar, hereinafter referred to as "employees," with respect to the employees' wages, hours and other terms and conditions of employment.

Excluded from this bargaining unit are all supervisors, managers, confidential and short term employees as defined by the Illinois Educational Labor Relations Act, including the executive assistant to the Superintendent, the secretary to the Board of Education, the administrative assistant to the Director of Human Resources, and the Administrative Assistants to Administration at Brooks Middle School and Julian Middle School.

The position, title, and level of compensation will be identified in each employee's job description.

Provision will be made for the addition of new positions and/or levels of compensation to fit the organizational needs of District 97. If the job description for a new District 97 position lists responsibilities that a bargaining unit member normally performs, the Association will be notified and given the opportunity to negotiate the impact of the new position.

With regard to negotiable items, the Board agrees not to negotiate or consult with any other employees' organization, individual employee, or group of employees as defined above, unless otherwise provided for in this Agreement or mutually agreed to by the parties during the term of this Agreement.

ARTICLE II - FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 AGREEMENT TO BARGAIN

The parties shall bargain for a successor agreement on a mutually acceptable date and shall bargain as per the Illinois Educational Labor Relations Act and its rules and regulations.

2.2 DISTRIBUTING OF CONTRACT

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be presented by the Employer to each bargaining unit member now employed, and hereafter employed. In addition, the employer shall provide the Association an electronic copy of the signed agreement.

2.3 CONTRACTUAL AMENDMENTS

The parties may modify or amend this Agreement by mutual consent. Such changes shall be reduced to writing, ratified, and signed by the parties and become an amendment to this contract.

ARTICLE III - EMPLOYEE RIGHTS

3.1 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 activities, individually or in concert for the purpose of establishing, maintaining, protecting or improving conditions of service and the quality of the educational environment.

3.2 RIGHTS OF CITIZENSHIP

The employee shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline with respect to employment. The private and personal life of any employee is not within the appropriate concern or attention of the employer, unless the employee's actions directly affect or impair his/her/their job performance or interferes with other employee's job performance.

3.3 NON DISCRIMINATION

The employer shall not discriminate for reason of race, creed, religion, color, marital status, age, sex or national origin, disability or sexual orientation against an employee or applicant.

3.4 PERSONNEL FILES

1. Employees will be provided access to their personnel files as provided by law.
2. The employee's signature will be sought on disciplinary documentation that will be filed in his/her/their personnel file. A signature verifies that the employee has read the document. It may or may not indicate agreement. If the employee disagrees with comments she/he/they may submit a written response.
3. Should an employee refuse to sign the document, that refusal will be noted and the document will then be included in the employee's personnel file.
4. No disciplinary documentation shall be placed in an employee's personnel file until the employee has received notice that the documentation will be so filed.
5. Means of providing notice that a document will be placed in the file are as follows:
 - a. Hand-delivered or;
 - b. Emailing the documentation to the employee, with information that the same will be placed in his/her/their personnel file. This option is not available if the employee's District 97 email has been disabled or;
 - c. Placing the disciplinary documentation in certified mail addressed to the employee, using the address on file in the H.R. Office, with information that the same will be placed in his/her personnel file.
6. An employee may respond in writing to any document placed in his/her/their personnel file. That response will be included in the personnel file.

3.5 DUES DEDUCTIONS

- A. Dues deductions shall be paid to the Association by the Board no later than ten (10) days following deduction.
- B. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- C. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the Employer's compliance with this Article.
 - 1. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- D. The Board shall deduct from each Employee's pay the current dues and fees of the Association, provided that the Board has an employee-executed authorization for dues deduction, the amount of which shall annually be certified in writing by the Association. The authorization form shall be furnished by the Association. The authorization shall state that it remains in effect from year to year, except that the employee may revoke it in writing at any time. Upon receipt of any revocation, the Board shall notify the Association in writing of same.

ARTICLE IV-ASSOCIATION RIGHTS

4.1 NEWLY HIRED EMPLOYEES

Names and addresses of newly hired employees shall be provided to the Association within five (5) working days of the date of hire.

4.2 CHANGING EXISTING BOARD POLICY

Before the Board changes any existing policies or procedures which affect the employee's wages, hours, or other terms and conditions of employment, they shall notify the Association of any change in existing policy or procedure which affects the wages, hours, or other terms and conditions of employment and provide an opportunity for a meeting between a representative of the Board and the Association to take place within ten (10) days.

4.3 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The employer will allow the Association to use district facilities for committee, general or building employee meetings, outside of school attendance hours. In addition, the Association shall have the right to use equipment free of charge but material and service will be charged on a cost basis.

4.4 DISTRICT INTER-SCHOOL MAIL

The Association may use the district's inter-school mail services for distribution purposes, unless prohibited by law.

4.5 RELEASE TIME FOR ASSOCIATION BUSINESS

The Association President and/or his/her/their representative shall be released upon application to the Superintendent for not more than five (5) days per fiscal year for his/her/their duties as Association President and/or to attend local, state, or national conferences. Additional days may be granted upon request provided such release time will further the cause of the district's mission.

ARTICLE V - MANAGEMENT RIGHTS CLAUSE

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- (1) full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;
- (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by the employees;
- (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees;
- (5) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees, and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

There shall be no change in working conditions covered by this Agreement without prior negotiation with the Association, provided that after such negotiation, the Board may take action as it deems advisable and the Association, if such action constitutes a breach of this Agreement, may file a grievance charging violation of this Agreement and/or take legal action.

ARTICLE VI - WORKING CONDITIONS

6.1 PROBATIONARY EMPLOYEE

The probationary period is ninety (90) working days from the date of hire or new assignment. Dismissal during the probationary period will be at the discretion of the Superintendent or an Administrator designated by the Superintendent.

6.2 WORK DAY

A. FULL-YEAR EMPLOYEES

The standard work day shall be seven and one-half (7 1/2) hours per day, exclusive of lunch, and thirty seven and one-half (37 1/2) hours per week during the school year. The day shall include two (2) paid fifteen (15) minute breaks and a duty free lunch break of one (1) hour.

During the summer months the standard work day from Monday-Thursday shall be seven and one-half (7 1/2) hours per day, exclusive of lunch and four (4) hours on Friday and thirty-four (34) hours per week. Monday-Thursday the day shall include two (2) paid fifteen minute breaks and a duty-free lunch break of one (1) hour. On Friday, the day shall include one (1) paid fifteen (15) minute break. There will be one (1) full week of standard work hours following the last day of school before summer hours commence. Summer hours will end two (2) full weeks prior to the beginning of school.

Employees who take paid leave (sick, personal, and/or vacation) on a Friday during summer hours shall be charged one-half day.

B. ELEVEN MONTH EMPLOYEES (Administrative Assistants)

The workday for Administrative Assistants is flexible. The standard workweek shall be forty hours, exclusive of a one (1) hour unpaid duty-free lunch. The day shall include two (2) paid fifteen (15) minute breaks. Administrative Assistants are expected to manage their work schedules so that typically overtime after forty (40) hours will not be required.

C. SCHOOL YEAR EMPLOYEES (10 Month Employees)

1. 10 Month Administrative Assistants and School Receptionists

The standard workday, exclusive of lunch, shall be seven and one half (7 1/2) hours. The day shall include two (2) paid fifteen (15) minute breaks and a duty free lunch break of one (1) hour.

2. Full-time Media Assistants

The standard work day shall be six (6) hours in length including one (1) paid fifteen minute break. A one (1) hour duty-free lunch break is not included in the six (6) hours of scheduled work time.

D. PART-TIME MEDIA ASSISTANTS

The standard work week shall be 15 hours a week, only when students are in attendance. Part-time Media Assistants are expected to manage their work schedules so that typically overtime after fifteen (15) hours will not be required.

In the event that the work week is three days or less, media assistants will work up to four hours per day.

E. OVERTIME

1. REGULAR OVERTIME

All work over and above a full-time employee's standard work day shall be paid at the rate of one and one-half (1 1/2) times the employee's normal rate of pay. Part-time employees will be eligible for overtime pay once they have worked the equivalent of a full-time standard workday for their job classification.

2. COMPENSATORY TIME IN LIEU OF OVERTIME PAY

In lieu of overtime pay, the employee may choose to take compensatory release time at a rate of one and one half (1 1/2) hours for each hour worked beyond the standard work day. In such cases, the employee and the employee's supervisor will determine a mutually agreeable time for the compensatory time to be taken prior to its use. Earned compensatory time must be taken within the fiscal year in which it is earned or it shall be paid as overtime.

3. HOLIDAY OVERTIME

All work on holidays when school is not in session will be paid at one and one-half (1 1/2) times the employee's normal rate of pay.

4. OVERTIME APPROVAL

The employee must have the supervisor's approval prior to performing any overtime work. Such approval shall include the date(s) and hours to be worked and for which pay will be provided. The employee must submit the request for pay for the approved overtime to his/her supervisor by the next payroll cycle.

5. SPECIAL PROJECTS

Work on special projects that does not generally fall within any specific employee's regular assignment will be offered to employees on a seniority basis.

6.3 WORK YEAR, HOLIDAYS AND VACATION DAYS

A. WORK YEAR

The work year shall be defined as follows:

1. Full Year Employees have a work year of 12 months (260 days). Full year employees are the Payroll Specialist, District Office Administrative Assistants, Registrar, Benefits Coordinator, Accounts Payable-Purchasing Specialist, and Technology Specialists. The work year shall start on July 1 and end on the subsequent June 30 and includes fifteen (15) paid holidays.

The year shall consist of 1950 hours, which includes paid holidays and vacation days. If the number of hours exceeds 1950 hours in the year, the additional hours will be designated as a floating holiday, which will be applied during the winter break.

2. 11 Month Employees have a work year of 230 days, which encompasses 216 work plus fourteen (14) paid holidays. The 11 Month Employees work year shall start on August 1.

School Year Employees (10 Months) have a work year of 214 days, which encompasses 200 work days plus fourteen (14) paid holidays. The 10 Month Employees work year shall start ten (10) work days prior to the start of the teacher school year. However, by mutual agreement between the principal and the employee, these start dates may follow a different schedule. All student attendance days and teacher institute days shall be work days for 11 Month and School Year (10) Month Employees.

Work year exceptions within the School Year Employees category exists for Full Time and Part Time Media Assistants have a work year of 194 days, which encompasses 180 work days), plus fourteen (14) paid holidays.

3. Employees hired after the start of their work year will have their annual hours pro-rated (work days and holidays) to reflect actual remaining contract days.

Employees who are not typically scheduled for 12 months and who agree to work extra days will be compensated at their regular daily/hourly rate for all additional work, as needed. Additional work, other than the employee's regular assignment, will be offered to employees on a seniority basis.

B. HOLIDAYS

1. The Board will provide for 14 paid holidays for 10-month and 11-month staff and 15 paid holidays for 12-month staff. Holidays are days for which employees will be paid their regular rate of pay, and will, under most circumstances, not be required to work which include the following eleven holidays:
 - Independence Day (12-month staff only)
 - New Year's Eve Day
 - Labor Day
 - New Year's Day
 - Martin Luther King Day
 - Lincoln's Birthday or Presidents' Day (*whichever is designated on the school calendar*)
 - Thanksgiving Day
 - Thanksgiving Friday
 - Memorial Day
 - Christmas Eve Day
 - Christmas Day

Annually, prior to June 1st, the Superintendent or designee will meet with OPESP leadership to determine the placement of the remaining paid holidays for the upcoming fiscal year. Once determined, the schedule of paid holidays will be communicated to bargaining unit members.

C. VACATION

Vacation days are provided for Full Year twelve (12) month employees and are those days the employee uses for vacation while receiving his/her regular daily pay. Vacation days earned in one year are available for use beginning July 1st of the next year of employment. The vacation schedule for full-year employees shall be as follows:

12 month employees in their first year of service will receive 3 workdays of vacation following completion of their probationary period. They will earn 3 additional workdays of vacation after completing 6 months of service and 4 additional workdays of vacation after completing 9 months of service.

After completion of 1 - 4 fiscal years' service	Ten (10) work days
After completion of 5 - 9 fiscal years' service	Fifteen (15) work days
After completion of 10 or more fiscal years' service	Twenty (20) work days

Employees hired between July 1 and 90 working days prior to June 30 of any fiscal year shall receive credit for completion of the full year for calculating vacation credit. 10 and 11 month employees with more than two (2) years of employment in a bargaining unit position who transfer into a 12 month position will be treated as if they have completed 1 fiscal years of service for the purpose of vacation accrual.

Vacation time off earned in one (1) fiscal year shall be used by the end of the following fiscal year or the employee shall lose it, unless the Supervisor agrees otherwise. During the term of service, vacation days may be used within the year earned with the approval of the immediate supervisor; but should the employee not complete a full year of service, a per diem deduction shall be made for days taken as vacation under this provision.

6.4 DISPENSING OF MEDICINE AND RELATED SERVICES

Bargaining unit members will not be required to dispense medication to students. Administrative Assistants will be given instructions from the District, which will define emergencies and identify proper procedures to follow in the event of an emergency when a nurse or administrator is not available. The Board shall provide adequate insurance for employees to protect the employee against personal liability or lawsuit resulting from any performance or actions taken by the employee within the scope of employment.

6.5 SCHOOL SECURITY

The Association wishes to work cooperatively with all other employee groups to provide for a secure building and for the safety of the students and staff, however, School Administrative Assistants alone will not be required to assume the burden of any proposed security measures. The Association will be willing to serve on any committee where such proposals are submitted and evaluated.

6.6 INDEMNIFICATION

The Board of Education agrees to indemnify any member of the bargaining unit against any loss or liability resulting from a member of the bargaining unit's actions in the scope of employment or in complying with any order, directive or policy of the Board of Education. The indemnification shall extend to civil rights, damages claims and suits, constitutional rights claims and suits and death and bodily injury and property damage suits, including defense thereof.

6.7 LUNCH TIME AND OTHER EXTRA DUTIES

Employees who accept lunchtime assignments in lieu of taking lunch or who accept other extra duty assignments not related to or assigned within their regular work will be paid at the applicable stipend or hourly compensation rate in the OPTA Collective Bargaining Agreement or the employee's regular hourly rate, whichever is greater.

6.8 COMPENSATION/TEMPORARY DUTIES

Except as provided in Section 6.3 A.3. if an employee takes over the duties of another employee in a higher- paid job classification (whether inside or outside of the bargaining unit), for more than twenty (20) consecutive days the employee assuming such duty shall be paid at the salary of the higher classification for the times/he assumes such duties beginning with day twenty-one (21) of the assignment.

6.9 EMERGENCY CLOSING

In the event of unusual district closing due to unforeseen circumstance, the employees will be notified of the closing. If the administration decides that it is necessary to have selected staff work when the district office is closed for an emergency situation, employees requested to work on such a day will be paid for the time worked at their regular hourly rate for the number of hours worked, in addition to their regular day's pay. In the event of a district closing, no attendance will be recorded and the day will not be charged against an employee's personal sick leave, vacation, or personal leave time. In case of closing an individual building during the working day, all employees will be expected to work. If the building administrator deems it necessary to release employees due to reason of health or safety, release will be without loss of pay.

6.10 QUALIFICATIONS FOR TECHNOLOGY SPECIALISTS

As a condition of employment, all Technology Specialists 1 must be able to carry out the duties described in the job description and be certified in

- CompTIA A+ or CompTIA Network+, or
- Apple Certified Support Professional (ACSP) or certification deemed equivalent by the Senior Director of Technology

no later than the end of the Technology Specialist's probationary period. The failure to obtain these certifications shall subject the employee to dismissal. Certifications shall be properly maintained by the District in each Technology Specialist's personnel file.

As condition of employment, all Technology Specialists 2 must be able to carry out the duties described in the job description and be certified in 3 of the following, but cannot be a repeat of any of the qualifications used for level 1:

- Cisco
 - CCENT (Cisco Certified Entry Networking Technician) - 1 exam - half of CCNA
 - CCT (Cisco Certified Technician) 1 exam
- Microsoft
 - MTA - Microsoft Technology Associate (1 exam)
 - MCSA - Microsoft Certified Solutions Associate (3 exams)
 - (Fulfills 2 of the 3 certification requirements for Technology Specialist 2)
- CompTia
 - A+ (2 exams)
 - Network+ (1 exam)
 - Linux+ (2 exams, A+ & Network + prerequisite recommended)
 - Security+ (1 exam, network+ prerequisite recommended)
 - Server+ (1 exam, A+ prerequisite recommended)
 - Project+ (1 exam)
 - CYSA+ (Cybersecurity Analyst) - 1 exam, Network + Security+ prerequisite recommended)
 - CTT+ (Certified Technical Trainer) - 2 exams (one is a video of staff presenting)
- Apple
 - Apple Certified Macintosh Technician (ACMT) - 1 exam - annual renewal required

Or certification deemed equivalent by the Senior Director of Technology
And

- CompTIA A+ or CompTIA Network+, or
- Apple Certified Support Professional (ACSP)

no later than the end of the Technology Specialist's probationary period. The failure to obtain these certifications shall subject the employee to dismissal or reassignment to Technology Specialist 1. Certifications shall be properly maintained by the District in each Technology Specialist's personnel file.

The Board shall not require more than one additional certification, beyond those listed above, during each year of the agreement. In the event the Board of Education requires school year Technology Specialists to obtain such additional certifications, the Association and the Board shall negotiate the impact of any such new certification requirement.

6.11 JOB DESCRIPTION

The Board and the Association shall convene a joint committee to review job descriptions.

Process

Prior to the completion of a job description, the Administration shall meet with employees in the affected job classification or department/division, on both an individual and group basis, as applicable. The meeting shall be for the purpose of receiving input into the development of a description for the employee's job classification.

Changes to Job Duties/ Job Descriptions

Prior to making a change to an established job description, the Administration shall notify the OPESP and a joint committee shall meet with the employee(s) in the affected job classification, on an individual and group basis, as applicable, to receive input concerning the proposed change. The Administration and employee(s) may discuss such issues, for example, as work load distribution, the current skill levels of the affected employee(s) and whether additional job training is required.

The Board and the Administration reserve the right, pursuant to Article V of this Agreement, to make final decisions concerning job descriptions, work assignments and job training.

6.12 SUBSTITUTING OPPORTUNITY FOR MEDIA ASSISTANTS

At the principal's discretion, a Media Assistant who is properly certified as a substitute teacher, will be provided the opportunity to substitute for an absent Media Specialist in the Media Assistant's home school for absences of five (5) or fewer consecutive days. At the principal's discretion, a Teacher Assistant substitute may be hired to fill the Media Assistant's position during this time. A Media Assistant who accepts a substituting position will be paid the daily rate for a certified substitute instead of the Media Assistant's regular daily pay. All pay received for substituting in a position requiring certification will be reportable to TRS and subject to all applicable employee TRS and THIS contributions.

ARTICLE VII - EMPLOYEE EVALUATIONS

7.1 EVALUATION

The District and the Association agree that a meaningful and effective evaluation process is based on the principles of mutual respect, shared accountability, and continuous improvement. The District and the Association agree that these principles will be advanced by evaluations that are conducted in a manner that fosters open and candid communication, recognition of all factors that affect performance, and a mutual commitment to assist all employees to meet and exceed performance expectations.

- A. The District 97 Employee Performance Appraisal form is used for the evaluation of Tech Specialists, Administrative Assistants, Media Assistants, Receptionists and the positions of Payroll Specialist, Accounts Payable/Purchasing Specialist, Benefits Coordinator and Registrar.
- B. The evaluation form, instrument, process, goals and expectations will be reviewed annually by September 30th with each employee (or, in the case of employees hired after September 30th within twenty (20) working days of the employee's date or hire).
- C. Non-probationary employees shall be evaluated by their supervisors at least every two (2) years. Such evaluations of employees shall be completed by the end of the employees' work year.
- D. At the completion of the evaluation process, the employee will sign the instrument indicating receipt of the same. A signature may or may not indicate agreement. If the employee disagrees with the comments or ratings s/he may submit a written response within thirty (30) calendar days of the completion of the evaluation. The notice of this paragraph 7.1 D shall be included on the evaluation instrument.

7.2 EMPLOYEE EVALUATION

The Board and the Association shall convene a joint committee to review the evaluation plan and evaluation instruments.

Changes to Evaluation Plan/Evaluation Instruments

Prior to making a change to an established evaluation plan or evaluation instrument, the Administration shall both notify the OPESP and a joint committee shall meet to receive input concerning the proposed change(s).

The Board and the Administration reserve the right, pursuant to Article V of this Agreement, to make final decisions concerning evaluation plan/instruments.

ARTICLE VIII - LEAVES

8.1 SICK LEAVE

- A. Full year employees shall be credited with fourteen (14) days of sick leave at the beginning of each school year. The unused portion of sick leave may be accumulated from year to year up to two hundred forty (240) days.
- B. School Year (10) month employees, shall be credited with twelve (12) days of sick leave at the beginning of each school year. The unused portion of sick leave may be accumulated from year to year up to two hundred forty (240) days.
- C. Eleven (11) month employees shall be credited with thirteen (13) days of sick leave at the beginning of each fiscal year. The unused portion of sick leave may be accumulated from year to year up to two hundred forty (240) days.
- D. Media Assistants shall be credited with ten (10) days of sick leave at the beginning of each fiscal year. The unused portion of sick leave may be accumulated from year to year up to two hundred forty (240) days. The sick leave days of part-time media assistants shall be valued at three (3) hours each. In the event a part-time media assistant accepts a full-time position in the District, any accumulated unused sick leave days earned as a part-time employee shall be converted to the full-time equivalent of the new assignment (e.g., if a part-time media assistant accepts a full-time media assistant position, (10) days of accumulated unused sick leave valued at three (3) hours each shall be converted to five (5) days of accumulated unused sick leave valued at six (6) hours each.
- E. "Sick leave" shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, domestic partners and legal guardians.

The School Board may require a certificate from a physician licensed in Illinois, a mental health professional licensed in Illinois providing ongoing care or treatment to the teacher or employee, a chiropractic physician licensed under the Medical Practice Act of 1987, a licensed advanced practice registered nurse, a licensed physician assistant or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave or after absence of three (3) or more days for personal illness, including mental or behavioral health complications, or as it may deem necessary in other cases. Paid sick leave because of the birth of a child may be used absent medical certification for up to 30 working school days, which days may be used at any time within the 12-month period following the birth of the child. For paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care, the school board may require that the teacher or other employee to which this Section applies provide evidence that the formal adoption process or the formal foster care process is underway.

- F. Sick leave days accumulated while serving the District in a capacity other than as covered by this agreement shall be maintained as regularly accrued sick leave days under this agreement. (For example, if an employee worked as a teacher assistant in the District prior to being hired as a school Administrative Assistant and had accumulated 10 unused sick leave days as a teacher assistant, those accumulated sick leave days would be credited to the sick leave available for use by the employee after she/he transferred to the position of school Administrative Assistant.)

8.2 ATTENDANCE INCENTIVE

Those employees with one (1) or fewer days of sick leave absence from July 1 through January 1 shall be compensated \$150 for full-time, \$75 for part-time, no later than January 30. Those employees with one (1) or fewer days of sick leave absence from January 2 through June 30 shall be compensated \$150 for full-time, \$75 for part-time, no later than July 30. A newly hired employee not employed for the full six month period will not be eligible for this incentive in the first partial period.

An employee who is absent zero (0) through two (2) days of the previous year is entitled to a day of leave for her/his birthday. This day will not be charged to the employee's personal or sick leave.

8.3 PERSONAL LEAVE

Employees shall be permitted to use four (4) days of sick leave each year as days for personal leave. Unused personal days shall not accumulate from year to year.

8.4 PROFESSIONAL LEAVE

Leave to attend professional meetings may be granted by the immediate supervisor or the Superintendent for the purpose of improving the skills needed for the employee's job or to provide the employee with current information relating to their employment or for public service related to school district goals. The request to use this type of leave shall be in writing on the appropriate forms available in the personnel office.

Any employee requested by the immediate supervisor or the Superintendent to attend a workshop, seminar, or professional meeting shall be reimbursed for any expenses incurred in attending such meetings. An employee initiating the request may be reimbursed in full or in part, subject to the approval of the Superintendent for expenses incurred in attending professional meetings.

Professional leave is considered an excused absence and is not to be deducted from the personal leave, sick leave, or vacation allowance.

8.5 LEAVE WITHOUT PAY

An employee requiring leave without pay will discuss his/her/their situation with the immediate supervisor. With the immediate supervisor's approval, a request in writing indicating the term of leave is to be submitted for approval to the Director of Human Resources. Upon return from the approved leave, the employee shall be restored an equivalent job held prior to the leave. This leave shall be limited to a maximum of six (6) months.

8.6 MATERNITY/CHILD REARING LEAVE

The employer shall grant a maternity/child rearing leave of absence without pay to any employee who submits a written request for such leave. The effective date of this leave shall be established by the employee. This leave shall not be for more than six (6) months. This leave will be in addition to any sick leave time for which the employee may be eligible. Upon return from such leave, all accumulated benefits, rights of employment, and position held prior to the leave, shall be reinstated. The employee may terminate the leave early if a written notice is filed with the Director of Human Resources, thirty (30) days or more prior to the first day of returning to work.

It is also incumbent upon the Employee to confirm to the Director of Human Resources in writing of his/her/their intent to return to work at least thirty (30) days prior to the established date of return to employment. Failure to do so may result in a loss of employment rights.

8.7 DEATH IN IMMEDIATE FAMILY

In case of death in an employee's immediate family and/or for reasons provided for in the *Family Bereavement Leave Act*, she/he/they will be granted leave at full pay for a period not to exceed three (3) days on each occurrence. This three (3) day leave is not to be deducted from accumulated sick leave. If an employee requires more than three (3) days, the additional days may be granted but will be deducted from accumulated sick leave. Members of the immediate family are those defined in the Illinois School Code, Chapter 122, Section 24-6 and in Article 8.1 E above.

One day of bereavement leave shall be granted to the employee without deduction from available sick or personal leave when there has been a death in the non-immediate family: aunts, uncles, cousins. Any additional days of absence, which may be needed, will be counted as sick leave.

8.8 FAMILY AND MEDICAL LEAVE ACT LEAVE

An employee requesting leave under the Family and Medical Leave Act shall submit a request for such leave at least thirty (30) days prior to the beginning of the planned absence or, in the case of emergencies, as soon as practicable. If qualified, the employee will be eligible for up to twelve (12) weeks of leave under the FMLA within any rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Qualifying employees are required to use all but five (5) days of sick leave concurrently with FMLA. An employee may utilize any additional accumulated sick leave as part of any FMLA leave, at the employee's option, but such use of additional sick leave shall run concurrently with such FMLA leave (i.e. one sick day used = one FMLA day used) (e.g., if an employee has 55 sick days, the employee is required to use 50 but may use the remaining 5 at their option. If an employee has 65 days, they are required to use 60).

8.9 RELIGIOUS LEAVE

Employees who have a religious observance on a regular workday may take up to five (5) days per school year as leave without charge to available sick or personal or vacation leave. Unused religious leave days shall not accumulate from year to year.

ARTICLE IX - SICK BANK

The Board and Association agree that for the duration of this 2019-2023 Agreement the sick leave bank shall be continued.

Provisions for use:

9.1 Eligibility - Each employee shall be eligible to draw from the sick leave bank, provided that the person:

A. Has been continuously employed by the District for a minimum of one fiscal year.

B. Has used all of her/his/their accumulated sick leave.

C. Has incurred or experienced an acute, catastrophic, or prolonged illness or injury that is considered life-threatening or could result in a serious residual disability. Examples of acute or prolonged illness or injury which would qualify for drawing from the bank include:

i. Serious chronic or debilitating illness, impairment or physical/mental condition that involves high intensity or high frequency of treatment; or

ii. A long-term condition that is so serious that if not treated would likely result in an extended period of incapacity or death; or

iii. Emergency surgery. Elective surgery does not qualify as personal illness for purposes of drawing from the sick leave bank.

9.2 Application for Sick Leave Bank – The employee submits certification from a physician of their acute, catastrophic, or prolonged illness or injury to substantiate their request to draw from the sick leave bank. Certification must be submitted on a District-provided form.

9.3 Maximum Number of Sick Leave Bank Days- Full year employees may use a maximum of thirty (30) days during any one fiscal year. Eleven month employees may use a maximum of twenty-seven (27) days during any one fiscal year. School year employees may use a maximum of twenty-five (25) days during any one fiscal year.

9.4 Sick Leave Bank Funding – The Sick Leave Bank shall be funded through the following mechanisms:

A. Beginning with the 2021-2022 school year, bargaining unit members shall only contribute an additional Day, if the Sick Leave Bank falls below 50 Days. In addition, all new bargaining unit members will continue to contribute (1) sick day upon hire.

B. Hardship Donations: Bargaining unit members may voluntarily donate sick days to the Sick Leave Bank for hardship cases, subject to the following limitations:

i. An individual may not donate more than one (1) sick day per round of requests for hardship donations;

ii. Each hardship case is limited to two (2) rounds of requests for sick leave donations; and

- iii. A bargaining unit member must have a minimum of (5) accumulated sick leave days in order to donate to the Sick Leave Bank. The Sick Leave Bank Committee shall be responsible for collecting and allocating donated days for hardship cases. Any member who wishes to donate in excess of the above limits may make that request to the Sick Leave Bank Committee.
 - C. Donation by Retiring Employees: Retiring employees may donate any unused sick days to the Sick Leave Bank which have not been used for IMRF service credit and for which they have not otherwise been compensated.
 - D. Days donated may not be withdrawn and are recorded as consumed on the individual member's official District record of accumulated sick leave.
- 9.5 The employee shall not have to pay back in any manner the number of sick days withdrawn from the Sick Leave Bank.
- 9.6 The Sick Leave Bank balance (i.e. number of unused Sick Leave Bank days) shall accumulate and carry over from year-to-year.
- 9.7 Sick Leave Bank Committee – A Sick Leave Bank Committee shall be established upon the effective date of this agreement and shall hold its first meeting by September 1, 2019. The Committee shall consist of bargaining unit members selected by the OPESP Executive Board. The Sick Leave Bank Committee shall be responsible for administering the Sick Leave Bank, which includes, but is not limited to:
- a. Making eligibility determinations;
 - b. Determining the number of days granted to each applicant;
 - c. Ensuring that days are granted in accordance with contractual guidelines. All medical certifications and other documentation and information reviewed and discussed by the Sick Leave Bank Committee shall be considered confidential. Any decision rendered by the Sick Leave Bank Committee is final. An employee may not appeal any decision by the Sick Leave Bank Committee.
- 9.8 Sick Leave Bank Hold Harmless – The Association agrees to hold harmless the Board, its members, employees and/or agents from and against any claims, grievances, causes of action, or liability resulting from the operation and administration of the Sick Leave Bank, including but not limited to, any claims based upon the Sick Leave Bank Committee's denial of a request for donated sick leave days. In the event that any claims, grievances, actions, or causes of action resulting from the operation and administration of the Sick Leave Bank are filed against the Board, its members, employees and/or agents, the Board shall retain the exclusive right to select counsel to defend such claims, grievances, actions, or causes of action and/or to determine whether such claims, grievances, actions, or causes of action should be compromised or settled.

ARTICLE X-SALARY AND OTHER COMPENSATION

10.1 SALARIES

A. Hourly Wage Rates and Annual Rate Increases:

STARTING WAGE RATES

Payroll, Registrar,	Administrative Assistant, Accounts Payable	Media Assistant, School Receptionist, Multi-Media Technician	Tech 1	Tech 2
\$31.31	\$23.98	\$18.33	\$27.59	\$32.50

For the 2023-2024 school year, employees shall receive a \$2.00 per hour increase on their base wage plus a 3.5% percent increase over their 2022-2023 base pay rate.

For the 2024-2025 school year, employees shall receive a \$1.00 per hour increase on their base wage plus a 3% percent increase over their 2023-2024 base pay rate.

For the 2025-2026 school year, employees shall receive a \$1.00 per hour increase on their base wage plus a 3% percent increase over their 2024-2025 base pay rate.

For the 2026-2027 school year, employees shall receive a 3.5% percent increase over their 2025-2026 base pay rate.

Employees hired between July 1 and 90 working days prior to June 30 of any fiscal year shall receive credit for completion of the full year of service for the purpose of receiving a wage increase for the subsequent fiscal year.

B. Within a three month window of receiving the certifications for a Technology Specialist 2 position, the Technology Specialist 1 can apply for and request an interview to be moved to a Technology Specialist 2 position. If the Technology Specialist 1 is not determined able to perform the work required of a Technology Specialist 2 position, the Technology Specialist 1 may re-apply and request an interview three months after the previous interview. The Senior Director of Technology may decide to interview sooner than three months if he/she/they determines a Technology Specialist 1 is ready for the Technology Specialist 2 position (on the re-take).

10.2 RETIRED EMPLOYEE RE-EMPLOYMENT

If a previous retired full time (12 month) or part year (10 or 11 month) employee is re-employed, the last rate of pay shall be paid.

10.3 SERVICE STIPEND

The Board encourages continuity, stability, and loyalty in employees. A stipend will be awarded to employees after five (5) full fiscal years of service are completed. After the fifth (5th) year, full-time employees will receive sixty-five dollars (\$65) per year, and part-time employees will receive thirty-two dollars and fifty cents (\$32.50) per year, for every full year of work finished. To qualify as a full year of service an employee must have been hired before November 1 of the fiscal year.

10.4 EMPLOYEE TRAVEL REIMBURSEMENT

Employees performing any work related travel approved by the Superintendent as school business shall be reimbursed at the current IRS reimbursement rate per mile in effect at the time the travel occurs. Reimbursement will occur on a monthly basis following the employee's submission of District travel reimbursement forms.

10.5 PAYROLL PRACTICES AND PROCEDURES

A. Payday

Checks are to be distributed to employees on a twenty-six (26) pay basis. If a payday falls on a holiday, the distribution will take place on the nearest preceding workday. Normal distribution of checks will be every other Friday.

Payout of the balance of summer checks for the part-year employees will be made the last salary payment in June.

B. Payroll Deductions

1. Payroll deductions will be made in accordance with State and Federal law. Anyone scheduled for employment in a position which regularly requires six hundred (600) hours or more of service per year is also required to have deducted contributions to the Illinois Municipal Retirement Fund. Union dues will also be deducted upon specific authorization from the employee.

2. Tax Sheltered Annuities

Tax sheltered annuities will be available to employees through plans approved by the District.

3. Credit Union

The District will make credit union services available to all employees.

10.6 CELL PHONE

Those employees in the Technology Specialist classification for which the District requires regular communications in the field shall have a cellular telephone, which is in good working order. Employees shall have the option of the following two (2) choices, which are:

1. The District will provide a District issued cell phone to employees for District-related business.
2. Employees can use their own personal cell phone for District-related business and will provide to the District their cell phone number.

If employees in the Technology Specialist classification choose to use their own personal cell phone for District-related business, that employee will be reimbursed \$55 per month. In addition, the District will provide a one-time reimbursement within the term of this agreement to employees in the Technology Specialist classification for the cost of the purchase of the cell phone to a maximum of two hundred dollars (\$200.00) per employee. The employee shall provide proof of purchase in order to receive the one-time reimbursement within the term of the agreement.

ARTICLE XI - INSURANCE FRINGE BENEFIT

For the purpose of this Article XI, the term "full-time" shall refer to those employees who are regularly scheduled to work at least thirty (30) hours per week during their assigned work year.

11.1 LIFE INSURANCE

The Board shall provide and pay the cost of group term life insurance coverage, on behalf of full-time employees who are eligible to participate according to the Plan document, group term life insurance in the amount equal to one times the salary of the employee, to a maximum of \$50,000.

11.2 HEALTH INSURANCE FRINGE BENEFIT

The Board shall provide to full-time employees who are eligible to participate according to the Plan document, single and family medical insurance coverage from a health maintenance plan and a health insurance plan. For 2023-2024 through 2026-2027 the Board shall contribute an amount equal to the single HMO annual premium for eligible employees who elect single coverage and an amount equal to sixty percent (60%) of the family HMO annual premium for eligible employees who elect family coverage or Employee+1 coverage in any district plan. Domestic partners are eligible for coverage. A joint employee/Board benefits committee will submit recommendations to the Board for approval.

If the Board changes its medical insurance contribution for the OPTA Collective Bargaining Agreement, eligible full-time employees covered by this contract will receive the same benefit.

11.3 DENTAL INSURANCE

The Board shall provide to full-time employees, who are eligible to participate according to the Plan document, single and family dental insurance from a dental health maintenance plan and a dental insurance plan. For 2023-2024 through 2026-2027 the Board shall contribute an amount equal to the single HMO annual premium for eligible employees who elect single coverage and an amount equal to sixty percent (60%) of the family HMO annual premium for eligible employees who elect family coverage or Employee + 1 coverage in any district plan. Domestic partners are eligible for coverage. A joint employee/Board benefits committee will submit recommendations to the Board for approval.

If the Board changes its dental insurance contribution for the certified staff, eligible full-time employees covered by this contract will receive the same benefit.

An employee receiving the cash payment alternative may participate in the dental insurance plan at his/her own expense.

11.4 FLEXIBLE SPENDING PLAN

A pre-tax, flexible spending plan to shelter eligible medical expenses, health, dental and life insurance premiums, and dependent/child care expenses, consistent with the Internal Revenue Code Section 125, will be continued during this Agreement and shall be available to employees who are eligible to participate according to the Plan document. Employees will be responsible for the cost of participation in this plan.

11.5 MATCHING {NON-ELECTIVE} 403(b) CONTRIBUTIONS

The Board shall make a matching contribution to each eligible employee's 403(b) account. To be considered eligible to receive an annual matching contribution, an employee must establish a

403(b) account and make personal contributions during the Plan Year. The Board will match, at a rate of 50%, the employee's first 4% of elective personal contributions (i.e., the Board will contribute a maximum of 2%). Any matching contribution made to an eligible employee's 403(b) account shall be made by the Board in accordance with the 403(b) Plan Document and applicable law. All matching contributions will be made to the extent allowed by the Board's 403(b) account of any employee who is also receiving a retirement enhancement from the Board, if the matching contribution, when combined with the retirement enhancement, and any other creditable earnings received by the employee, would result in the employee receiving a greater than 6% increase over his/her prior year's creditable earnings.

Example - if an employee who earns \$20,000 contributes: The Board will contribute:

1%/\$200	0.5%/\$100
2%/\$400	1%/\$200
3%/\$600	1.5%/\$300
4%/\$800	2%/\$400
5%/\$1,000	2%/\$400

ARTICLE XII – POST-RETIREMENT BENEFITS

To recognize the contributions of those employees who have provided long and effective service to the students of the District, the District will provide a post-retirement payment and health insurance premium contributions to employees who meet the eligibility requirements below.

- a. The employee must have been employed in a bargaining unit position for at least eight (8) years prior to retirement to receive a post-retirement service stipend. Eligible employees will receive a post-retirement service stipend in the amount of \$200 per year of full-time continuous service in a bargaining unit position prior to retirement (e.g. an employee who worked for the District in a bargaining unit position for 10 years prior to retirement would receive a post-retirement service stipend of \$2,000). Any stipend paid under this section shall be paid no earlier than the first day of the second month after the employee's resignation for purposes of retirement (e.g., the stipend to be paid to an employee who resigns to retire on June 30 will not be paid until at least August 1); and
- b. The employee must be eligible to retire under normal retirement with the Illinois Municipal Retirement Fund or with a reduced annuity for which the District is not subject to a penalty; and
- c. The employee must submit an irrevocable letter of intent to retire to the Superintendent no later than fifteen months prior to the retirement date. In the event that the employee cannot provide the minimum 15-month notice due to unforeseen circumstances, the Superintendent may in their discretion waive the 15-month advance notice requirement, provided the employee submits their irrevocable letter of retirement at least 6 months prior to their retirement date. The Board and Association agree that the Superintendent's waiver of the 15-month notice requirement shall be non-precedential and non-grievable.
- d. All retiring employees who have been employed in a bargaining unit position for at least ten (10) years prior to retirement shall be entitled to remain in the group health insurance plans at their own cost until age 65, until they are Medicare eligible, or as otherwise provided by the insurance carrier, whichever occurs first, provided, however, that the employee continues to pay the monthly premiums in advance as required by the District. For up to the first four (4) years of retirement, the Board will contribute a dollar amount toward the cost of a district-approved health insurance plan equal to that available as a contribution on behalf of the employee during the last year of active employment. Any premium costs over the amount the Board was contributing at the date of retirement will be the responsibility of the retired employee.

ARTICLE XIII – RESIGNATION, REDUCTION IN FORCE, DISCIPLINE AND DISMISSAL

13.1 RESIGNATION

An employee resigning his/her position for reasons other than retirement shall notify the Board, in writing, of his/her intention to resign at least two (2) weeks prior to the effective date of the resignation.

13.2 REDUCTION IN FORCE

- A. If an employee is to be honorably dismissed, due to decreased enrollment, because the Board of Education has determined it shall decrease the total number of support personnel employed, discontinue some particular type of support personnel service(s) and/or for reasons of economic necessity, the District will follow the requirements of Section 5/10-23.5 of the Illinois School Code.
- B. Written notice shall be mailed to the affected employee at least thirty (30) calendar days prior to the effective date of the honorable dismissal, together with a statement of honorable dismissal and the reason therefore. Within the respective category of position, the employee with the shorter length of continuing service from the first day worked shall be dismissed first.
- C. The established categories of position shall be:
- Full-year Administrative Assistants
 - 11 month Administrative Assistants
 - 10 month Administrative Assistants
 - School Receptionists
 - Technology Specialist 1
 - Technology Specialist 2
 - Full-time Media Assistants
 - Part-time Media Assistants
 - Accounts Payable/Purchasing Specialist
 - Payroll Specialist
 - Registrar
 - Benefits Coordinator
- D. If an employee's category of position changes for any reason, his/her/their seniority will not transfer to the new category, but seniority shall be retained in the former category of position. In the event of a reduction-in-force, an affected employee can exercise bumping rights into his/her former category of position if another employee in the previous category has less seniority than the affected employee. (For example, if a current 11 month Administrative Assistant is the least senior employee in that category but has five (5) years of previously accrued seniority as a 10 month Administrative Assistant, in the event of a reduction in the number of 11 month Administrative Assistants, the affected employee can exercise his/her bumping rights back into the 10 month Administrative Assistant category if there is a current 10 month Administrative Assistant with fewer than five (5) years of seniority in that category.)
- E. If there is a vacancy in another category of position for which an affected employee has no prior experience but is otherwise qualified, the affected employee will have the option of filing the vacancy but will be required to serve a new probation period.
- F. 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 becoming available within a specific category of position shall be offered, in order of seniority, first to honorably dismissed employees from that category, and then, in order or seniority, to honorably dismissed employees from all other categories of position covered by this Agreement, so far as such

employees are qualified to hold such position. Refusal of recall to a position or failure to respond within ten (10) days after the mailing of a written recall notice sent by certified mail shall result in the Employee's forfeiture of recall rights.

G. Tie breakers for seniority:

If the length of continuing service within the respective category of position is equal between two or more employees, then seniority will be determined by tie breakers in the following order:

- 1) Total continuing service in a category less pro rata service credit in instances of unpaid leave not designated as FMLA leave
- 2) Total continuing service in all ESP categories
- 3) Total service in all ESP categories, whether or not continuous
- 4) If two or more employees remain equal in seniority after application of the above-listed factors, the employee with the greatest seniority will be decided by drawing lots

13.3 WORKING CONDITION

In the event of departmental reorganization, reduction in force, or other changes resulting in a redistribution of workloads, the Administration shall meet with the supervisor and the employee(s) affected by the change/decision, on an individual and group basis, as applicable. The purpose of the meeting shall be to discuss issues related to the employee's workload, to consider whether any larger work responsibilities can be broken into smaller segments and assigned to other employees, to assess the employee's current skill level and to determine whether any additional training shall be provided to the employee(s).

13.4 DISCIPLINE

The Board and the Association agree with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge. Nothing contained herein shall require the Board to exhaust any or all of the listed disciplinary techniques when a determination has been made of the need to discipline an employee.

The employee is entitled to have present a representative of the Association at any meeting between the employee and a supervisor concerning a subject which reasonably may lead to disciplinary action including warnings, letters of reprimand and/or suspension against the employee. An employee who begins participating in a meeting without a representative shall have the right to adjourn the meeting until representation is provided should the employee believe that the meeting reasonably may lead to disciplinary action.

13.5 DISMISSAL

- A. Dismissal during the probationary period will be at the discretion of the Superintendent or an administrator designated by the Superintendent.
- B. A non-probationary employee may be dismissed for cause upon the recommendation of the Superintendent and approval of the Board.
 1. A non-probationary employee shall be informed of any unacceptable job performance and given an opportunity to correct any remediable deficiency before dismissal is recommended to the Board.
 2. A written explanation for the action to be taken shall be provided to the non-probationary employee and Association.

3. At the non-probationary employee's request there shall be a complete review of the employee's personnel file with the employee and if the employee so chooses, a representative of the Association.

ARTICLE XIV - ORIENTATION, MENTORING AND TRAINING

14.1 ORIENTATION

Upon employment, each new employee represented by the Association shall receive an orientation to the District from the Department of Human Resources. Components of this orientation will be mutually determined by the Association and the Department.

14.2 MENTORING

The purpose of the mentoring process is to foster performance success for each employee receiving this assistance.

A. Each new employee shall be provided a mentor from a similar employee group within the Association. The new employee will be mentored throughout the employee's probationary period. The mentor and the supervisor of the new employee will periodically communicate during the probationary period regarding the work performance and other related employment aspects of the new employee. With the new employee's written consent, any assessments of the new employee's performance written by the new employee's supervisor shall be copied to the mentor in order to assist with the mentoring process. The mentor shall be informed of any decision to:

1. remove the new employee from probationary status,
2. extend the probationary status of the employee, or
3. dismiss the new employee.

The mentoring process shall revolve around the duties and responsibilities set forth in the job description for the mentored position.

When a new employee is hired, the Association and the Administration will develop a list of possible mentors based on a potential mentor's performance evaluation ratings and other factors jointly deemed relevant.

Mentoring will take place during the work day. Mentors must notify their immediate supervisor and receive a pre-approval from the Director of Human Resources for time spent in mentoring the new employee. With prior approval, a Mentor may work after the regular work day to complete her/his own work. A Mentor who is approved to work after the regular work day will be paid at the rate of one and one-half times his/her regular rate of pay. Time sheets reflecting such time must be submitted to the Director of Human Resources.

B. Any employee whose work performance may lead to discipline, including termination, shall be offered through the Association the assistance of a mentor. If this assistance is accepted by the employee whose performance is deficient, the mentoring shall continue until the performance issues are resolved, the employee opts to stop the mentoring process, or the employee is terminated.

14.3 TRAINING

A. STAFF DEVELOPMENT

The Association shall provide up to two OPESP representatives selected by the OPESP Executive Board to serve on any staff development committee appropriate to the professional learning needs of the bargaining unit. Each member that participates in this

role will be compensated \$1500 per year as defined in the roles set annually. Members on the committee will be expected to participate in ten monthly meetings of the professional Learning Committee and any other defined duties as a member of the committee as stated in the role description set annually. On days that these meetings take place the member(s) will adjust the workday during the week by 30 minutes prior to the normal start of the work day to make up for the time in which the committee meeting overlaps with the typical work day as defined in this agreement, as necessary.

B. LIFE LONG LEARNING

Employees are encouraged to participate in pre-approved courses, workshops, or other training opportunities on their own time that will enhance or expand the knowledge and skills of the employee. To be eligible for reimbursement or the lifelong learning stipend, the employee must get approval in advance from the Director of Human Resources and the course, workshop or other training must be related to a bargaining unit position, as determined by the Director of Human Resources.

Upon earning a "B" grade or better (if "Pass/Fail" is the only grading option available for a particular course/workshop/other training, then a "Pass" will be acceptable), the employee shall be reimbursed the cost of tuition or registration up to a maximum of \$175 per college/university credit hour or workshop registration cost, to a maximum expenditure of \$1000 per year.

An employee who, prior to July 1, 2013, elected to receive a stipend of \$150 for each three (3) credit hours earned, will have the stipend continued from year to year for the coursework designated prior to July 1, 2013. Stipends will be paid in separate checks in two (2) installments, one-half payment at winter break and one-half payment at spring break. Fifteen (15) CEUs (course equivalent units) equals one (1) credit hour.

All pre-approved courses, workshops, or other training opportunities taken after July 1, 2013 will be eligible only for reimbursement.

C. CROSS TRAINING

Employees are encouraged to participate in training opportunities that would prepare them for other positions within the bargaining unit. The administration will make these opportunities known to employees.

ARTICLE XV-VACANCIES, TRANSFERS, AND PROMOTIONS

15.1 DEFINITION OF VACANCIES

A vacancy shall be defined as a bargaining unit position that is not filled.

15.2 POSTING OF VACANCIES

Administration shall notify all staff of a vacancy by email and shall also post notice of the vacancy on the District website for a period of ten (10) workdays. Said posting shall contain the following information to the greatest degree possible.

- A. Position
- B. Location of work
- C. Date position available
- D. Annual rate of pay
- E. Minimum requirements
- F. Desirable qualifications
- G. Indication if any skills test* will be required
- H. Expected date upon which the position will be filled

*Any employee who applies for a lateral position, and who has taken the required skills test for the position during the 24 months preceding the date of the posting, may opt out of the skills test requirement, unless the skills test was revised since the employee last tested.

The Board agrees to e-mail to the school year employees any vacancy notices which may occur during the summer months.

15.3 APPLICATIONS FOR POSITIONS

Interested bargaining unit members must complete the online application within the ten (10) day posting period. All internal applicants will receive a copy of a job description for the vacant position prior to be interview and shall be guaranteed an interview. Seniority and ability shall be considered in filling the vacancy.

Where the administration determines that qualifications are equal between two (2) or more internal applicants, seniority will determine who is given the position. Where the administration determines that qualifications are equal between an internal and external applicant, the internal applicant will be given the position.

Any employee who is not selected for a position for which he/she applied, may request to receive a copy of his/her/their test score (this shall not include the test questions).

15.4 NOTIFICATION TO APPLICANTS

When a position has been filled, applicants will receive written notification within ten (10) days. Within five (5) days of receiving a written request, the District will provide an unsuccessful applicant with written reasons for the decision.

ARTICLE XVI - GRIEVANCE PROCEDURE

16.1 DEFINITIONS

- A. GRIEVANCE - A claim by an employee, group of employees of the association that there has been a violation, misrepresentation or misapplication of the terms of this agreement.
- B. GRIEVANT- The person, persons, or the Association making such claim.
- C. DAY- Days shall mean days when the district office is open.
- D. IMMEDIATE SUPERVISOR - The member of the administration as defined herein directly in charge of the grievant.
- E. SUPERINTENDENT - The Superintendent of Schools, Oak Park Elementary School District 97.
- F. BOARD - The duly elected School Board Members of District 97.

16.2 PROCEDURES

The parties hereto acknowledge that it is incumbent upon the employee and his/her/their immediate supervisor to resolve problems through free and informal communications. When requested by the employee, the Association representative may accompany the employee in order to assist in the informal resolution of the grievance. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her/their immediate supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

A. LEVEL ONE

The formal grievance procedure begins when an employee or the Association presents the grievance in writing to the immediate supervisor. The grievance statement must specify the nature of the grievance, section of this agreement which has been violated, and the remedy sought. Such a grievance shall be submitted within twenty (20) days of the occurrence or date the grievant should reasonably have known of the event giving rise to the grievance. The supervisor shall arrange for a meeting with the grievant and Association representative to take place within ten (10) days after receipt of the statement. The supervisor shall provide a written answer to the grievance together with supporting reasons therefore. Copies shall be given to the grievant, the Association and to the Superintendent within ten (10) days after the meeting.

B. LEVEL TWO

If the grievance is not resolved at Level One, or if no written answer has been rendered within ten (10) days after meeting, the grievant or Association may file the written grievance with the Superintendent within five (5) days of the Level One written answer or the due date of the Level One answer, whichever is sooner. The Superintendent or his designee shall schedule a meeting with the grievant, the Association and the supervisor within thirty (30) days of receipt of the grievance. Within ten (10) days after such meeting, the Superintendent shall issue a written decision including the reasons upon which the answer was based, with copies furnished to the grievant, the Association, and the immediate supervisor.

C. LEVEL THREE

If the grievance is not resolved at Level Two, or if no written answer has been rendered within ten (10) days of the meeting with the Superintendent, the Association may refer the grievance in writing to the Board within five (5) days. The Board or a committee appointed by the Board shall hold a formal hearing at a meeting called for this purpose on a date no later than thirty (30) days following receipt of the written grievance by the Board President (or the next regularly scheduled Board meeting, whichever is later). Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop fact pertaining to the grievance. Upon conclusion of the hearing, the Board shall have fifteen (15) days in which to provide a written decision to the grievant and the Association.

D. LEVEL FOUR

If the grievance is not resolved at Level Three, or if no written answer has been rendered within (15) days of the meeting with the Board, the Association may submit the grievance to final and binding arbitration under the voluntary labor arbitration rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Level Three answer, then the grievance shall be deemed withdrawn. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement or any applicable board policy. He/she/they shall consider only the specific issues submitted in writing and shall have no authority to decide any issue which was not submitted to him/her. The arbitrator shall be without the power to make a decision contrary to, inconsistent with, or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the specific terms of this agreement as applied to the facts of the grievance presented. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she/they judges to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Association. If either party requests a transcript of the proceedings, that party shall bear full responsibility for the costs of the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the Board and the Association.

A grievance may be withdrawn at any level without establishing precedent. The grievant or Association must notify the Superintendent in writing if a grievance has been withdrawn. By mutual agreement between the Association and the Superintendent, any step of the grievance procedure may be bypassed.

16.3 REPRESENTATION

The grievant may elect representation at all stages of the grievance procedure by himself/herself/themselves or an Association representative. An Association representative may be present at all grievance meetings.

16.4 CONFIDENTIALITY OF GRIEVANCE PROCEEDINGS

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the grievants.

ARTICLE XVII - NO STRIKE

17.1 **STRIKE**

There shall be no strike, work stoppage, slowdown, boycott, picketing or other interruption or impeding of work during the term of this Agreement. No officer or representative of the Association shall authorize, instigate, aid, condone, or participate in any such activities. No employee shall participate in any such activities, and the Board may discharge or otherwise discipline any employee who causes or participates in any strike, work stoppage, slowdown, boycott, picketing or other interruption or impeding of work. The IEA/NEA shall inform all bargaining unit members of their obligation to adhere to this provision.

ARTICLE XVIII - DURATION

This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2027, inclusive. It shall automatically renew itself thereafter from year to year unless notice is given in writing by one party to the other, stating the desire to change, terminate, or negotiate a successor Agreement no later than 120 calendar days prior to the expiration date or anniversary date of a yearly extension. Official negotiations will be scheduled to begin within thirty (30) days of such notification.

This Agreement is executed this day of _____, 2023.

BOARD OF EDUCATION OF DISTRICT
97
Oak Park, Cook County, Illinois

OAK PARK EDUCATIONAL SUPPORT PROFESSIONALS
ASSOCIATION
IEA-NEA

By _____ President

By _____ President

By _____ Vice President

APPENDIX A MEMORANDUM OF UNDERSTANDING

HISTORICAL MARKET EQUITY ADJUSTMENT

Effective with the 2009-2012 Agreement, the parties have agreed to limit participation in the "Days in Lieu of Vacation" benefit (which shall be prospectively retitled a "Historical Market Equity Adjustment") to only those employees who were receiving the "Days in Lieu of Vacation" benefit as of July 1, 2009. The parties acknowledge that, the monetary payment to employees that resulted from the Days in Lieu of Vacation, was previously appropriate to address certain compensation inequities (both internal and external) in the District. However, over time, improvements in both the salary schedule and the benefits the District pays to employees have resulted in the District providing a more competitive compensation package. Consequently, there is no longer a need to continue to provide the Days in Lieu of Vacation benefit and it is hereby eliminated. However, it is agreed by the parties that, in place of the Days in Lieu of Vacation benefit, a Historical Market Equity Adjustment shall be provided to only those employees who were receiving the Days in Lieu of Vacation benefit as of July 1, 2009. It is the parties' express intention that, through attrition, the Historical Market Equity Adjustment will eventually be phased out.

The Employees whose names are listed below shall annually receive a Historical Market Equity Adjustment. The amount of such Adjustment shall be determined by multiplying the Employee's then current regular hourly salary rate by the standard work day for the position he/she/they holds by the number of additional days of pay the Employee is eligible to receive in a given year, based upon the Employee's years of completed service to the District. Such Adjustment shall be divided by the 26 paychecks the Employee receives during the fiscal year. An Employee named below shall no longer be eligible to receive a Historical Market Equity Adjustment once he/she/they ceases to hold one of the following positions: 1) School Year Secretary; 2) School Year Technology Specialist; 3) School Administrative Assistant; 4) School Receptionist; 5) Full-time Media Assistant; or 6) Part-time Media Assistant. However, if an Employee named below transfers or is reassigned between one of the positions in the preceding list, he/she/they shall continue to be eligible to receive a Historical Market Equity Adjustment, but such Adjustment will be increased or decreased to reflect the Adjustment schedule of the new position, based on a twenty-three (23) work day proration formula.

Vacation in Lieu Schedule

Job Function	Name	Date of hire	Current # as of 13-14 school year	Addtl Days	Years Remaining	Add tl Days	Years Remaining
Admin Asst.	Linda Cooper	8/14/2003	13.5	MAX			
	Etta Johnson	10/24/2005	13.5	+4.5	2015-2016		
	Lori Krikau	10/4/2006	13.5	+4.5	2016-2017		
	Joanne Lowry	8/6/2007	13.5	+4.5	2017-2018		
	Debra Taylor	9/10/2007	13.5	+4.5	2017-2018		
	Arselia Aguirre	9/21/2006	12	+4	2013-2014		
	Michelle Lottie	8/20/2001	20	MAX			
	Gina Paolinelli	12/1/2008	10	+5	2014-2015	+5	2019-2020