

CONTRACT  
BETWEEN  
ASSOCIATION OF  
CRETE-MONEE EMPLOYEES  
AND  
BOARD OF EDUCATION  
CRETE-MONEE  
SCHOOL DISTRICT 201U  
2022-2026

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## ARTICLE I

### RECOGNITION

1.1 The Board of Education, Crete-Monee School District 201U (hereinafter "Board"), hereby recognizes the Association of Crete-Monee Employees (ACME) (hereinafter "Association") as the exclusive bargaining agent for all teacher aides, health aides, library/media center aides, in-school suspension supervisors, study hall supervisors, medical and records technician, non-certificated school nurse, food service staff, school building secretaries and administrative assistants, security staff, custodians, clerks, bookkeeper-payroll position, student services facilitator, student services staff and technical theater director.

The following classifications are excluded from the bargaining unit: all certified employees, administrators, supervisors and managers, building computer technicians, district office secretaries and administrative assistants, high school food service manager, high school head custodian and all other educational support employees not listed as included.

1.2 The term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Paragraph 1.1 above.

1.3 The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement. The Board further agrees not to negotiate with any employee individually or collectively during the duration of this Agreement, provided the Board may determine to maintain employment of probationary employees.

## ARTICLE II

### EMPLOYEE PERSONNEL FILE

#### 2.1 Employee Personnel File

The employee's personnel file shall minimally contain all formal evaluations and any other materials relating to the continued employment of the employee and shall be maintained under the following conditions:

A. One (1) personnel file shall be kept for each employee and may be kept electronically.

B. Each employee shall have the right, upon request, to review the contents of his/her personnel file. Such review shall be during normal office business hours, by appointment, and in the presence of an employee designated by the Superintendent. A representative of the Association may, at the employee's request, accompany the employee in this review.

C. Materials related to an employee's employment status or discipline may not be placed in the employee's personnel file without notifying the employee of such action. The employee shall sign any such material to acknowledge receipt and shall initial all pages of any multi-page document(s). Should the employee refuse to initial the material, the material shall be made part of the file with the notation indicating the employee's refusal to initial. The employee shall be afforded an opportunity to respond in writing to any material placed in his/her file and to have such response included in his/her file.

D. No employee shall remove any material from his/her file. However, an employee shall have the right to copy any material available to the employee under this section of the Agreement or have such copies made by the office personnel at the usual and customary cost.

E. Confidential material, such as recommendations by colleges or universities or evaluations of an employee by a previous employer, shall be a supplement to the employee's personnel file. There shall be no other personnel file. This clause shall not waive the rights of any employee to review all material in his/her personnel file allowable under law.

F. The employee's personnel file shall not be copied or otherwise made known to any person without the employee's consent except as necessary for the regular conduct of district business and affairs, or upon subpoena or otherwise as required by State or federal law. The employee's personnel file shall contain a log indicating when and for whom copies of any material were made.

## 2.2 Complaints Against Employees

Any complaint directed toward an employee that is reduced to writing and is to be made a part of the personnel file, shall be brought to the attention of the employee before becoming a part of his/her file. The employee shall have a right to file a rebuttal to any such written complaint that becomes part of his/her file.

Before any such written complaint becomes a part of an employee's personnel file, the employee shall initial the complaint signifying (s)he has read it. Should the employee refuse to initial the complaint, the complaint shall be made part of the file with the notation indicating the employee's refusal to initial.

Unless the appropriate administrator meets with the employee to discuss the substance of the complaint within two weeks of its receipt, no reference may be made to the complaint in the employee's evaluation.

## ARTICLE III

### ASSOCIATION AND EMPLOYEE RIGHTS

#### 3.1 Association Rights

A. Upon request to the Superintendent and with the approval of the Board president, the Association may place any matter on the agenda for regular meetings of the Board so long as such matter is made known in writing to the Superintendent five (5) working days prior to such meeting. Upon request of the Superintendent, Association representatives will meet with the Superintendent and/or the Board president within seventy-two (72) hours of his/her request in an attempt to resolve the matter. The Association may invite a reasonable number of affected persons to such meeting.

B. The president of the Association or his/her designee shall be given written notice of any regular meeting of the Board held other than as normally scheduled and of any special meeting, together with a copy of the agenda or statement of purpose of such meeting if one exists. These items will be provided to the president of the Association at the same time they are provided to the Board. The Association president or his/her designee shall be concurrently provided a copy of all Board agenda material furnished the press at each Board meeting.

C. A copy of the minutes of all Board meetings shall be posted on the District's website within five (5) school days of their approval. The Board shall provide the Association, upon request, within five (5) working days, regularly prepared public information germane to matters within the scope of negotiation and the representation of its members. This shall include but not necessarily be limited to the annual financial audit, the tentative budget, and the adopted budget.

Nothing herein shall require the Board or its staff to research or assemble information.

D. The Association shall be entitled to appoint one (1) representative to the district calendar committee for the purpose of making suggestions for a calendar to be subsequently recommended to the Board for approval. The Association shall be entitled to appoint one (1) representative to the School Climate Committee.

E. The Association's views on matters relating to supervisor-employee or Board-employee relationships shall not be discussed in the presence of students.

F. The following information regarding each newly hired employee shall be made available to the Association within seven (7) working days: name, address, phone number, e-mail address, job title, work assignment, salary schedule placement and building.

G. The president of the Association shall be granted nine (9) release days per year of leave to attend to the Association business. The president of the Association may designate another member(s) of the Association for use of this Association leave. The Association shall reimburse the Board the cost of the substitute. Such days shall not accumulate. The president shall give the appropriate building principal(s) at least forty-eight

(48) hours' notice of such use, and such use shall be subject to the approval of the building principal(s) which approval shall not be unreasonably withheld.

H. No later than thirty (30) school days following ratification of the Agreement, the District shall post a copy of the Agreement on the District's website.

I. The rights granted herein to the Association shall not be granted or extended to any competing employee organization.

J. Association officers may use available electronic equipment in each building, provided this use does not interfere with the basic purpose for which the equipment is provided, or the rules for operation, and that any expense for supplies and materials used by the Association is paid by the Association.

K. Association officers may use regular building messenger service and employee mailboxes for the purpose of official communications with members of the Association. Materials shall be sorted and placed in the mailboxes by Association building representatives.

L. The Association shall have the use of a specific bulletin board in the employee workroom/lounge in each building.

M. The Association shall have the right to hold its meetings on district property provided that such meetings take place before or after the workday or on non-workdays, in no way interfere with any aspect of the instructional program, that such meetings entail no additional maintenance or custodial expenses, and that the facilities are available. When such meetings entail additional maintenance or custodial expenses, the Board may make a reasonable charge to the Association. The designated Association building representative shall contact the building principal regarding the availability of the desired district facility and make advance reservations for such prior to scheduling any meeting which is to be held on school property. This paragraph shall be inapplicable to any meeting of more than twelve (12) persons where less than ninety percent (90%) of those attending are employees of the district without approval of the Superintendent.

N. The negotiation team for both the Association and Board shall meet at mutually agreeable times and places in an effort to bargain a successor Agreement.

During the course of bargaining, should mediation services be needed, the parties will jointly contact Federal Mediation and Conciliation Service (FMCS).

### 3.2 Employee Rights

A. Employees shall have the right to organize, join, and assist the Association; to participate in professional negotiations with the Board through representatives of their own choosing; and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the quality of the educational program.

B. Nothing contained herein shall be construed to deny any employee his/her rights under the *Illinois School Code* of the State of Illinois or under other applicable laws and regulations. This paragraph shall not be construed to incorporate into this Agreement the *Illinois School Code* or any other law, regulation, or judicial decision grievable under this Agreement.

C. The Board shall not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason for his/her membership or lawful activity in the Association.

D. Individual employee contract or employment agreements issued to any new employee shall conform to the terms and conditions of this Agreement.

E. Employees shall be permitted to leave the building during lunch and/or break periods upon following the established sign-out procedures in that building.

F. If any hazardous conditions are found to exist, such conditions shall be reported immediately to the appropriate administrator. The administrator shall investigate the situation and shall take any measures (s)he deems appropriate. The employee will be notified of the administrator's final finding.

G. When any employee is required to appear before the Board, any Board committee, or any Administrator concerning any matter which could affect his/her employment, the employee shall be given reasonable prior notice of the reasons for such meeting and shall be entitled to have a representative of the Association present.

### 3.3 Employee Discipline

#### A. Fundamental Principles

1. The Board, Superintendent, or designee may discipline employees through verbal reprimands, written reprimands, or suspension with or without pay provided the discipline is not arbitrary or capricious.

2. The disciplinary actions and procedures found herein for non-probationary employees shall be subject to the grievance procedure.

3. The district recognizes the use of progressive discipline where appropriate for non-probationary employees.

4. When the Board, Superintendent, or designee determines that an employee's continued presence poses a threat to him/herself or to others, or poses a threat of disruption to the educational process, school officials may immediately take appropriate action to resolve such threat. Resolving the threat may require immediate attainment of information from the employee for the purpose of protecting student or staff safety, de-escalation, or resolution of the proposed threat.

5. No disciplinary action will be taken against an employee asserting his/her constitutional rights.

6. Written documentary evidence relating to the contemplated discipline shall be used as the basis for the discipline of a non-probationary employee when such documentation has previously been provided and discussed with the non-probationary employee.

#### B. Disciplinary Procedures

1. Before any disciplinary action is taken against an employee, the employee shall be informed in writing of the basis for possible discipline as soon as possible.

2. The employee shall have the right to a representative in any meeting scheduled by the administration that may result in discipline.

3. Before any suspension without pay or dismissal of a non-probationary employee, the Superintendent or designee shall conduct a fair and thorough investigation to determine if there is a reasonable basis for such action to be taken. Such investigation shall include a meeting with the non-probationary employee and his/her representative in order to provide the employee the opportunity to respond to the allegations against him/her. Any evidence that may be used as a basis for any suspension without pay or dismissal of a non-probationary employee shall be presented to the employee at least twenty-four (24) hours prior to meeting.

4. Before any suspension with pay of a non-probationary employee, the Superintendent or designee shall hold a meeting with affected employee and his/her Association representative. During the meeting, the employee will be provided with written reasons for the action being taken.

### ARTICLE IV

#### EMPLOYEE PROTECTION

4.1 The Board agrees to protect employees against death and bodily injury and property damage claims and suits, including the defense thereof, when damages are sought for negligent or wrongful acts committed in the scope of employment or under the direction of the Board. The employee has an obligation to report incidents which he/she may reasonably expect to result in possible litigation. The report shall be made in writing in accordance with the district form. The report shall be submitted to the building principal within one (1) school day subsequent to the occurrence of the incident. The principal shall sign the form to indicate receipt and shall provide a signed copy to the employee.

4.2 Any case of threatened or actual physical assault upon an employee shall be reported to the building principal in writing within one (1) school day subsequent to the incident. The Board shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The Board shall provide release time to the employee for all necessary appearances related thereto at

no loss of salary, benefits, or leave days for such absence from duties. Every effort shall be made to schedule those appearances at times when said employee is not involved in assigned student-related responsibilities. At the request of the employee, a representative of the Board will accompany and assist the employee at all proceedings.

4.3 The district shall render all reasonable assistance in aiding an employee to reclaim personal property loss suffered while performing duties. The Board will reimburse up to five hundred dollars (\$500) for any damage of eye glasses, contacts, or hearing aids caused by a physical intervention with a student that is within the scope of the employee's duties and provided that said damage is not caused by neglect or abuse of the employee. In order to seek this benefit, the employee must report said damage or destruction to the building principal and the assistant superintendent within two (2) work days of the physical intervention. A failure to report in a timely fashion waives the repayment obligation required under this paragraph.

4.4 The provisions of sections 4.2 and 4.3 above shall not apply to a claim by an employee that the administration reasonably determines not to be credible.

## ARTICLE V

### GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may arise concerning the application of this Agreement.

This procedure is a written and orderly method of available pursuit of redress from any alleged grievance and all parties agree that any proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.

#### 5.1 Definitions

A. Grievance shall be an allegation by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

B. Grievant is the person(s) or Association making the allegation.

C. Party of interest is any person who might be required to take action or against whom action might be taken to resolve the grievance.

D. Unless otherwise indicated, days, when used in this procedure, shall mean student attendance days during the academic year. Beginning with the end of the Spring Semester until the start of the Fall Semester, days, when used in this procedure, shall mean days when the District administrative office is open.

## 5.2 Procedures for Initiation and Processing of Professional Grievance

The grievance procedure shall be initiated within fifteen (15) work days of the incident giving rise to the grievance according to the following procedures:

### A. Informal Process

The parties hereto acknowledge that it is usually most desirable for a grievant and an immediately-involved supervisor to resolve problems through free and informal communications. Therefore, prior to any submittal of a formal grievance, but within fifteen (15) work days of the incident giving rise to the grievance, an informal conference shall be held. The request for an informal grievance conference shall be clearly stated.

When requested by the grievant, an Association representative may accompany the grievant to assist in the informal resolution of the grievance. After the informal conference, the immediately involved supervisor will investigate and consider the facts as alleged in the conference and will respond within fifteen (15) work days as to his/her findings on the matter. In the event that the immediately involved supervisor determines that an informal meeting would serve no beneficial purpose, (s)he may, within three (3) work days after the request for the meeting, notify the grievant or the Association representative in writing that (s)he waives the right for the meeting. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:

### B. Step One: Principal

The grievant may, within ten (10) days of the administrator's response to the informal process, or ten (10) working days from the date of the administrative notification if no response is received, present the grievance in writing to the immediate supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievance will contain specific statements as to the nature of the alleged contract violation(s), the contract section(s) alleged to have been violated, remedy sought, and other pertinent information related to the grievance. The grievant may be present for the meeting and may be accompanied by the Association representative. The immediate supervisor shall provide a written answer to the grievance with a copy to the grievant and the Association within five (5) days after the meeting. This answer shall include the reasons for the decision. If an informal meeting has been held, the grievant and the immediate supervisor may mutually agree to refer the grievance directly to Step Two without holding a Step One meeting.

### C. Step Two: Superintendent

If the grievance is not resolved at Step One to the satisfaction of the grievant, the grievant may refer the grievance in writing to the Superintendent or his/her designee within five (5) days after the receipt of the Step One answer or within ten (10) days after the Step One meeting if the Principal does not answer. The Superintendent or his/her designee shall arrange for a meeting to take place within ten (10) days of the receipt of the appeal. The grievant, an Association representative, and all other parties of interest may be present for the meeting.

Each party shall have a right to include in his/her representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Superintendent or the designee shall provide a written answer to the grievance, with copies to the grievant and the Association, within ten (10) days after the meeting. This answer shall include reasons for the decision.

D. Step Three: Binding Arbitration

If the grievance is not resolved at Step Two to the satisfaction of the grievant, or the time limit expires without the issuance of the Superintendent's or designee's written reply, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) which shall act as the administrator of the proceedings, provided the use of such Rules shall not be construed as to limit in any manner the right of the Board to assert the non-arbitrability of any grievance before the arbitrator provided herein and/or before any court of competent jurisdiction. If a demand for arbitration is not filed within thirty (30) days of the date for the Superintendent or designee to respond under the provisions of Step Two, then the grievance shall be deemed withdrawn.

1. The arbitrator shall have no power to alter the terms of this Agreement. The arbitrator shall be strictly limited to deciding only the issue(s) presented to him/her by the Board and the Association. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the agreement.
2. The arbitrator is empowered to include in his/her award financial reimbursement and other remedies within his/her legal authority.
3. Each party shall bear the full costs for its representation in the arbitration hearing. The costs of the arbitrator and the AAA shall be divided equally between the parties.
4. If either party requests a transcript of the proceedings, the party shall bear the full costs for that transcript and the cost of a copy of the transcript if such shall be requested by the arbitrator. If both parties order a transcript, the costs of the two (2) transcripts and the cost of the arbitrator's copy of the transcript shall be divided equally between the parties.
5. Grievances will be arbitrated in sequential order determined by their initiation at Step One described above.

The Board shall take action upon the award of the arbitrator not later than ten (10) days following the receipt of the recommended award.

### 5.3 Bypass to Step Two

A. If the grievance is based upon an action (or absence thereof) of the Superintendent or of the Board, the grievance may be initiated at Step Two. An informal meeting shall be held prior to the filing of a written grievance with the Superintendent or his/her designee.

B. If the Association and the Superintendent agree, any step including the informal meeting of the grievance procedure may be bypassed and the grievance brought directly to the next step.

### 5.4 Association Participation—Employee Represented

The Board acknowledges the right of an Association representative to participate in the processing of a grievance. No grievant shall be required to discuss any grievance if the Association representative is not present.

### 5.5 Association Participation—Employee Not Represented

When an employee is not represented by the Association, on its request, the Association shall have the right to have its representative present to state its views at all stages of the grievance proceedings.

### 5.6 No Reprisals Clause

No reprisals of any kind shall be taken by the Board or the administration against a grievant because of his/her participation in this grievance procedure.

### 5.7 Released Time

Should the processing of any grievance require that a grievant or an Association representative be released from his/her regular assignment, he/she shall be released without the loss of pay or benefits. The processing of grievances shall require the administration to schedule hearings.

### 5.8 Filing of Grievance Documents

All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

### 5.9 Withdrawal of Grievance

A grievance may be withdrawn or settled at any level without establishing precedent.

### 5.10 Informal Discussion with Supervisor

Nothing contained herein shall be construed as limiting the right of any aggrieved person from discussing the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided that such resolution conforms to

the terms of this Agreement. The Association will be provided notice of any such adjustments.

## ARTICLE VI

### PROFESSIONAL DUES DEDUCTION AND FAIR SHARE

6.1 The Board shall deduct from the pay of each employee all current membership dues of the Association, including the Illinois Education Association and the National Education Association, provided that at the time of such deduction there is in the possession of the Board a current or continuing membership written authorization form for dues deduction, executed by the employee, and provided the amount to be deducted from each paycheck shall be the same. Such authorization shall specify the amount of dues to be deducted from each employee's salary. Such authorization cards shall be furnished by the Association.

6.2 An employee employed on or before the start of the school term may authorize dues deduction by having presented an authorization card to the Board on or before October 1. The amount specified by the Association will be prorated and deducted from the biweekly paychecks beginning in October and ending in June.

6.3 Any employee employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board. Such deduction to commence within thirty (30) calendar days of the authorization.

6.4 On receipt of a written notification from an employee of revocation of the employee's dues deduction authorization, the Board will notify the Association in writing of such dues deduction revocation. The revocation shall be implemented in the payroll period following the payroll period in which notice is received.

6.5 All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after such deductions are made.

6.6 In the event any employee commences a legal action against the Board in a court or administrative agency because of the Board's compliance with this article, the Association and its affiliates agree to defend such action, at their own expense and through counsel of their own choice, provided:

A. The Board gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party; and

B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at any state, hearing, or argument of said legal action.

6.7 The Association and its affiliates agree that in any such action they will save, indemnify, and hold harmless the Board, its members, employees, and agents from any

liability for damages and costs imposed by a final judgment of a court or administrative agency.

6.8 It is expressly understood and agreed that the defense and indemnification covenants that are expressed herein shall not apply to any claim, demand, or suit which may arise as a result of any type of willful misconduct by the Board (other than any necessary action required to be performed by the Board in this article); however, such defense and indemnification covenants shall not protect the Board in any grievance pursuant to this Agreement which solely alleges a violation on the part of the Board of the provisions of this article.

## ARTICLE VII

### EMERGENCY SCHOOL CLOSING

When the schools and school offices are officially closed by the Superintendent or designee, no leave days previously arranged by an employee will be deducted for such emergency days. Notwithstanding any other language in the contract to the contrary, Custodians and Food Service Drivers shall report to work on emergency closing days unless directed by administration or their direct supervisor that they do not need to report. If there is a State of Emergency declared which prohibits driving, the employee shall notify his/her immediate supervisor and may use a personal day or vacation time provided the employee has such time available.

## ARTICLE VIII

### MANAGEMENT RIGHTS

8.1 The Board retains and reserves the ultimate responsibility for proper management of the school district conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including but not limited to the responsibility for the right:

A. To maintain executive management and administrative control of the school district and its properties and facilities and the proper activities of its employees.

B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, required training, and the conditions for their continued employment, their discipline or dismissal or demotion, their assignment, and to promote or transfer all such employees. The Board shall not require an employee to attend more than one (1) training program per school year (may involve multiple days) outside of normal work hours.

C. To subcontract bargaining unit work, provided the Association is given the opportunity to bargain the decision and impact of the decision to subcontract.

D. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

E. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching material, and the utilization of teaching resources of all kinds.

F. To determine hours of work; class schedules; the hours of instruction; and the duties, responsibilities, and assignments of employees with respect thereto; and non-classroom assignments.

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

## ARTICLE IX

### NO STRIKE/LOCKOUT

#### Uninterrupted Service

The Association agrees, in accordance with Illinois law, not to strike or engage in a work stoppage during the term of this agreement. Any picketing shall be done in a lawful manner. The board agrees that it will not lock out any employee during the term of this agreement.

## ARTICLE X

### EFFECT OF AGREEMENT

10.1 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

10.2 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

## ARTICLE XI

### LEAVES

#### 11.1 Sick Leave

Each employee shall be entitled to the number of sick days as set forth below:

<u>Length of Work Year</u>	<u>Base Days Annually</u>
Part-Time Employees Less than 600 Hours per Year	2
Part-time Employees 600 or More Hours per Year	10
9 Month Full-Time Employees	
1-5 Years of Service to District	12
6-10 Years of Service to District	13
11 or More Years of Service to District	14
10/11 Month Full-Time Employees	13
12 Month Full-Time Employees	15

Sick leave shall accumulate to the maximum permitted to be exchanged for service credit by IMRF, excluding the leave granted for the current year. Unused accumulative sick leave which is not eligible for reporting to IMRF shall be eligible for reimbursement at a rate of \$25 per day up to a maximum of 35 days. This payment shall be made to the employee as post-retirement severance pay forty-five (45) days after the receipt of his/her final paycheck.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, birth, adoption, or placement for adoption. Sick leave can be used for a doctor's appointment. Sick leave shall be applicable to a pregnant employee not on leave who is ill due to her pregnancy.

Immediate family for these purposes is defined as spouse, civil union partner, children, brother, sister, parents, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or guardian.

Sick leave shall not be applicable to surgical or other procedures which may be postponed without serious medical effect to the summer months or a school holiday or vacation period provided that such postponement has the concurrence of the employee's regular physician and provided that such postponement does not cause additional expense for the employee.

Sick leave shall be prorated for employees hired with less than a full term of employment in the employee's first year of employment.

The Board may require a physician's certificate 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 after an absence of three (3) days for personal illness or as it may deem necessary in other cases. Under no circumstances shall the Board make unreasonable requests of employee to produce such documents.

Sick leave benefits, as herein provided, are to be credited at the beginning of each school year. If the contract is not fulfilled, appropriate deductions from the final pay will be made for any employee who leaves or terminates their contract early and has utilized more than the credited number of leave days. Said deduction to be made on a prorated basis.

Each employee shall be allowed to use thirty (30) days of his/her accumulated sick leave for the birth, adoption, or placement of a child for adoption. In cases of adoption or placement for adoption, the Board may require that the employee provide evidence that the formal adoption is underway.

After thirty (30) days of paid sick leave, the Board may require evidence to support the need for additional leave.

#### 11.2 Personal Business Leave

The Board shall grant each employee two (2) days leave per school year at full pay which can be used for personal business. Such leave may be granted as half days, defined as fifty percent (50%) of the normal workday. Personal business leave shall be used only for matters which cannot be handled during non-school days or hours. Available personal leave may be used for the observance of recognized holiday of the employee's faith. Unused personal leave shall accumulate as sick leave. The appropriate form must be used in all cases. It shall be filed with the Superintendent or his/her designee at least forty-eight (48) hours in advance except in emergencies when it may be filed at a later time together with an explanation of the emergency.

An employee may request approval of the conversion of up to two (2) sick days into personal business leave days upon exhaustion of the original personal business day allotment. Such a request must be filed with the Superintendent or his/her designee at least forty-eight (48) hours in advance except in emergencies. Such a request must be accompanied by an explanation of the need for the additional personal business leave days.

Except in an emergency situation, no more than two personal business leave days may be used consecutively. A request to use more than two personal business leave days must be accompanied by an explanation of the emergency.

The first and last two (2) weeks of school, the day immediately preceding or following a legal holiday or school recess, or an institute and/or school improvement day shall not be utilized for a personal business leave day, except in case of an emergency, for observance

of a recognized religious holiday of the employee's faith or to complete affairs at an educational institution of higher learning which the employee has been attending. Any denial of such a personal leave request shall be accompanied by a statement of reasons therefore. Any grievance of the denial of personal leave shall, at the option of the grievant, be pursuant to the Expedited Arbitration Rules of the American Arbitration Association.

As an exception to the above, ten (10) Employees per holiday, selected on a first-come first-served basis, may utilize a personal business day on the school day immediately preceding or following a school holiday without having an emergency reason for such use. The following restrictions shall apply:

- A. This exception shall not apply to the Thanksgiving holiday, nor the winter or spring breaks.
- B. An individual employee may use this exception one (1) time in any single school year.
- C. An employee must submit notice of such use two (2) weeks in advance.

### 11.3 Parental Leave

Unless eligible for a paid FMLA leave, a parental leave shall be granted without pay to non-probationary employees as follows:

- A. A non-probationary employee who is pregnant or who has just delivered a child shall be entitled to a parental leave. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in an emergency, shall give such notice at least sixty (60) calendar days prior to the date on which her leave is to begin. She shall include with such notice a physician's statement certifying her pregnancy and the expected date of delivery. Failure to give such notice shall terminate the obligation of the Board to such employee with respect to the granting of parental leave. Such leave shall be subject to all of the applicable notice and other requirements of the proceeding sub-paragraphs.
- B. A non-probationary male employee shall be entitled to a parental leave of absence. Said employee shall notify the Superintendent in writing of his desire to take such leave and, except in an emergency, shall give such notice at least sixty (60) calendar days prior to the date on which his leave is to begin. Such leave shall be subject to all of the applicable notice and other requirements of the proceeding sub-paragraphs. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered.
- C. Parental leave may also be granted to any non-probationary employee who adopts a child provided the employee notifies the Superintendent in writing at the time application for adoption is made and otherwise complies with all of the applicable notice and other requirements of the proceeding sub-paragraphs. The leave shall commence no earlier than the date the child is delivered to the employee or the date the employee commences travel to accept the child.

D. Employees returning from parental leave shall resume duty only at the beginning of the school year or the beginning of the semester provided the Superintendent may waive this sub-paragraph in individual instances for the benefit of the employee and/or students when the employee and Superintendent, or his/her designee, are in agreement.

E. Written notification of intent to return to the system shall be made to the Superintendent by the employee at least six (6) months prior to the scheduled date of reemployment provided this sub-paragraph shall not apply to any parental leave of less than six (6) months' duration.

F. Before returning from parental leave, the employee shall submit evidence from a physician to the Board of Education that she is in physical condition to perform the duties of her school position.

G. Any employee granted parental leave who has completed six (6) months or more of the school term prior to his/her leave shall be considered to have completed a full year for purposes of advancement on the salary schedule.

H. Parental leave will be granted for a maximum period of one (1) year. The Board will consider an additional full-year leave request for those employees who commence their parental leave during the last forty-five (45) calendar days of the school term.

I. A parental leave shall be granted without pay to a probationary employee for a maximum of twelve (12) weeks if she/he qualifies as provided by the *Family and Medical Leave Act*.

J. Nothing in this parental leave section is intended to limit the right of an employee to the use of sick leave during a period of pregnancy-related disability whether or not she also takes an unpaid parental leave.

K. All employee benefits shall be suspended during a parental leave of absence, except as provided in the *Family and Medical Leave Act*. An employee on parental leave may make arrangements to continue major medical, dental, and health insurance coverage during the term of the parental leave at his/her own expense.

#### 11.4 Unpaid Leave of Absence

A non-probationary employee may apply for, and the Board shall consider and may grant, an unpaid leave of absence in accordance with the terms and conditions of the then current Board policy. The Board shall retain the right to grant or deny an unpaid leave of absence in accordance with Board policy. All employee benefits shall be suspended during an unpaid leave of absence, except as provided in the *Family and Medical Leave Act*. An employee on unpaid leave under this paragraph may make arrangements to continue major medical, dental, and health insurance coverage during the term of the leave at his/her own expense.

### 11.5 Continuation of Insurance

An employee may continue medical and dental insurance during periods of unpaid leave. Such continuation of insurance shall be at the employee's own expense except where otherwise provided by the *Family and Medical Leave Act*.

### 11.6 Family and Medical Leave Act

A. Employees are entitled to leave according to the terms of the Family Medical Leave Act subject to the following provisions:

Definitions as used in this Section:

1. "Eligible Employee" means an employee who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
2. The term "academic terms" means the fiscal year, July 1 to the following June 30.
3. The term "equivalent position" shall mean a position that is virtually identical to the employee's former position in terms of pay, benefits and working conditions, including privileges, perquisites, and status. It must entail substantially equivalent skill, effort, responsibility, and authority.
4. Other terms shall be as defined in the Family and Medical Leave Act and rules and regulations as promulgated by the United States Department of Labor.

B. Eligible employees shall be granted leave during any academic terms for one or more of the following reasons:

1. The birth of a child and to care for the newborn child within one year of birth;
2. The adoption of a child or the placement of a child for adoption or foster care;
3. To care for an adopted or foster child with a serious health condition;
4. To care for a spouse, son, daughter, or parent who has a serious health condition;
5. A serious health condition that makes the employee unable to perform his/her job;
6. Due to any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty); and
7. To care for a covered service member with a serious injury or illness (military care giver leave).

C. Duration:

Leaves requested for the purposes listed above shall be granted for a total period of twelve (12) work-weeks unless a leave of shorter duration is requested by the eligible employee or unless the employee is, by virtue of another section of this Article, entitled to a leave of longer duration.

Leaves requested for the purpose listed in Section B7 above shall be granted for up to a total of twenty-six (26) work-weeks of unpaid leave during any twelve (12) month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. The twelve (12) month period shall be measured forward from the first date of qualifying leave.

The Board shall not require an employee to use available paid sick, vacation and/or personal leave for absences covered by the Family and Medical Leave Act. The Employee may, however, choose to do so.

D. Notification

If leave is requested under B1 or B2, the eligible employee shall provide the Superintendent at least thirty (30) calendar days' written notice before the date the leave is to begin. Where, due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early notice as practicable.

When leave is requested under B3, B4, or B5, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent or his/her designee at least thirty (30) calendar days' written notice before the leave is to begin. Where, due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early notice as practicable.

E. End of Academic Term

The District may apply the FMLA's special rules regarding limitations on leave during the end of an academic term, as per 29 CFR 825.802.

F. Repealer

In the event the Family and Medical Leave Act is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

G. Amendments

In the event of any amendments implemented, FMLA will be applied in accordance with the law.

## 11.7 Bereavement Leave

Up to five (5) days of non-cumulative bereavement leave per occurrence will be granted to each employee who is eligible for sick leave benefits to attend the funeral of any relative who is considered immediate family. Immediate family for these purposes is defined as spouse, civil union partner, parents, or children. Up to three (3) days of non-cumulative bereavement leave per occurrence can be used by each employee who is eligible for sick leave benefits in the event of the death of a brother, sister, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, niece or guardian. Bereavement days are non-convertible and do not roll over to the following school year. Up to three (3) days of non-cumulative paid bereavement leave per fiscal year will be granted to each employee who is not eligible for sick leave benefits to attend the funeral of any relative who is considered immediate family as defined herein. Additional bereavement leave must have the permission of the Superintendent or his/her designee and an employee's accumulated sick leave days must be used for the additional leave. The Board may require a death certificate or other reasonable proof of death as it may deem necessary.

## 11.8 Sick Leave Bank

Membership in the sick leave bank shall be voluntary and limited to employees. Each member of the sick leave bank must contribute one (1) sick leave day from his/her own sick leave accumulation in order to become a member of the sick leave bank. Employees who retire from the district may donate to the sick leave bank any accumulated sick leave days which have not been used by the employee and for which the employee has not received compensation from the Board. In the event that all days in the sick leave bank are used and the bank is therefore depleted, each member of the sick leave bank will have one (1) additional sick leave day deducted from his/her accumulated sick leave.

Employees may withdraw days from the sick leave bank for personal illness or that of the employee's spouse, parent, or child. The illness which underlies the request to withdraw days from the sick leave bank must be verified in writing by a physician and must be of sufficient seriousness that the employee is expected, but is not required, to be absent from work for a total of at least ten (10) working days from the onset of the illness. The Sick Leave Bank Committee may require periodic reports from the physician in order to approve continued withdrawal of days from the sick leave bank.

Prior to withdrawing any days from the sick leave bank, an employee must have exhausted his/her accumulated sick leave and personal business leave.

In the event a decision is made to dissolve the sick leave bank, any days remaining in the sick leave bank shall be distributed to employees who are then members of the sick leave bank.

The sick leave bank shall be administered by the ACME Sick Leave Bank Committee. This committee shall be composed of employees appointed by the ACME president subject to approval of the ACME Executive Board. The Sick Leave Bank Committee may establish such rules as are necessary to maintain the sick leave bank for the benefit of all

its members so long as such rules are consistent with the terms of this section of the Agreement. The Sick Leave Bank Committee shall make reports to the ACME president and the Payroll Department at least quarterly and such report shall include the disposition of each request to withdraw days from the sick leave bank.

#### 11.9 Vacation Leave

A. 12 month employees shall be entitled to vacation leave as follows beginning each July 1<sup>st</sup>:

<b>Length of Employment</b> Defined as years of service in District	<b>Monthly Accumulation</b>	<b>Maximum Vacation Leave Earned Per Year</b>
Less than 1 year	0.83 days	10 days prorated
Beginning of year 1 to end of year 2	0.83 days	10 days per year
Beginning of year 3 to end of year 5	1.25 days	15 days per year
Beginning of year 6+	1.67 days	20 days per year

Regular full-time employees are allowed to carry over a maximum 10 vacation days annually. Vacation balances in excess of 10 days may be converted to sick days provided that such conversion is permitted by the Pension Code and/or regulations of IMRF and further that said conversion does not result in any additional payments and/or penalties from the District. Any employee transferring from a ten (10) month position to a twelve (12) month position in the middle of a school year shall have their days pro-rated based upon the date the employee begins in the twelve (12) month position.

Vacation days must be entered into ERMA (Employee Relations Management Assistant information system, hereinafter referred to as ERMA), upon receipt of the request for vacation days, the supervisor must notify the employee within five (5) business days whether the request is approved or denied. Employee requests will be given preference in the order of receipt.

Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation. Used or unearned vacation days will be deducted from the final paycheck.

Custodians shall be eligible to take a vacation at any time throughout the year with the exception of the two (2) weeks prior to the start of the school year and during the two (2) weeks after the end of the school year, on institute days and/or school improvement days or if twenty percent (20%) of employees within their category in their building are on vacation. In order to take a vacation leave of three (3) consecutive work days or greater, two (2) weeks' notice must be provided. Under no circumstances shall a vacation in excess of ten (10) consecutive work days be permitted.

The Board and the Association agree that any identified employees in a separate MOU who have switched into a 12-month position within the last three (3) years will be entitled to the additional vacation days based upon their full years of service in the District.

#### 11.10 Reporting of Absences

All employees will use an online/electronic management system maintained by the District ("the System")\_to report all district absences, including but not limited to sick leave, personal leave, vacation leave, bereavement leave, and professional development days. Absences which are required to be requested in advance must be entered into the System so that they may be approved.

If an ACME member is absent from work due to sickness, the employee is required to log the absence(s) into the System as soon as possible and ideally prior to the day off but under no circumstances more than 48 hours of the time that the employee returns to work so that their attendance is correctly recorded. The use of the System does not replace the requirement to notify the building administrator and/or supervisor for an absence per site or departmental procedures.

If ACME members have difficulty understanding how to use the System to report absences, they should report this difficulty to their immediate supervisor. Training will then be set up to demonstrate the use of the System to report absences. ACME members who have misplaced their username or password to the System\_should request this information from the payroll department.

#### 11.11 Schedule Modification

A Schedule Modification may be permitted when attendance at any of the events below provided that attendance is approved by the Building Principal and the employee works the event in addition to his/her normal work hours. If the below days are worked a Schedule Modification will be permitted on an early release day designated by the Administration. The events for purposes of this paragraph are as follows:

- a. Parent Teacher Conferences in the month of November which occur outside of scheduled work hours and which is at least three (3) hours.
- b. Mid-Year Parent Teacher Conferences which occur outside of scheduled work hours and which is at least three (3) hours.
- c. Attendance at a school sponsored event which is not an extra duty assignment and where the employee is expected to perform work such as "Literacy Night", "Parent Workshop/University" or "Back to School" provided that the event is at least three (3) hours.

Only one of these events may be used for this purpose for each employee during each school year.

## ARTICLE XII

### WORK-RELATED INJURY

In the event employees lose working days due to injury from assault while performing their duties, such loss will not be deducted from sick leave. In other cases of work-related injury, employees shall have one-third (1/3) of a sick leave day deducted for each day of absence, shall receive full pay from the district, and shall sign over to the district any Workmen's Compensation Insurance payment for wages only received during the period of any such sick leave use.

## ARTICLE XIII

### EMPLOYMENT CONDITIONS

#### 13.1 Probationary Period

A new employee shall be denominated a "probationary" employee. The probationary period shall begin on the first day of employment and end ninety (90) work days later. The probationary period may be extended for an additional thirty (30) work days provided that the employee is given written notice of the actions to be corrected and/or procure and provide all necessary documentation required for employment in order to successfully complete the probationary period, a copy of which is to be provided to the Association President. Having completed the probationary period, such employee shall be a non-probationary employee. During an employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the Board without recourse to the grievance or arbitration procedure.

#### 13.2 Seniority

Seniority is the length of the employee's continuous service with the District, within the respective category of position, starting with the first day on which duties are performed. When two (2) or more employees have the same length of seniority based upon the first day of duties performed, the tie shall be broken by reverting back to the actual date of hire. The actual date of hire shall be defined as the date on which the employee signed the New Employee Status Notification Form. In the event that more than one (1) employee has the same actual date of hire, seniority among them shall be determined by lot. Seniority credit shall be computed on the basis of the number of days of seniority that an employee accrues according to the following criteria:

A. Seniority is lost upon the following:  
Resignation  
Dismissal  
Retirement

B. Seniority is retained but shall not accrue during the following:

Unpaid leave of absence

Layoff

Transfer to a District job in a new category

C. Seniority continues to accrue during the following:

Paid leave of absence

Temporary disability (IMRF)

FMLA Leave of Absence, for any portion of the leave for which paid leave is voluntarily used by the employee.

D. By February first (1<sup>st</sup>) of each year, the Board shall publish a seniority list which is prepared according to the provisions herein.

E. The following categories of position shall pertain to seniority:

- Health Staff
- Paraprofessional
  - Teacher Assistant
- Student Supervisors
  - Library Media Aide
  - ISS Supervisor
  - Study Hall Supervisor
  - Testing Center/Online Lab Instruction Lab Supervisor
- Food Service Manager, Excluding High School Food Service Manager
- Food Service Worker
- Food Service Driver
- Head Custodian, Excluding High School Head Custodian
- Custodian
- Lead Security Officer
- Security
- Clerical, Excluding District Office Clerical
- Technical Theater Director

### 13.3 Reduction-in-Force and Recall

If, in the opinion of the Board, it is necessary to honorably dismiss, layoff, or reduce the number of employees or hours of work, the Board shall utilize the following procedures:

A. The Board shall first implement any such changes as to probationary employees in the category of position before the employment status of any continuing employee in a category of position is so changed. In implementing this provision, the Board shall lay off probationary employees before reducing the hours of continuing employees. Employees shall be laid off in reverse order of seniority within the category of position.

B. Employees on layoff shall maintain a current address and phone number in the office of the Director of Personnel. Employees on layoff shall be reinstated to a position in their former category of position, where qualified to hold such position, where within the employee's former category of position the Board increases the number of employees, and/or where a vacancy occurs for any reason (such as when the Board grants a leave of absence or an employee resigns and the Board decides that a replacement is needed). Employees shall be recalled in reverse order of their layoff. If an employee fails to respond to an offer of recall within seven (7) calendar days, the employee will be deemed to have waived any further right to recall.

C. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and seniority, will be restored to the employee upon his/her return to active employment, and the employee will be placed on the salary schedule for the current position on the basis of the employee's previous experience.

#### 13.4 Assignments and Transfers

A. Each Employee shall receive notice of his/her tentative assignment for the following school year no later than the last student attendance day of the school year.

B. The Board and the Association are committed to a fair and consistent process to fill vacancies. A vacancy shall be defined as a newly created position or one that is not filled. In the event the Board determines that a bargaining unit position is to be filled, notice of such an opening shall be posted electronically and will be sent by e-mail to all ACME employees. Such posting shall contain no less than the following: Position title, location, start date, job description (including minimum requirements), hours (if applicable) and to whom application should be submitted. Except in case of emergency, notice of such vacancy or newly created position shall be posted for at least five (5) workdays prior to filling the position. Employees shall be eligible to apply for transfer to any vacant or newly created position for which she/he is qualified. An employee who wishes to be considered for such position shall provide written notice to the Human Resources Department via the appropriate application procedure by the due date included on the posting. All qualified employees who submit a letter of interest will receive consideration. Any employee who submits such notice shall be notified when the position is filled and whether or not (s)he was appointed to the position. Such notice may be electronic, written, or verbal, as determined by the hiring administrator and the Board. In the event the Board determines that a vacancy is not to be filled, the Association will be notified by the vacancy being removed from the electronic application system.

C. In making transfer decisions, the Department of Human Resources shall consider the employee's seniority in the district, other work experience, job evaluations, education, and training. Transfer decisions shall not be subject to the arbitration provisions of the grievance procedure.

D. Except as part of a reduction in force or as part of a disciplinary action, no employee shall be involuntarily transferred to a lower-paying position.

E. Non-probationary employees who are transferred into a new position shall not be subject to a new probationary period based upon the transfer.

### 13.5 Evaluation of Employees

A. Each probationary employee shall be evaluated in writing by an administrator at least one (1) time during the probationary period.

B. A non-probationary employee shall be evaluated in writing by an administrator at least once each school year. After five years within the district non-probationary employees who, on their last evaluation, have received an overall excellent rating, shall be evaluated in writing by an administrator at least once every two years. If the performance of the employee becomes less than satisfactory, the evaluating administrator must inform the employee of specific performance concerns in writing and must notify the employee of the administration's decision to commence the evaluation process immediately. Once the employee's performance deficiencies have been corrected, the employee shall be evaluated by an administrator at least once every two years.

C. The written evaluation shall be reviewed with the employee during a scheduled post-evaluation meeting, and signed prior to the evaluation being placed in the employee's personnel file. The employee's signature on the evaluation merely indicates that the evaluation was reviewed with the employee and that the employee has received a copy. The employee's signature does not necessarily indicate agreement with the evaluation.

D. An employee may write a response to his/her evaluation. If the employee does write a response, it shall be attached to the evaluation in the personnel file. If the employee chooses to write a response, the response must be received within thirty (30) calendar days of the receipt of the employee's evaluation.

E. If any deficiency is noted in the written evaluation, the evaluator will provide job specific suggestions as to how the employee might remedy the deficiency.

F. Teacher input may be solicited for the evaluation of any teachers assistant with whom a teacher has a direct working relationship. No teacher shall be considered the teacher assistant's sole evaluator.

G. No later than September 30, or within the first month of employment in the case of employees hired after the beginning of the school year, each employee shall be informed of who will serve as the employee's evaluator, the form, and process to be used for the employee's evaluation.

H. Each year representatives from the administration and from the Association may meet to review the evaluation form and system used in the evaluation of employees. Among the issues that may be discussed will be mutually acceptable evaluation tools that are relevant to the performance of each position being evaluated, including the criteria for obtaining excellence. Until a change is agreed to, the current evaluation tool and process remains in place.

### 13.6 Dispensing of Medications

Except for administration of first aid in an emergency situation, no employee, other than Health Staff, shall be required to dispense medication to students.

### 13.7 Extra-Duty Positions

Employees shall be considered for extra-duty assignments not filled by teachers in the district according to the following procedure:

A. All building principals shall post, on an annual basis, a list of all teacher extra-duty positions in the district. Employees may notify the Building Principal or his/her designee in writing of the positions for which they desire to be considered. When any extra-duty position has not been filled by teachers, the Building Principal or his/her designee will interview for the position those employees who have submitted a written notification of their desire to be considered for the position and who are qualified to hold it. Employees who are interviewed for extra-duty positions shall be notified in writing of the decision of the Building Principal or his/her designee.

B. Employees shall be compensated for extra-duty assignments at the appropriate stipend rate, (without TRS), as designated in the CMEA/Board of Education Contract.

C. Bus duty and lunchroom supervision are not extra-duty assignments. Employees will not receive additional compensation for bus duty which occurs during work hours. Employees who agree to perform lunchroom supervision for one semester or one year will be compensated at the same rate listed in the CMEA contract [work for only one semester will be prorated].

If an employee is required by the supervisor to give up his/her duty-free lunch or duty-free lunch and break period, they will be paid an hourly rate listed below:

Daily Rate— 45-Minute Duty	Daily Rate— 30-Minute Duty
\$22.50	\$15.00

The above rates do not include the employer's contributions for Social Security, Medicare, and IMRF but do include employee contributions for the same.

Each elementary and middle school principal shall develop a bus duty schedule for his/her building. In addition to deans and assistant principals, all teacher assistants, security staff, and in-school suspension supervisors, in each elementary and middle school building shall be assigned bus duty daily, within their normal workday. If the number of bus duty assignments needed at a school is fewer than would be filled by teachers assistants, security staff, and in-school suspension supervisors, each being assigned once daily, all teachers assistants, security staff, and in-school suspension supervisors, may be assigned on a schedule of less than once per day each, but in no

event will any teachers assistants, security staff, and in-school suspension supervisors be totally exempt from bus duty assignments unless no such assignments are needed at a particular school.

D. An employee working as an extracurricular ticket taker and gatekeeper, or other activities related to an athletic event these workers shall be compensated at the rate of \$25.00 an hour. If the district increases the rate paid to non-association members for these same positions, the adjusted rate will be paid to ACME members who provide these services as well. Employees performing a strictly supervision role at an extracurricular event will be paid in conformity with Section 13.7(B).

### 13.8 Retirement Incentive

Any employee who has at least fifteen (15) years of full time service in District 201U and is 55 years of age may give the Board an irrevocable notice of intent to retire by August 1, four years prior to the year of their final year of employment; the Board, in turn, shall pay him/her a 6% retirement incentive in each year for the next four years of service instead of the annual increases he/she would have received based upon this agreement and then the employee must retire and their employment with the district will be terminated. Once an employee submits an irrevocable notice of intent to retire by August 1, that employee paid pursuant to this Section and not any other provision in this Agreement. If, after submitting an irrevocable notice of intent to retire by August 1 and the employee resigns from their job, or is dismissed for cause from their job, the retirement incentive of an annual 6% increase for four years will end upon termination of employment.

Those employees who qualify for the retirement incentive shall not be permitted to continue medical and dental insurance on Board Provided policies after the date of retirement, but shall receive a post-retirement severance payment of \$4,000 per year for up to four (4) years, or at the end of the 48<sup>th</sup> month after retirement following the date of retirement. This post-retirement severance benefit shall terminate at the end of the 48<sup>th</sup> month after the date of retirement, or at age Medicare eligibility, whichever comes first. Said post retirement severance payment shall terminate in the same month of death of the employee should the employee die prior to the end of the 48<sup>th</sup> month after retirement. Employees who terminate employment for any reason prior to completion of the full four (4) year retirement incentive shall not receive the post-retirement severance payment of \$4,000 per year for up to four (4) years as provided herein.

To the extent permitted by law, to be eligible for the Retirement Incentive provided by this paragraph 13.8, the employee must submit his/her irrevocable notice of intent to retire by August 1 four (4) years prior to the first year that the employee will become eligible for an IMRF retirement pension (*i.e.*, for those employees first becoming an IMRF employee before January 1, 2011: age 55 and at least 8 years of IMRF service; for those employees first becoming an IMRF employee after January 1, 2011: age 62 and at least 10 years of IMRF service) and will have at least fifteen (15) years of full time service in District 201U. Any employee who fails to submit his/her irrevocable notice of intent to retire as provided, shall not be eligible for the retirement incentive provided by this paragraph 13.8.

If, after submitting an irrevocable notice of intent to retire by August 1 and the employee is dismissed for cause from their job, the employee will not qualify to receive the post-retirement severance pay outlined in this agreement. The employee shall have no actual or constructive right to the receipt of said post-retirement incentive until retirement under this Retirement Incentive.

## ARTICLE XIV

### WORKING CONDITIONS

#### 14.1 Work Year and Workday

A. The normal work year for employees shall be as follows:

Position	Regular Days Worked
Teacher Aides	180
Library Media Center Aides	190
Library Media Center Aides with same day travel requirements	200
Custodians	260
Head Custodians	260
Food Service Staff	180
Food Service Driver	260
Food Service Managers	180
Security	180
Lead Security Officer	180
Secretaries (10 Months)	200
Secretaries (12 Months)	260
Health Staff	180

An employee may be requested to work days before or after the normal work year set forth above. If the employee agrees to such request, the employee shall be paid at his/her normal hourly rate for any such added days of work.

B. The normal workday for teacher assistants shall be seven and one-half (7 1/2) hours per day.

Included in the normal workday specified above is a 30 (thirty)-minute, unpaid, duty-free lunch period for each employee.

Provided a break is not prohibited by an emergency, two (2), fifteen (15)-minute, paid breaks shall be included in the normal workday for employees whose workday is seven and one-half (7 1/2) or more hours per day. One (1), fifteen (15)-minute, paid break shall be included in the normal workday for employees whose normal workday is less than seven and one-half (7 1/2) hours per day.

If agreed to by the employee and the administration, an alternative workday schedule may be implemented for an employee at the employee's request. The Association president shall be informed of any such altered work schedules.

The Board reserves the right to set the starting times and ending times of each employee's workday. Where practical, the Board shall provide at least two (2) weeks' notice to an employee prior to a permanent change in the employee's work schedule after the start of the school year.

C. Generally, no employee shall be required to work on a school emergency day, nor on a Saturday or a Sunday. Exceptions include, but are not limited to custodians, security, Food Service Drivers and technical theater director whom are expected to work on such days. The following procedure may be implemented by the Administration:

1. The extra work, or work due to an emergency shall first be offered to the employee(s) whose normal worksite is impacted by the situation.
2. If that employee(s) is not available, the work shall then be offered, in seniority order, to others in the same employment category who are able to do the work.
3. If the number of employees who agree to do the work is not sufficient to accomplish the work, the Administration may require employees to work on a school emergency day or on a Saturday or Sunday. Such requirement shall be rotated among the employees starting with the least senior employee in the employment category affected.

#### 14.2 Overtime

A. An employee shall be paid at one and one-half (1 1/2) times his/her normal hourly rate for any work which exceeds forty (40) hours in a work week. For purposes of this section, a work week shall be considered to be Monday through Sunday. Any overtime must be pre-approved by an appropriate administrator verbally followed by written confirmation, which may include email.

1. Overtime, when possible for custodial employees, will be offered on a rotating basis, beginning with the most senior qualified employee within the affected job classification and building and the process set forth herein will first be followed to secure volunteers for such work.
  - a. When the need for overtime is determined, the overtime will be offered to the employee listed first on the seniority list for that job classification and building provided that no specialized training is required to perform the tasks necessitating the overtime. If the overtime is accepted, the employee's name will be moved to the bottom of the rotation list. If the overtime is not accepted or there is no contact with the employee after an attempt by the District, the District will contact the next person on the rotation list. Any employee who does not accept an overtime assignment will remain on the rotation list in the position as if the overtime had not been offered. The failure of an employee to accept three (3) consecutive requests to perform overtime will be placed at the bottom of the rotation list.

b. Should the above process not produce sufficient volunteers to ensure that work is completed, the administration may then mandate employees to work overtime in reverse order of seniority within the building and classification. Once an employee is mandated to work overtime and completes such an overtime assignment, the employee's name will be to the bottom of the rotation list.

c. Each employee must provide the District with the phone number at which he/she wishes to be contacted for overtime no later than August 1 of the school year, or within five (5) days of any change in the phone number. If the District attempts to contact the employee at the provided number and no actual contact with the person is made, the District may keep a log of that contact and offer the overtime to the next employee in the seniority rotation.

d. Should a particular task require specialized training to perform, only those staff members properly and completely trained in the completion of the specialized task shall be eligible for overtime (voluntary or required) to complete the task.

B. Any security or custodial employee called back to work after his/her regular shift shall be guaranteed a minimum of one hour.

C. All overtime worked shall be payable at the close of the pay period immediately following the time worked.

#### 14.3 Substitution

A. Only employees who hold a substitute or teaching certificate shall be asked to substitute and provide instruction in lieu of a licensed employee and will be paid at the same rate as District 201U teachers for performing internal substitution. This payment shall be in lieu of, not in addition to, the employee's regular wages for the time spent in internal substitution. The district will also pay the TRS contribution when an employee is asked to substitute in a teacher position.

B. Efforts shall be made so that under normal circumstances, no employee shall be required to substitute for an employee in a different building.

C. Any employee not regularly assigned to the positions of Head Custodian or Food Service Manager and who is required to perform these services as a substitute shall receive a \$2.00 per hour increase for each hour worked after first working ten (10) consecutive days in such position.

D. Employees who are directed to fill in for absent employees with responsibilities substantially differing from those of the substituting employee shall receive the training necessary to perform the needed functions of the position substituted. The employee will not be evaluated based upon work performed in a substitute role. The District acknowledges that performing substitute duties may result in primary delay or stoppage.

#### 14.4 Storage of Personal Effects

The administration shall identify a location in each school where employees may store their coats and other personal possessions during the school day.

#### 14.5 Teaching a Class

Employees will not be asked to teach a new lesson to a class and will not be expected to write their own lesson plans.

#### 14.6 Employee Handbook

The administration and representatives from the CMEA and ACME will annually review the employee handbook for possible revisions before the final work day of each school year. CMEA and ACME participation in the annual review of the handbook would be advisory in nature unless any policy in the handbook conflicts with the CMEA's or ACME's contract. Each employee will receive an employee handbook and will be required to acknowledge the receipt of the handbook by signing the acknowledgement-receipt-page.

#### 14.7 The District Keyless Entry System

Each building has a keyless entry system for the purposes of proper access control and safety. Building employees will be given a proxy key card to enter and leave the building. All employees must follow the procedures established by the Administration in each building for the use of the proxy keyless system.

#### 14.8 TrueTime/Time Keeping Systems

A. TrueTime magnetic card devices have been installed at each building's main entrance as well as at other building entrances commonly used by employees for easy access. Employees will be required to swipe the magnetic cards using the TrueTime devices each time they enter or leave any of the District buildings. Employees will not be required to swipe the cards during lunches and breaks as long as they remain inside the building.

B. In place of using the magnetic cards, employees will have the option to record their attendance by logging in and out of the TrueTime system utilizing District computers.

C. The TrueTime system will automatically record employees' attendance by creating electronic timesheets for payroll purposes. Electronic timesheets will be submitted to payroll at the end of each work week after being approved by the appropriate supervisor. Employees may choose to review their timesheets for accuracy of records prior to them being submitted for processing; however, there is no obligation on the part of any employee to do so.

D. The TrueTime system will track employees' entering and leaving buildings, but such activity will not automatically impact employee's hours worked or their pay. The TrueTime

system will be adjusted as needed to allow employees sufficient time to "clock-in" at the beginning of their shift without penalty for waiting in line to use the system, provided that the employee entered the line prior to their work start time.

E. All employees will be issued one magnetic card free of charge. If a magnetic card is lost, stolen, or destroyed, it will be replaced at no cost to the employee one time only. Replacement cost for additional cards beyond the initial card and the one-time replacement card will be five dollars (\$5.00). If a magnetic card malfunctions at any time, it will be replaced at no cost to the employee.

F. The employee will have the choice to pay for the replacement card by check, cash, or payroll deduction. If cash or check payment is not received at the time of replacement, the District will deduct the cost for the card through payroll deduction.

G. Employee training on the use of magnetic cards, access to the system through district computers and viewing and submitting of electronic timesheets will be conducted by the District during workhours. Employees will be granted a thirty (30) day grace period to become accustomed to the system. The thirty (30) day grace period will commence the day after the training has been conducted.

#### 14.9 Dress Guidelines

The Board and the Association wish to cultivate a work environment that exemplifies respect and professionalism.

Employees will comply with the district's dress code as stated in the District's employee handbook, except as found below.

The Board will require an employee to wear a uniform in the following positions and shall provide uniforms to the employee set forth below through a third-party vendor which will furnish the required shirts, trouser pants, headwear and jackets:

A. Food Service Staff – Short-sleeve polo shirt with District insignia, visor and trouser pants.

B. Custodians – Short or long-sleeved collared shirts with District insignia and trouser pants.

C. Security Staff – Short or long-sleeved collared shirts with District insignia, trouser pants and a cap.

Those employees whom the Administration deems necessary may be provided with jackets and/or coats.

In addition, employees assigned to work with Pre-K students shall wear a smock. These employees will be provided three (3) smocks at the commencement of employment and one (1) additional smock per school year if there is damage to a previously provided smock at the discretion of the immediate supervisor.

Any additional replacement uniform items will be at the cost of the employee unless determined otherwise by the Superintendent or designee. All uniforms shall be returned to the District and/or any third-party vendor upon termination of employment.

#### 14.10 Educational Biography

Each ACME member may post their educational biography on the district's website within the first 30 calendar days of the school year. The resume may include educational background, work experience, educational philosophy, and a photo of the ACME member. The ACME member's educational resume will be approved by the principal prior to posting it on the district website.

#### 14.11 Mileage Reimbursement

All approved district mileage shall be reimbursed at the IRS approved mileage rate. This provision includes, but is not limited to mileage between assigned buildings on the same day. An employee shall use a district vehicle, to the extent a district vehicle is available, for travel outside of the district.

#### 14.12 Holidays

Unless the District receives a waiver of modification of the *School Code* allowing it to schedule school on a holiday listed below, twelve (12) month employees will be paid, but will not be required to work:

- New Year's Day (plus day before or after)
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Casmir Pulaski's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (plus day after)
- Christmas Day (plus day before or after)

The district may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Employees must work the last scheduled day before a holiday and the first scheduled work day following the holiday to be eligible for holiday pay unless the time off on these days has been excused with pay (e.g. vacation and sick leave).

Only regular full-time employees are eligible for full holiday pay. Temporary employees are not eligible for holiday pay.

If a designated holiday falls within an employee's vacation period, the holiday is not considered a vacation day.

#### 14.13 Pupil Discipline

In accordance with state statute, employees shall not use corporal punishment. An employee may use force as is necessary to protect himself/herself from attack or to prevent injury to a student, district employee, or school visitor.

#### 14.14 Sign Out Procedures

During the work day, employees will sign out when leaving the building and follow the procedure established by the administration of each building.

#### 14.15 Employee Safety

- A. Any employee who is the victim of a battery while performing his/her duties should report the matter to the employee's immediate Supervisor. The immediate Supervisor will share any reports submitted under this provision to the Superintendent or his/her designee in a reasonably prompt fashion.
- B. A committee comprised of two (2) Association and two (2) District appointees shall meet annually to discuss professional development and training opportunities for security personnel.

## ARTICLE XV

### FRINGE BENEFITS

#### 15.1 Health Insurance

Employees shall be offered health insurance through the district's Consumer Driven Health Plan. The Board shall pay the cost of individual employee coverage for each insured employee.

Where both spouses are employees, they may elect to have an amount equal to two (2) individual premium payments applied to family coverage for health insurance not to exceed the total cost of a family policy.

Any change in the rate charged for health insurance shall be implemented as of September 1 and shall be reflected on the first paycheck in September for those employees who have elected family coverage.

Open enrollment will be in May of each year.

Coverage begins on the first day of the month after an employee commences employment.

A District Health Insurance Committee composed of two (2) Board members, four (4) administrators and/or employees not within a bargaining unit, and three (3) members of ACME and three (3) members of CMEA. The Committee shall meet as needed thereafter to review available health insurance options and make nonbinding recommendations to the Board of Education regarding policy revisions, benefit revisions, and defined contribution revisions.

#### 15.2 Life Insurance

At no cost to the employee, the Board shall provide ten, eleven, and twelve-month employees fifty thousand dollars (\$50,000.00) of term life insurance. For employees earning more than \$50,000 annually, the Board shall provide life insurance in an amount equal to one (1) times the employee's basic earnings, rounded to the next higher \$1,000. The Board shall provide all other employees twenty thousand dollars (\$20,000.00) of term life insurance.

#### 15.3 Dental Insurance

The Board agrees to pay the full cost of the district's dental insurance plan for each employee. Where both spouses are employees, they may elect to have an amount equal to two (2) individual premiums applied to family dental insurance coverage.

In no case shall the Board reduce the level of dental insurance coverage below that provided during the 2018-2019 school year.

#### 15.4 New Employees' Insurance

Employees new to the district will be covered by all Board-provided insurance no later than one (1) month after initial employment.

#### 15.5 Salary Reduction

Those employees who elect dependent or PPO coverage as per the terms and conditions of the insurance plan may, at that time, elect that the Board remit for him/her during said school year to the insurance carrier a sum equal to the unpaid portion of the premium for the coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due an employee in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the employee pursuant to the Collective Bargaining Agreement.

The employee shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death or birth of the insured dependents, change in marital status, or change in employment status of a spouse.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the employees as set forth above are deemed excludable for the employees' gross wages; and as such, the Association and each individual employee shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, action, complaints, suits, assessments, or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

#### 15.6 Retirees' Insurance

Retired employees may purchase dental insurance from date of retirement until age 65 at their own expense. Retired employees covered by Board-provided medical insurance upon retirement may continue that coverage at their own expense in accordance with Section 367j of the *Illinois Insurance Code*, or its successor. All notice regarding continuation of this medical insurance coverage shall be made in accordance with said Section 367j.

Employees must notify the district of their intent to purchase medical and/or dental insurance no later than August 31 in the case of a retirement at the end of the school year or no later than the last day of Board-paid insurance in the case of mid-school year retirements.

## ARTICLE XVI

### SALARY AND PAYROLL PROCEDURES

#### 16.1 Payroll Checks

A. A payroll check shall be regularly issued bi-weekly on Friday. Each employee shall be paid in equal payments. All employees shall receive their annual compensation over a 12-month period except that 9, 10 and 11 month employees who begin employment after September 1 in a given year may pro-rate their payments in equal installments through June 30 in their first full year of employment.

B. All employees shall be paid by direct deposit. However, employees have a right to receive paper checks at no cost to the employee. All employee payroll information shall be available to employees for viewing on ERMA. Should the employee desire a printed pay stub, an agreement must be signed before August 30<sup>th</sup> to pay an annual fee of \$100.00. The annual fee to produce the printed pay stubs will be taken out of the employee's 1<sup>st</sup> check in September to pay for the cost of producing printed pay stubs for a period of one year. The agreement must be renewed each year. Once the agreement is signed, the decision is irrevocable for a period of one year.

## 16.2 Payroll Deductions

The Board shall deduct from the pay of each employee such amounts as the employee shall authorize for payment to an appropriate Credit Union provided the amount to be deducted shall be the same in each pay period; that the employee authorizing such deduction shall, if requested, execute a hold harmless clause in favor of the Board; and that each employee shall authorize no more than one (1) such deduction during the school term. The amounts deducted will be transmitted within the pay period following deduction.

## 16.3 Advancement on Salary Schedule

Hold all salary schedules in abeyance for the duration of the contract. No step movement.

An employee who was employed at least one (1) full semester during the previous school year shall be eligible to advance to the next step of the salary schedule the following school year. An employee who was employed less than one (1) full semester shall remain on the same salary step the following school year. (Note: For purposes of first implementing the salary schedules in January 2002, an employee shall be considered employed during first semester if employed on or before January 31 of the first school year employed.)

## 16.4 Salary Schedules

All employees other than those whose salary is set forth under the Retirement Incentive shall receive the following annual increases.

- A. 2022-2023 \$4.50 per hour increase over 2021-2022 regular salary.
- B. 2023-2024 \$0.65 per hour increase over 2022-2023 regular salary.
- C. 2024-2025 \$0.65 per hour increase over 2023-2024 regular salary.
- D. 2025-2026 \$0.65 per hour increase over 2024-2025 regular salary.
- E. The starting salary for each classification of employee shall be as set forth herein:

Classification	2022-2023	2023-2024	2024-2025	2025-2026
Teacher Assistant	\$17.50	\$18.15	\$18.80	\$19.45
Clerical	\$17.50	\$18.15	\$18.80	\$19.45
Custodian	\$17.50	\$18.15	\$18.80	\$19.45
Head Custodian (Elementary/MEC)	\$20.00	\$20.65	\$21.30	\$21.95
Head Custodian (Middle School)	\$21.50	\$22.15	\$22.80	\$23.45
Food Service Worker	\$16.50	\$17.15	\$17.80	\$18.45
Food Service Driver	\$17.50	\$18.15	\$18.80	\$19.45

Food Service Manager (Elementary/MEC)	\$20.00	\$20.65	\$21.30	\$21.95
Food Service Manager (Middle School)	\$21.50	\$22.15	\$22.80	\$23.45
Security Officer	\$20.00	\$20.65	\$21.30	\$21.95
Lead Security Officer	\$22.00	\$22.65	\$23.30	\$23.95
LPN	\$31.00	31.65	\$31.30	\$31.95
RN	\$49,669	\$50,299	\$50,929	\$51,559
Technical Theater Director	\$23.50	\$24.15	\$24.80	\$25.45

F. Newly hired employees may receive a twenty-five cent (\$0.25) per hour increase in the starting salary for previous work experience in a similar position up to a maximum of five (5) years.

G. Any RN hired who also holds the appropriate licenses and/or certifications to perform a medical review for IEPs and Section 504 determinations shall receive an additional One Thousand Five Hundred Dollars (\$1,500).

H. Employees who earn a transfer and/or promotion into a higher paying classification, except Food Service Manager, Head Custodian, or Lead Security Officer, shall be paid the starting salary or a \$0.50 per hour increase from their current salary, whichever is greater.

I. A compensation sub-committee will be formed with members appointed by the Association and District. The sub-committees shall provide findings and document them by the end of January 2025 or prior to the commencement of bargaining for a successor agreement and, if appropriate, make recommendations. The committee cannot bind the Association or the Board with respect to its recommendations.

J. Employees who are promoted to the positions of Food Service Manager. Head Custodian, or Lead Security Officer shall receive a \$2.00 per hour increase over their current salary, or the starting salary for the position, whichever is greater.

#### AIDES' STIPENDS

Library/Media Center/In-school Suspension Supervisors/Study Hall Supervisors:

With Teacher's License..... \$1.50/hour

Without Teacher's License..... \$1.10/hour

Health Aide..... \$3.00/hour

High School Graduation Coordinator- The parties recognize that the employee responsible for performing these functions may be required to work overtime from time to time in order to fulfill the functions of this position. If overtime is needed, the employee shall request overtime work in conformity with the language of the CBA.

## 16.5 403 (b) Plan

The Board shall retain a third party administrator to assist with developing and implementing a 403(b) Plan which complies with the rules and regulations of the Internal Revenue Service. The third party administrator shall seek letters of interest from current 403(b) vendors used by employees of the Board and determine, in consultation with the Association and the Board, which vendors will be available to employees under the new 403(b) Plan. The Board shall also retain a consultant to manage tax compliance issues for its 403(b) Plan. The cost of administering the 403(b) Plan will be the responsibility of the employee participants and not the Board.

## 16.6 Professional Development

A. The Board will consult with the Association regarding professional development opportunities to be provided to staff during each work year but the final determination regarding what professional development will be provided shall remain within the sole discretion of the Board.

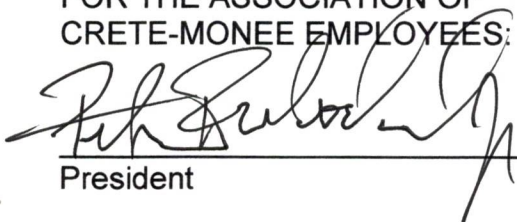
## ARTICLE XVII

### DURATION

This Agreement shall be effective upon the first day of the 2022-2023 school year. This Agreement shall continue in effect until the day preceding the commencement of the 2026-2027 school year.

- 2022-2023
- 2023-2024
- 2024-2025
- 2025-2026

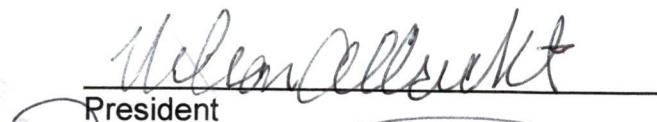
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CRETE-MONEE EMPLOYEES:

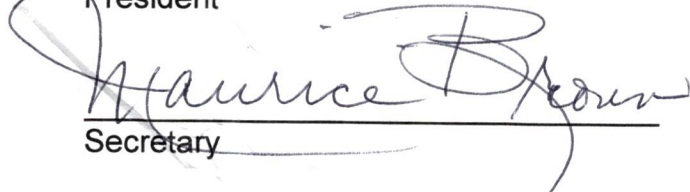
  
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President

  
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FOR THE BOARD OF EDUCATION:

  
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President

  
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Secretary

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Date