

JULY 1, 2023 - JUNE 30, 2027

AGREEMENT

BETWEEN

THE GLEN ELLYN SCHOOL DISTRICT 41
BOARD OF EDUCATION

and

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

Local 1334

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PREAMBLE

This Agreement has been made and entered into by and between the Board of Education of GLEN ELLYN SCHOOL DISTRICT 41 (hereinafter referred to as the "Board" or "Employer"), and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO, for and on behalf of Local 1334 (hereinafter referred to as "Union") representing certain staff employees of the Board identified herein.

Both parties mutually agree that their objective is for the good and welfare of the Board and Union members alike. The Board and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public, the School District 41 community and fellow employees.

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time support staff employees including the following titles:

Non-Instructional

- Administrative Assistant for TLA
- Buildings & Grounds Secretary
- Accounts Payable
- Payroll Clerk
- School Administrative Assistant
- School Secretary
- Health Aide
- Library Media Aide
- Multilingual Home School Liaison

Instructional

- Special Education Aide, certified
- Special Education Aide
- ELL/Bilingual Aide, certified
- ELL/Bilingual Aide
- Instructional Aide
- Instructional Aide, certified
- Reading/Math Assistant
- Reading/Math Assistant, certified

Custodial

- Custodian (Day and Night)
- Head Custodian
- Food Server

Maintenance

- Courier
- General Maintenance 1 and 2
- Maintenance Electrician
- Maintenance HVAC

Such recognition is pursuant to IELRB No. 97-RC-0015-C as amended and shall include all employees in such unit. Excluded employees are:

- Executive Assistant to the Superintendent
- Administrative Assistant/Superintendent
- Administrative Assistant/FFO
- Administrative Assistant/HR
- Registrar
- Building Manager
- Fiscal Services Coordinator
- Human Resources Specialist

and all other supervisory, managerial or confidential employees as defined by the Illinois Educational Labor Relations Act and all other employees excluded by the Act.

ARTICLE 2. MANAGEMENT RIGHTS

It is agreed that the Union and the employees will cooperate with the Board to liberally construe this Agreement to facilitate the School District's efficient, flexible and uninterrupted operations. The Union recognizes that all management rights, functions, powers, and responsibilities belong solely to and are exclusively vested in the Board except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to full and exclusive control of the management of the School District and the administration thereof; and the direction of the working forces, including (but not limited to) the right to hire, or suspend, discipline, or discharge, to lay off for lack of work or for any other legitimate reason; to classify, transfer and assign work, within or outside the bargaining unit; promote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and personnel of the District's operation; the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number, utilization and kind of personnel and how they shall be employed, and the quality and quantity of workmanship and work required to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Board, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3. UNION RIGHTS

Section 1. Union Activity During Work Time

Employees shall not conduct Union business on their work time, unless otherwise authorized by the Superintendent or designee for such purposes as grievance investigation and processing and labor/management meetings or unless otherwise expressly provided for in this Agreement. Employees engaged in Union business authorized by the Superintendent or designee or by this Agreement during the work day shall be paid at their regular rate of pay.

Section 2. Access to Premises by Union Representatives

Duly authorized officials of the Union will be permitted reasonable access to District facilities during normal working hours after following notice and security requirements generally applicable to visitors. Meetings with bargaining unit employees will be held on duty-free times, unless otherwise agreed to by the Superintendent or designee.

Section 3. Union Bulletin Boards

The Employer shall provide bulletin board space in the staff workrooms at each school, the Administration Center, and also in the maintenance area at the Middle School. The items posted shall pertain to Union business and shall not be political, partisan, defamatory or personal in nature. A copy of all materials shall be given to the Superintendent, prior to posting.

Section 4. Distribution of Union Literature

During non-work hours, employees shall be permitted to use the District's internal mail system, including electronic mail (subject to Acceptable Use Policy), for distribution of Local Union material. The Union agrees to hold the District harmless for any and all use by the Union of the District's internal mail system.

Section 5. Union Meetings on Premises

The Board shall make available meeting rooms for Union meetings, provided that such meetings are held during non-work hours, and do not unduly interfere with the normal operation of the District and further provided that any additional maintenance, custodial or other expense incurred is paid by the Union.

Section 6. Union Orientations

Each newly hired bargaining unit employee shall be scheduled for an orientation at a time mutually agreeable to the Superintendent or designee and a representative of the Union. The orientation shall be provided by a representative of the Union. Unless otherwise agreed between the Superintendent or designee and the Union representative, the orientation shall take place on duty free times during the regular workday with no loss of pay to the employees involved.

Section 7. Time off for Union Activities

A total of eight (8) days paid leave per year will be allowed for attendance by employees at State and International Conventions of the Union and training sessions sponsored by the Union, provided that: a) such absences shall not unreasonably interfere with the operating needs of the District; b) the Union President gives notice to the Superintendent of such absences and the employees who will be absent at least fifteen (15) working days in advance of the absence; and c) no more than four (4) employees are absent for this purpose at any given time.

Section 8. Seniority Roster/ Personnel Transactions

The District shall give the Union President annually a seniority roster, which will contain the names, job classifications and date of hire of all bargaining unit employees. To the extent permitted by law, the District shall also provide annually to the Union President the information the Union reasonably needs for its internal recordkeeping and reporting. The Union shall indemnify and hold the District harmless against any claim, suit or liability arising from any action taken by the District in complying with this section.

The District will forward to the Union President, periodically, all personnel transactions involving the bargaining unit including hiring, promotions, layoffs, long-term leaves and returns to active status, reclassifications and transfers.

Each pay period, the District will forward to the Union President and the Union Council office copies of the AFSCME deduction register.

Section 9. District 41 Updates

The School Board shall furnish the Local Union President with the following:

- a) notice of any regular or special board meetings;
- b) minutes of the above meetings, after they are approved by the Board, and with the understanding that confidential material will be excluded;
- c) any reports that are given to the Board in open session;
- d) revisions of personnel policies that are applicable to this bargaining unit.

Section 10. Union Membership, Dues Deduction and Indemnity

Union membership is voluntary. All employees covered by this Agreement who are members of the Union on the effective date of this Agreement or who become members of the Union after such date shall have Union dues deducted from the employee's paycheck in accordance with the remaining provisions set forth herein. Employee requests to authorize, revoke, cancel or change authorization for payroll deductions for Union dues shall be provided to the Union.

The Employer agrees to deduct dues and voluntary P.E.O.P.L.E. contributions from the pay of those employees who individually request, in writing on authorization cards furnished by the Union, that such deductions be made. The Employer shall remit the aggregated deduction of all employees on a monthly basis to the Union at the address designated in writing by the Union to the Employer.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this section, and in addition to the Union's indemnity obligations with respect to dues deduction under the Illinois Educational Labor Relations Act, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- a) The employer gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and
- b) The employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both the trial and all appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this section. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this section.

Section 11. Non-discrimination for Union Activities

The District shall not interfere with, or discriminate against an employee, in the exercise of their legal rights to participate in, or refrain from, concerted activity. No union member will solicit membership during their working hours.

ARTICLE 4. GRIEVANCE PROCEDURE

Section 1. Grievance

- a) A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Employer alleging that there has been a violation, misinterpretation or misapplication of an expressed written provision of the Agreement.
- b) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees.

Section 2. Grievance Steps

Step 1. Immediate Supervisor/Principal

Any employee or the Union shall submit the grievance in writing to the immediate supervisor/principal, specifically indicating that the matter is a grievance under this Agreement. A meeting to discuss the grievance will be scheduled if requested. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fifteen (15) days from the date of the occurrence of the event first giving rise to the grievance or within fifteen (15) days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The immediate supervisor/principal shall render a written response to the grievant and the local union within fifteen (15) days after the grievance is presented.

Step 2. Superintendent's Level

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the Union to the Superintendent or designee within ten (10) days from the receipt of the answer or the date such answer was due.

Within ten (10) days after the grievance is presented at Step 2, the Superintendent or designee shall meet with the parties in an attempt to resolve the grievance.

The Superintendent or designee shall give a written response within fifteen (15) days following the meeting.

Step 3. Arbitration

If the Union is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service. If a demand for arbitration is not filed with FMCS within thirty (30) days of the date for Step 2 answer, then the grievance shall be deemed withdrawn and waived.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Management rights and prerogatives not specifically and expressly abridged by this Agreement are not subject to arbitration. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him/her by the parties. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision and/or award which is contrary to or inconsistent with, in any way, applicable state or federal laws, or rules and regulations of state or federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Board of Education under law and applicable court decisions. Any decision and/or award of the arbitrator shall be final and binding upon the Employer, Union and the employee(s) grieving.

Section 3. Time Limits

- a) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice or precedent. Failure to advance a grievance shall constitute withdrawal of it.
- b) The time limits set forth must be strictly adhered to, unless they are extended in writing by mutual agreement of both parties.
- c) Failure of the grievant or Union to meet any time limit shall bar any further processing of the grievance. Failure of the Administration to act in a timely manner shall permit the grievance to be advanced to the next step of the procedure.
- d) Union stewards will be permitted by the Superintendent or designee a reasonable amount of time without loss of pay during non-work time to investigate and process grievances where this does not disrupt the operation of the District. Upon request by a Union steward or the Union President to the Superintendent or designee, consideration shall be given to allowing such time to take place during work time where reasonably necessary to have access to involved bargaining union members.

Section 4. Advanced Grievance Step Filing

Certain issues, which by their nature are not capable of being settled at the preliminary steps of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may, by mutual agreement between the parties, be filed at the appropriate advance step of the Grievance Procedure.

Section 5. Grievance Meetings

The grievant, Union officer and an AFSCME Staff Representative, where appropriate, will be present at any grievance meeting. The meeting will be held during non-work time unless otherwise authorized by the Superintendent or designee. No employee shall suffer a loss in pay, or be eligible for overtime payment, due to participation in any grievance meeting.

ARTICLE 5. LABOR-MANAGEMENT COMMITTEE

In order to have a regular and consistent means for forthright communications and problem solving, the Board and the Union agree to a forum for labor relations through a District level group referred to as a Labor Management Committee known as "Two on Two". The group shall use a collaborative approach to attain common goals through continual quality improvements that are aligned to District and building goals. The group shall address both contractual and non-contractual issues for the good of the stakeholders.

The Labor Management Committee shall be composed of the Superintendent, the Assistant Superintendent of Human Resources or other designee of the Superintendent, the Union President and Vice President. The Council 31 staff representative may attend at his/her discretion, as may the School District's attorney at the invitation of the Superintendent.

The group shall establish a consistent meeting schedule which includes meeting at least once per month outside of the workday as much as possible. Regularly scheduled meetings may be canceled or rescheduled by agreement as appropriate. Agendas shall be jointly prepared for meetings.

ARTICLE 6. CONTINUOUS IMPROVEMENT

Commitment to a Process of Continuous Improvement through Teams for Excellence

It is the mission of the Board, the Administration and the Union to be advocates for children and to provide the highest quality educational programs and services through a program of continuous improvement. The Board, the Administration and the Union will devote their best efforts to achieving this goal: (1) through a professional learning community characterized by a collaborative environment of shared vision, vocabulary, data, expertise, experience, inquiry, and respect; and (2) through the structure and process of the Continuous Improvement Team ("CIT") and Building Leadership Teams ("BLT"), collectively "the Teams for Excellence" or "the Teams." It is expected that the structure and process of the Teams, as set forth below, will be examined on an ongoing basis under the leadership of the Continuous Improvement Team, with appropriate modifications recommended by the Continuous Improvement Team to the Board and the Union for approval. Also, it is expected the operations of the Teams will include training, professional development and orientation of new members, collaboration, communication and a practice of plan, implement, measure and revise. The Chief Communications Officer may participate in any of the Teams as needed in order to best communicate the work of the District.

The composition, operation and responsibilities of the Teams for Excellence are described below:

A. Continuous Improvement Team ("CIT").

1. CIT Purposes and Responsibilities. The primary purpose of the Continuous Improvement Team is to give employee groups a voice in, and shared responsibility for, recommendations and decisions made for the continuous improvement of student achievement in alignment with the Board's "Strategic Plan" and the Administration's "Strategic Goal Areas (SAGs) and Action Steps" in support of the Strategic e Plan. To effectively achieve this purpose, the responsibilities of the CIT will include:

- Monitor the Strategic
- Monitor and recommend adjustments to the SAGs and the action steps
- Determine Professional Development for all employee groups based on data-informed decisions
- Monitor data to ensure effectiveness and implementation of the professional development
- Ensure there is a feedback loop from the CIT to the BLT and the BLT to the CIT
- Communicate decisions to district stakeholders (Board, GEEA, AFSCME, Administration, Community)

2. CIT Membership. The membership of the Team will be as follows:

- (a) The Board of Education President (or an alternative Board member in the absence of the designated Board President);
- (b) one of the GEEA ("GEEA" or the "Association") Co-Presidents (or an Executive Board member in the absence of the President) and three additional GEEA
- (c) members selected by the Co-Presidents if needed and in consultation with the Superintendent;
- (d) the AFSCME President (or an Executive Board member in the absence of the President) and one additional AFSCME member selected by AFSCME;
- (e) the Superintendent (or other central office designee of the Superintendent in the absence of the Superintendent);
- (f) the Assistant Superintendent for Human Resources;
- (g) the Assistant Superintendent for Teaching and Learning;
- (h) a Building Principal (or other building administrator in the absence of the

- (i) principal) from each of the District's school buildings;
- (j) the BLT Co-Chair from each of the District's school buildings.

Additional staff and resource members can be invited to attend meetings and/or assigned to perform special projects on an as-needed basis as determined by the consensus of the CIT.

It is important to the successful operation of the CIT that the persons designated above actually attend all CIT meetings, except in extraordinary circumstances in which the alternative person designated above may attend. The Association or AFSCME may remove and replace one or more of its designated members for non performance, including absenteeism.

3. CIT Term of Service. Except for the AFSCME representatives designated by AFSCME, the term of service of the AFSCME members of the Team will be for so long as they hold their respective positions. The term of service of the AFSCME designated members shall be one or two school years as determined by AFSCME. Terms shall begin and end at the last meeting of the Team for the school year, which shall serve as a transitional meeting.
4. CIT Operation. The Superintendent and the Association Co-President shall serve as Co-Chairs of the Team. The Team will meet not less than six times per year on the first Thursday during the months of September, October, December, February, April and June for two hours each meeting. Additional meetings may be called by the Co-Chairs as they determine necessary, to be held, if reasonably possible, on the second Thursday of the months designated above. Meetings of sub-groups may be scheduled by the Co-Chairs including during off months or during the summer with the consensus of the subgroup. A Central Services Office administrator or designee shall give notice of meetings, keep attendance records, record and file minutes which reflect the discussions, recommendations and actions approved by consensus of the Team. Notices of all meetings and minutes shall be posted on the District's internal webpage. Typically, recommendations by Team members for agenda items are due to the Co-Chairs on the Monday preceding the next meeting and the agenda will be published and posted on the District's internal webpage by the day preceding the meeting.

CIT members, other than the Administrative and Board members, will be paid \$100.00 per each two-hour meeting actually attended. The Association Co-Chair shall receive an additional \$500.00 stipend per year paid in three installments in November, March and May.

B. Building Leadership Team ("BLT").

1. BLT Purposes and Responsibilities. The primary purposes and responsibilities of the Building Leadership Team shall be to:
 - (a) provide regular updates through the Co-Chairs to the CIT on progress towards achieving goals set forth in the school improvement plan and the school-based SAGs;
 - (b) discuss, provide and facilitate leadership for the implementation of the school improvement plan both for the building and grade/department level;
 - (c) serve as grade/department level liaison in leading the development of grade/department level action steps that align with the building level school improvement action steps;
 - (d) provide leadership and assistance with grade/department level and school-wide data analysis;
 - (e) assist in identifying professional development needs for the grade/department

- level and building, based in the school improvement plan initiatives;
- (f) assist in communicating the progress of the school improvement plan and Action Steps;
- (g) function in a manner consistent with the Superintendent's Building Leadership Team Guidance document.

2. BLT Membership. The membership of the Elementary Teams will be as follows:

- (a) one teacher designated by the Association from each of the following grade levels:
 - 1. Early Childhood
 - 2. Kindergarten
 - 3. First Grade
 - 4. Second Grade
 - 5. Third Grade
 - 6. Fourth Grade
 - 7. Fifth Grade
 - 8. Special Education (including Resource Teachers)
- (b) two special teacher (Art, music, PE, digital media, FLES, EL, AEC and Coaches) designated by the Association;
- (c) up to two (with the consensus of the team) additional GEEA staff nominated by the principal, from all staff;
- (d) at least one representative, up to a maximum of two, from the support staff designated by AFSCME;
- (e) the Principal;
- (f) the Assistant Principal.

The Membership of the Hadley Team will be as follows:

- (a) one Department Leader from each department (Exploratory, Foreign Language,
- (b) Literacy, Math, PE, Science, Special Education, Social Studies) who shall also manage their respective departments, including such responsibilities as administration of the department budget and planning and chairing department meetings;
- (c) up to four additional GEEA staff designated by the Association from the
- (d) following: Gifted, Counselors, ENL, LLC, Nurse, Social Worker, Psychologists, Speech and Language Pathologists, Specialists;
- (e) at least one representative, up to a maximum of two, from the support staff
- (f) designated by AFSCME;
- (g) the principal;
- (h) the assistant principals.

Additional staff and resource members can be invited to attend meetings and/or assigned to perform special projects on an as-needed basis as determined by the consensus of the BLT.

- 3. BLT Term. The term of the Administrative and Department Team Leader members shall be for so long as they hold their respective positions. The term of the other members of the Team shall be one or two years as determined by the Association or AFSCME, beginning with the first meeting of the school year (July 1 – June 30) and extending through the last meeting of the school year.
- 4. BLT Operation. The Team shall be led by Co-Chairs, consisting of the Principal or the

Assistant Principal, in the Principal's absence, and an Association Team member designated by consensus of the Teams. The principal and the Association Co-Chair shall preside at all meetings and collaboratively prepare agendas for meetings. The principal or designee will give notice of the meetings, keep attendance records and prepare and distribute minutes to the Team and a summary or minutes to the staff which reflects the discussions, recommendations and actions approved by consensus of the Team.

It is important to the successful operation of the BLT that the persons designated above actually attend all BLT meetings, except in extraordinary circumstances in which the alternative person designated above may attend. The Association or AFSCME may remove and replace one or more of its designated members for non performance, including absenteeism.

The Team shall meet for two hours on the third Thursday of each month from September through May, with up to four additional meetings as determined by, and at the call of, the Co-Chairs. By consensus of the Team, any monthly meeting may be held for one hour on the third and fourth Thursdays of the month in lieu of the two-hour meeting for that month.

Team members other than Administrators shall be paid \$100.00 for each two-hour meeting attended, or \$50.00 for each one-hour meeting attended. With the approval of the Co-Chairs, the Association or AFSCME may designate an alternate to attend a meeting who shall be paid in lieu of, and on the same basis as, the absent member.

Additionally, the Hadley department team leader shall be paid a \$500.00 stipend per year for their departmental work paid in three installments in November, March and May.

Additionally, the BLT Association Co-Chair shall be paid a \$500.00 stipend per year paid in three installments in November, March and May.

ARTICLE 7. EMPLOYEE INVOLVEMENT COMMITTEE

Before making a final decision to contract out for bargaining unit services, the Board will consider a report/recommendation from an Employee Involvement Committee ("EIC"), discuss the report/recommendation with the Committee and meet, through its negotiating teams, to discuss the report/recommendation and issues related to contracting out. Unless otherwise agreed, the EIC will consist of up to six representatives selected by the Union and three representatives selected by the Board. The Committee shall meet at reasonable times and places to identify cost saving improvements in the methods of providing the services in question by employees of the bargaining unit and to estimate the amounts of potential savings. Unless otherwise agreed, the entire process must be completed within 120 days from the date written notice is given to the Union by the Board of its intention to contract out.

ARTICLE 8. DEFINITIONS

Section 1. Work Hours

The number of regular hours worked each day by full-time employees shall be determined by position and approved by the Board or its designee. The number of regular hours worked each day by part time employees shall be determined by the Board or its designee annually.

Section 2. Work Week

The work week shall be the seven-day period beginning on Monday at 12:00 a.m. and ending on Sunday night at 11:59 p.m.

Section 3. Work Year

The work year for each classification shall be determined annually by the Board. The work year for twelve-month employees shall include only days worked and paid holidays. The work year shall not include non-paid holidays.

Section 4. Classification of Employees

Employee positions shall be classified by the number of workdays per year. "10 month" positions are scheduled to work on all days that students are required to be in attendance, including school improvement days, plus an additional six days for professional development purposes. "10+ month" positions are scheduled to work on all days that students are in attendance, including school improvement days, plus six additional days for professional development and two weeks before the start of the new school term and one week after the last day of attendance of students for the school term. Any 10 or 10+ month employee may be assigned to work up to an additional 100 hours during the summer as needed. "11 month" positions shall be scheduled to work in accordance with the Planning Committee Provisions set forth below this section. If available, the District will offer summer technology maintenance hours to qualified bargaining unit employees prior to hiring from outside the District. "12 month" positions are scheduled to work during the entire school/fiscal (July 1 — June 30) year.

A Planning Committee shall be established to consider issues and make recommendations to the Superintendent regarding the implementation of the August 1/June 30 work year/8 hour workday program for the building administrative assistants, including provision for advanced notice of a four consecutive week period during which work by the administrative assistants will not be required. The Committee will meet at least once and present its recommendations by no later than March 1 each school year. The Committee shall consist of the Superintendent or designee, the Assistant Superintendent for Human Resources, the middle school principal or designee, an elementary school principal, the Union President or designee and each of the building administrative assistants.

11 month employees:

- will have an 8.5 hour work day (8 paid hours and one-half hour lunch)
- will have one additional personal day which may be taken in August before 10-month employees start or in June after the last teacher work day
- The four consecutive week block of time shall be scheduled during the summer break with at least two of such weeks in July
- Notice of the four consecutive week block of time shall be given by no later than March 15th of each year or within fourteen (14) days of the Superintendent's receipt of the committee's recommendations, whichever is earlier
- Staggered work days may be scheduled by the administrative assistants and the school secretary between the hours of 7:30 a.m. and 4:30 p.m. with approval by the principal

Section 5. Part-time Employees

Regular part-time employees are those employees scheduled to work at least fifteen (15) hours per week on a 10 month, 10+ month, 11 month or 12 month basis, but less than thirty-seven and one-half (37.5) hours per week. All other part-time employees are excluded from the bargaining unit. Part-time employees are paid for hours worked, but are not provided benefits, except as provided in other sections of this agreement.

Section 6. Full-time Employees

Full-time employees are those employees who work a minimum of thirty-seven and one half (37.5) hours per week. Full-time employees are paid for hours worked and are eligible for benefits.

Section 7. Categories of Employees

The four categories of employees are Non-Instructional, Instructional, Custodial and Maintenance as set forth in Appendix A.

Section 8. Employee Positions

Employee positions are those set forth under the Categories of Employees in Appendix A.

Section 9. Notification of Assignment, Hours, and Rate of Pay

By no later than May 1, employees may give notice to the Superintendent or designee of their preferred assignment and work location for the next school year. By no later than June 1, employees shall be given notice of their assignment, work location and rate of pay for the next school year. If the assignment or work location or rate of pay is changed for the next school year, the employee may request a conference with the Superintendent or designee to discuss the reasons for the change and the provision of orientation and/or training. After the initial assignment notice, the assignment, including the work location and rate of pay as applicable to the assignment, may be changed by the Superintendent or designee to meet the needs of the District upon no less than two days written notice to the employee. Such notice shall include a summary of the reason(s) for the change and the orientation and any training to be provided before, or at the outset of, the changed assignment. At the employee's request, a conference shall be held with the Superintendent or designee, with a Union representative if requested by the employee, to discuss the reasons for the change of assignment, work location, rate of pay and/or the provision of orientation and/or training. The rate of pay shall only be changed to the rate of pay set forth in this agreement which corresponds to the position to which the employee is assigned; provided, however, if the rate of pay for the position to which the employee is assigned is, at the time of reassignment, lower than the rate of pay for the former position, then the former rate shall be continued until the rate of pay for the new position equals the rate of pay for the former position, not including any differentials unless applicable to the new position.

ARTICLE 9. NEW, MERGED OR ABOLISHED JOB CLASSIFICATIONS

Section 1. Notification

The Superintendent shall notify the Union of its decision to create a new, merge or eliminate a job classification. Upon request of the Union, the Superintendent or designee, shall meet and discuss the above-named decision or the rate of pay as established for the new or merged job classification.

ARTICLE 10. PROBATIONARY PERIOD

Section 1. Probationary Period

Employees new to the District shall have a probationary period as shown by classification below. A probationary employee may be disciplined, including by suspension without pay and/or discharge, without recourse at any time

prior to the end of the probationary period. The discipline of an employee serving a probationary period shall not be subject to the provisions of the grievance procedure of this Agreement.

10 month employees	six (6) months probationary period
10+month employees	six (6) months probationary period
11 month employees	six (6) months probationary period
12 month employees	six (6) months probationary period

Section 2. Completion of Probation

Ten month, ten plus month, and eleven month employees new to the District who have not completed their probationary period by the end of the school term, will continue their probationary period beginning with the next school term.

ARTICLE 11. DISCIPLINE

Section 1. Definition

The Employer, within the bounds of just cause for non-probationary employees, shall determine whether disciplinary action should be an oral warning, written reprimand, suspension with or without pay or discharge, depending upon various factors such as, but not limited to, the severity of the offense, the employee's prior record, etc.; provided, however, termination may be the initial disciplinary action for serious infractions, including, but not limited to, abuse of students, endangering the health and safety of students, theft of property or impairment in the workplace due to drug or alcohol use. Such discipline shall be administered in private as soon as practical after the Employer has had a reasonable opportunity to investigate the matter.

Section 2. Right to Union Representation

The Employer shall inform the employee of his/her right to Union representation prior to any investigatory interview which the Employer reasonably believes will lead to discipline of the employee being interviewed.

Section 3. Notification and Measure of Disciplinary Action

The employee's immediate supervisor shall meet with the employee involved to inform her/him of the disciplinary action and the reasons therefore. Copies of all documents used to substantiate the discipline shall be made available to the Union and employee. The employee shall be given the opportunity to present his/her explanation. The Employer shall inform the employee of his/her right to Union representation prior to the meeting. The employee and the Union shall receive a copy of any disciplinary document issued. Any disciplinary action issued shall be issued on a Confidential Disciplinary Record form as described in Appendix B.

Section 4. Involuntary Transfer

Before involuntarily transferring an employee to a different assignment or classification as a disciplinary measure, the Superintendent or designee shall inform the employee in writing of the intended transfer and schedule a meeting with the employee at least two days before the transfer is to take effect. The employee may be represented by the Union at the meeting, the purpose of which is to discuss the reasons for the transfer and alternatives to the transfer which may be proposed to, and shall be considered by, the Superintendent or designee. The employee shall be informed of the final decision at least one day in advance of the effective date of the transfer.

ARTICLE 12. EVALUATIONS

Section 1. Evaluation

All non-probationary employees performing satisfactorily shall be evaluated each school year. A non-probationary employee not performing satisfactorily may be evaluated more often during the remediation period. The Administrator identified in the employee's job description shall be responsible for the evaluation. Except for good cause, the evaluation shall be completed by May 1.

Probationary employees shall be evaluated at least twice during their probationary period. The evaluations shall occur approximately at the midpoint and before the end of the probationary period.

Section 2. Unsatisfactory Evaluation/Remediation

The Board and the Union expect that employees will perform their assigned duties at a satisfactory or better level.

Prior to the evaluation of an employee as unsatisfactory, there should be documented evidence of at least one counseling session addressing the area(s) that could lead to an unsatisfactory evaluation. The documentation of the counseling session shall be on Appendix D and signed by the supervisor and the employee.

The employee shall be deemed unsatisfactory upon receipt of an unsatisfactory rating in at least twenty-five (25) percent of the entire rubric.

When the work performance of an employee is evaluated as unsatisfactory, the administrator to whom the employee reports shall place the employee on remediation. The administrator shall prepare a draft remediation plan, which shall include a list of required actions. The administrator and the employee shall meet to discuss the draft remediation plan, and the administrator shall prepare the final remediation plan. The employee shall have the right to invite a Union representative to be present at that meeting. A copy of the final remediation plan shall be forwarded by the Human Resources Administrator to the Union President. The remediation plan shall be implemented for a period not less than thirty (30) work days. The remediation plan shall include an approximate date of at least a midpoint check-in. A check-in meeting will take place with the employee, the immediate Supervising Administrator and a Human Resources Administrator or designee. Upon the request of the employee, a Union representative may attend the check-in meeting. At the end of the remediation period, the employee will receive another evaluation with a final rating that will cover performance during the remediation period. If upon completion of the remediation period, the employee's work performance is deemed satisfactory, the missed wage and longevity (if applicable) increases will be awarded prospectively in the first full payroll period following receipt of the satisfactory rating. If, upon completion of the remediation period, the employee's work performance is deemed unsatisfactory, disciplinary action at the suspension without pay/termination level under Article 11 or an extended remediation period may result. Nothing in this Article 12 precludes disciplinary action under Article 11 for performance reasons during, or instead of, a remediation plan subject to the principles of just cause and progressive discipline reflected in Article 11.

ARTICLE 13. HOURS OF WORK

Section 1. Compensatory Time

As an alternative to overtime pay, an employee may select compensatory time. Compensatory time is release time at the rate of one and one-half (1.5) times the hours worked in excess of forty hours per week. Compensatory time shall be calculated in the same manner as overtime. Compensatory time earned and used must be reported on a timesheet. Employees may accrue up to a maximum of fifteen (15) hours. Compensatory time must be used in the same school year earned. All compensatory time must be pre-approved by the employee's administrative supervisor and is subject to the same procedures and requirements for use of personal leave as set forth in Article 21, Section 1 on Personal Leave, except that compensatory time unused by the end of the school year shall be paid.

Section 2. Overtime

Employees who have actually worked assigned, pre-approved work time in excess of forty (40) hours worked per week shall be given overtime pay at the rate of one and one-half (1.5) times the employee's regular rate of pay; provided, however, sick leave taken and vacation or personal time scheduled before required overtime during the work week shall be included in calculating time actually worked. All overtime must be pre approved by the employee's administrative supervisor. All overtime hours must be reported on a timesheet.

For Custodial/Maintenance Staff Only:

Overtime shall be offered on a rotational basis by work site to employees qualified to perform the needed work. The rotation shall start each school year with the most senior of such employees. If the first employee in the rotation declines the overtime, the District may require overtime to be performed by the employee next in the rotation at that work site and who is qualified to perform the needed work. In its discretion, however, the District may offer the overtime to an employee at any other work site on the same rotational basis. This paragraph applies both to work in excess of forty (40) hours for which time and one-half must be paid and to work beyond the employee's regular work day or work week.

Section 3. Schedule Exceptions

In unusual circumstances, it may be necessary for an employee to request a change in starting and ending time on a particular workday. A schedule exception is NOT a change in work schedule. This accommodation is allowed only with prior approval from the principal/supervisor. Employees requesting a schedule exception must complete the regular number of hours worked. A schedule exception does not provide for reduced attendance at work.

Employees in positions of service directly to students will not be allowed to change a student's instructional schedule to accommodate a schedule exception.

Schedule exception is considered a privilege, not a right of employment. A schedule exception will be considered on a case by case basis and is not precedential. A schedule exception should be recorded on a timesheet.

Section 4. Breaks and Lunch

Employees working a minimum of (4) hours per day shall have one (1) fifteen (15) minute break. Employees working five or more hours shall have a duty free meal break of not less than thirty (30) minutes, which meal break shall not be part of the regularly scheduled work day. Employees working seven and one-half (7½) hours

or more per day shall have two (2) fifteen minute breaks and a duty free meal break of not less than thirty (30) minutes, which meal break shall not be part of the regularly scheduled work day. Employees may request of their immediate supervisor, a one hour unpaid meal break.

Annually, at the beginning of school, staff and immediate supervisors will meet to devise a schedule to ensure appropriate breaks and lunch periods. Schedules will be filed with the principal/supervisor and revisited as needed. Except in the case of an emergency approved by the administrative supervisor, breaks will not be scheduled during the first and last hour of the employee's work day. Breaks may not be broken into smaller amounts or combined with other breaks, including meal breaks. Employees will not conduct personal business during the work day, except during break times.

	Paid <u>15 Minute Break(s)</u>	Duty-Free (Not Paid) <u>30 Minute Meal Break</u>
4 or more hours	1	0
5 or more hours	1	1
6 or more hours	1	1
7.5 Or more hours	2	1

Employees in positions of service directly to students will not be allowed to change a student's instructional schedule to accommodate break time. Such employees may reschedule their breaks with the principal/supervisor.

Section 5. Call Back Pay

An employee who is called back to work after the end of his/her work shift shall be guaranteed a minimum of 2 hours pay at the appropriate rate. Included in the call back pay will be time to and from his/her home. Once the employee has performed the duty of the purpose of the call back, the employee will be released to return home.

Section 6. Stand-by Pay

An employee is entitled to stand-by pay if he/she is given specific notice by his/her administrative supervisor to be on stand-by; that is, required to be available for call back to work, either on a day the employee was not scheduled to work or for a period of time before beginning, or after completing, the employee's workday. Pay for stand-by time ceases at the point the employee is called back to work under Section 5 above so that there will be no overlap between stand-by pay and call back pay.

ARTICLE 14. SENIORITY

Section 1. Definition

Seniority for all Classifications is defined as the length of continuous service of an employee for the School District since the employee's most recent date of hire defined as the first day in paid status, but excluding time off from work while on an unpaid general leave of absence under Article 21, Section 5. Seniority will be credited from the date of hire for those employees successfully completing the probationary period.

Section 2. Loss in Seniority

Seniority is lost if the employee:

- a) quits or resigns,

- b) is discharged,
- c) retires,
- d) is absent for three (3) consecutive days without notifying the employer,
- e) is laid off for longer than the applicable recall period, or
- f) declines recall to former job category.

Section 3. Tie Breaker

If two (2) or more employees have the same seniority date, seniority will be determined by drawing lots.

ARTICLE 15. VACANCIES

Section 1. Posting

Whenever a vacancy occurs in the position within an existing job category in the bargaining unit and after any applicable recalls under Article 16, Sections 2, 3 and 4 of this Agreement, the following process will be utilized:

During the school term, a vacancy shall be posted internally for a minimum of five full school days on the District's website and sent electronically to all employees. The posting shall contain a description of the position and directions for the application process.

Up to August 1 during summer break, vacancies shall be posted for a minimum of five business days on the District's internal website and sent electronically to all employees. The posting shall contain a description of the position and directions for the application process.

Beginning August 1 during the summer break, the five-day requirement does not apply, but all other vacancy procedures are applicable.

Section 2. Selection

Any bargaining unit employee may apply for a vacant position within the bargaining unit. However, the employee must be deemed qualified by the Administration in order to be considered for selection. This includes any certifications required by the Board or by State or Federal statute.

Vacancies will be filled in the following priority from among the qualified candidates:

1. By seniority within the same category.
2. By seniority from internal applicants.
3. By external applicants

Section 3. Custodial Transfers

If the operational needs of the employer require a transfer of a current custodian from one shift to another, the employer will post the opportunity to transfer for volunteers among the current custodians. The posting will be for five (5) working days. The most senior volunteer who is qualified will be awarded the transfer.

If there are no qualified volunteers, the employer will transfer the least senior qualified employee.

This method of transfer will only apply to custodians and will not apply to any other position in the bargaining unit.

ARTICLE 16. REDUCTIONS IN FORCE

Section 1. Reduction in Force

The District will notify the local Union President prior to any reduction in force, including a reduction in force due to reorganization, and will initiate a 2-on 2- meeting under Article 5, before the Board takes action, to discuss such reduction in force. The discussion will include the rationale for the reduction and supporting data. A second 2-on 2- meeting will be initiated by the District before the effective date of the dismissals under the reduction to consider alternatives which may be proposed by the Union.

When there is a reduction in force, the employees affected will be honorably dismissed by reverse seniority by position in the applicable category, except that a less senior employee may be retained if that employee is the only fluent speaker of a language needed in the ESL/Bilingual Program. Seniority will be based on seniority in the District as defined in Article 14, Section 1. Notice will be given in accordance with the School Code, which presently provides for at least thirty (30) days' notice of honorable dismissal, except that the notice must be at least five (5) days if the reduction in force is due to an unforeseen reduction in the student population

Based upon continuation of similar programs in Special Education, not less than the twenty (20) most senior Special Education Aides will be retained.

Based on continuation of the programs, not less than three (3) most senior Reading/Math Assistants will be retained.

Prior to a reduction in force, employees in a RIF situation shall have the following bumping/filling of vacancy rights by position in the applicable category:

- a) Fill a vacancy in the same job position
- b) Bump the least senior employee in the same job position
- c) Fill a vacancy in any category for which the employee is qualified by prior training and experience in the position and satisfactory evaluations. All such employees applying within five working days of the posting of the vacancy shall be offered the opportunity for an interview before the vacancy is filled. Employees who previously held a position for which a vacancy exists shall presumptively be deemed to be qualified if their last evaluation in that position and in their most recent position was at least satisfactory and the last evaluation in the previous position was issued within the past three school years.

Categories and positions are as defined in Article 8, Sections 7 and 8, and as shown in Appendix A.

Section 2. Recall Period

The recall period shall be as provided in the School Code, which presently establishes a recall period of one calendar year from the beginning of the school term following the reduction in force (including a RIF resulting from a reorganization).

Section 3. Order of Recall

All employees who are dismissed as a result of a RIF, including a RIF resulting from a reorganization, shall be placed on a recall list by seniority order. Employees shall be recalled to vacancies as they occur by seniority provided they are qualified as provided in Section 1.c) above to perform the job duties.

Section 4. Report to Duty

Recalled employees will have ten (10) calendar days from the date of the notice of recall to accept the job and return to work. Failure to accept shall terminate all recall rights, except that a part-time employee will retain recall rights to a part-time position if offered a full-time position and declines it. Employees who will be out of town during the recall period are encouraged to contact the District prior to their leaving regarding their intentions or for further information regarding their recall status.

Section 5. Extension of Probation

Employees who are affected by the reduction in force while serving a probationary period as described in Article 10, Section 1, will continue their probationary period upon being recalled to employment.

Section 6. Insurance Coverage

Employees who have been affected by the reduction in force are responsible for continued medical coverage through Cobra as described in Article 22, Sections 1 and 7.

ARTICLE 17. EMPLOYEE DEVELOPMENT

Section 1. Personnel Files

The District shall maintain an official personnel file for each employee at the District Office. Employees and/or a Union representative shall have the right, upon written request of the employee, to review and duplicate all information contained in the personnel file that is not exempt from inspection pursuant to the Illinois Personnel Record Review Act.

Section 2. Employee Training

Employee attendance at training sessions required by law is a mandatory term and condition of employment. Failure to attend such required training may result in employee discipline, which may include termination.

Required employee training sessions shall, whenever possible, be conducted during regular work hours. Employees required to attend training sessions outside of the regular work hours may elect compensation at the rate of time and one-half for hours worked more than forty in a regular work week, or alternatively, may elect compensatory time provided such time off is arranged with the prior approval of the employee's administrative supervisor.

Section 3. Licenses and Certifications

As a condition of continued employment, employees will present and maintain all licenses and certifications required for continued employment in their assigned position. An employee who fails to maintain required licenses and/or certifications may be subject to discipline that may result in termination.

Section 4. Uniforms

The Board of Education may require appropriate standards of clean dress and/or identification for all employees. The Board of Education will provide custodial/ maintenance employees with four shirts upon completion of the probationary period and two shirts annually thereafter, which shall be cared for by the employees, but shall remain the property of the Board. Custodial/Maintenance employees are required to provide their own suitable work pants and work boots. The uniforms are required to be worn when on duty.

Section 5. Job Descriptions

Job descriptions providing minimum required qualifications, skills and duties shall be developed by the District with employee input. Such descriptions shall be reviewed and updated when deemed necessary by the District. Such descriptions shall be made available to all employees. The District shall notify the Union and the affected employee of significant changes in his/her job description and discuss such, at least ten (10) calendar days in advance of the effective date.

ARTICLE 18. HOLIDAYS

Holidays are determined annually by the Board of Education when the annual school calendar is established.

Members of the bargaining unit who are twelve (12) month full-time clerical staff shall receive ten (10) paid holidays each school year. All other holidays granted by the Board of Education are not worked and not paid:

Thanksgiving Day	
The Friday after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve
New Year's Day	
Four paid release days during winter break	

Members of the bargaining unit who are twelve (12) month custodial/maintenance staff shall receive ten (10) paid holidays each school year. All other holidays granted by the Board of Education are not worked and not paid.

Thanksgiving Day	
The Friday after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve
New Year's Day	
Four paid release days	

The custodial/maintenance staff shall take their four paid release days during winter break.

Paid holidays which fall on Saturday will be scheduled on the last paid workday preceding the unpaid holiday. Paid holidays which fall on Sunday will be scheduled on the first paid workday following the unpaid holiday.

Holidays shall be prorated for part-time twelve month employees.

ARTICLE 19. VACATION LEAVE
(FULL-TIME TWELVE MONTH EMPLOYEES ONLY)

Section 1. General Provisions

Twelve month positions will earn paid vacation after the first year of employment as follows:

<u>Service</u>	<u>Vacation Days</u>
1-5 Years of Service Completed	10
6-14 Years of Service Completed	15
15 or more Years of Service Completed	20

First-year employees shall earn vacation days on a pro-rata basis for months worked in the previous year as shown in the following list:

<u>Hiring Month</u>	<u>Earned Paid Vacation Days</u>
July-September	10 days
October	9 days
November	8 days
December	7 days
January	6 days
February	5 days
March	4 days
April	3 days
May	2 days
June	1 day

Vacation days earned will be credited and available to employees on the first of July provided the employee has completed the probationary period.

Vacation shall be prorated for part-time twelve month employees.

Upon separation from employment, employees shall be paid for any earned and unused vacation days.

Section 2. 12-Month Staff (except for Custodial/Maintenance Staff) Vacation Leave

All vacation days requested are to be scheduled with the administrative supervisor/principal with consideration given to the school year, summer and holiday workloads. An employee wishing to take one to four consecutive vacation days must notify his/her administrative supervisor at least two (2) days in advance, unless shorter notice is approved by the administrative supervisor/principal in an emergency or a special circumstance. A minimum of fifteen (15) work days' notice must be given prior to taking five or more consecutive vacation days. All requests must be submitted electronically using the District's absence reporting system of electronic means are available; if not, requests must be submitted in writing.

Any unused vacation may not be accumulated and will be lost and not compensated if not used before the end of the school year, unless otherwise approved by the Superintendent or designee or because use was denied in order to meet the needs of the District, and it could not be rescheduled during the school year.

Emergency requests for vacation will be reviewed on a case-by-case basis by the administrative supervisor/principal who may or may not approve the emergency request. If the request is not approved, the employee may resubmit the request to the Assistant Superintendent for Human Resources for reconsideration.

Section 3. Custodial/Maintenance Vacation Leave

Custodial/Maintenance vacation requests must be scheduled with the Director of Buildings and Grounds with consideration given to the school year, summer and holiday workloads. An employee wishing to take one to four consecutive vacation days must notify the Director of Buildings and Grounds at least (2) days in advance, unless shorter notice is approved by the Director of Buildings and Grounds in an emergency or a special circumstance. A minimum of fifteen (15) work days' notice must be given prior to taking five (5) or more consecutive vacation days. All requests must be submitted electronically using the District's absence reporting system, if electronic means are available; if not, requests must be submitted in writing. When granting requests for vacation, seniority will have first priority, followed by the date and time on which the requests are received by the Director of Buildings and Grounds.

No more than fifty percent (50%) of the custodial/maintenance staff at each site may be scheduled for vacation at the same time, unless otherwise approved by the Director of Buildings and Grounds.

All vacation requests for the summer months when school is not in session must be submitted to the Director of Buildings and Grounds no earlier than February 1 and no later than March 15 of each year. The Director of Buildings and Grounds will notify employees by March 30 if their vacation requests are approved or denied. During the summer vacation selection period, employees may only request a maximum of ten (10) days of combined holiday and vacation time for the summer months. If the fifty (50) percent maximum has not been reached for the summer months, employees may request additional days off after March 30th of each year until the fifty percent (50%) maximum has been reached. When granting such requests for vacation, seniority will have first priority. If a request for vacation during the summer months when school is not in session is submitted after the March 15 deadline, the request may be considered so long as the advance notification requirements stated above are met (e.g. a minimum of fifteen (15) work days' notice for five (5) or more consecutive vacation days and two days' notice for one (1) to four (4) consecutive vacation days).

Vacation may not be taken during the five (5) working days prior to the first day of student attendance. Unused vacation may not be accumulated. Unused vacation may not be accumulated and will be lost and not compensated if not used before the end of the school year, unless otherwise approved by the Superintendent or designee or because use was denied in order to meet the needs of the District and it could not be rescheduled during the school year.

Emergency requests for vacation will be reviewed on a case-by-case basis by the Director of Buildings and Grounds who may or may not approve the emergency request. If the request is not approved, the employee may resubmit the request to the Assistant Superintendent for Finance, Facilities and Operations for consideration.

ARTICLE 20. SICK LEAVE

Section 1. Definition

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household or birth, adoption, or placement for adoption. Immediate family shall include parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and a domestic partner, as defined for purposes of eligibility in Appendix E. Each school year, two (2) days of sick leave may be converted to personal days for the purpose of caregiving for family

members not listed above, subject to the same procedures and requirements for use of personal leave as set forth in Article 21, Section 1. Prior to requesting the two (2) days of converted sick leave, all personal leave must be exhausted. The Employer may require documentation proving the relationships addressed above. Sick leave may be granted to an employee for a person not covered provided that granting of leave shall be entirely within the Board's discretion and shall be without precedent as to any other request

Section 2. Increments

All sick leave shall be reported and charged in no less than sixty (60) minute increments.

Section 3. Medical Certification

If the Employer suspects abuse, an employee who is absent for more than three (3) consecutive days or uses sick leave in conjunction with a holiday or vacation may be required to provide to the appropriate administrative supervisor/principal a statement from his/her doctor certifying he/she was unable to work due to illness.

An employee who has been absent for three (3) or more consecutive days may be required to submit to their administrative supervisor/principal a statement from the employee's doctor certifying he/she was unable to return to work.

Except as provided above, the Board will be responsible for the doctor's bill if certification of sick leave for not more than three (3) consecutive days is required.

In the case of absence for more than three (3) consecutive days to care for an immediate family member, the administrative supervisor/principal may require a statement from the family member's physician identifying the family member, confirming serious illness and certifying need for the employee's assistance.

Section 4. Eligibility for Benefits

Each full-time employee shall be entitled to a maximum of ten (10) days leave for personal illness with full pay during each school year until the employee has completed two years of service. After two years of full-time service, sick leave shall be increased as follows for each classification effective the following July 1st.

10 month	Twelve (12) Days
10+month	Twelve (12) Days
11 month	Twelve (12) Days
12 month	Fifteen (15) Days

Part-time employees earn benefits on a prorated basis. Probationary employees are eligible for benefits as follows: Sick days will accrue at the rate of one (1) day per month during the probationary period. The balance of sick days will be credited at the end of the probationary period.

Section 5. Unused Sick Leave

Accumulated unused sick days will be reported to IMRF for retirement benefit purposes in accordance with Article 24, Section 2.

ARTICLE 21. OTHER LEAVES OF ABSENCE

Section 1. Personal Leave (Full-Time Employees Only)

The Board shall grant two (2) days of personal leave, cumulative to four (4) days, for the purpose of conducting personal business that cannot be conducted outside of work hours. An employee wishing to take personal leave will notify his/her administrative supervisor at least two (2) days in advance using the District's absence reporting system. Personal leave days may be taken in one-half (1/2) day increments. Personal absences will not be granted on days before or following a holiday or recess period, before or after scheduled vacation days or for more than two (2) consecutive days. In an emergency or special circumstances, an employee may give reduced notice to his/her administrative supervisor.

Each employee ending the school year with four (4) accumulated personal leave days will have two (2) of the days converted to sick leave days and carried over into the next school year two (2) personal days to be available for use in addition to the two (2) new personal days granted for the next school year.

In an emergency or special circumstance during an excluded period or for use of more than two (2) consecutive personal days, the employee must request approval from the Superintendent on the Non-Certified Personnel Leave Exception Request Form (Appendix C).

Section 2. Bereavement Leave

The Board shall grant up to five (5) days of paid bereavement leave in the case of the death of any relative residing in the employee's household and/or the following members of the immediate family: spouse, mother, father, daughter, son, brother, sister, step-father, step-mother, grandfather, grandmother, grandchild, legal guardian.

The Board shall grant up to three (3) days of paid bereavement leave in the case of the death of any of the following family members: daughter-in-law, son-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents-in-law, and guardians of the employee's spouse, step-children, step-grandchildren, uncles and aunts, nieces and nephews, and cousins of the first degree.

Section 3. Jury Duty

All employees shall experience no loss in salary because of jury duty. The employee shall keep any expenses for transportation/mileage that are received. The employee must submit any payments received for jury duty to the District.

Section 4. FMLA

All bargaining unit employees are covered by the Family Medical Leave Act as described in the Board's policy regarding FMLA.

Section 5. General Leave

The Board may grant an unpaid general leave of absence for purposes not covered by the other leaves in this Article. Such purposes include, but are not limited to, student teaching or taking educational courses of direct potential benefit to the District. Requests for a general leave must be submitted in writing to the Assistant Superintendent of Human Resources. The grant or denial of a general leave by the Board is in the sole discretion

of the Board, is not precedential and is not subject to the grievance procedure. Any denial of a request for a general leave may be appealed to the Superintendent and then to the Board, but not beyond. An employee on a general leave may continue in the District's health insurance program only at the employee's expense through the exercise of the employee's COBRA rights.

Section 6. Religious Leaves

Employees wishing to take bona fide religious holidays may take such holidays without pay in lieu of taking a personal day. Employees will be limited to no more than two (2) such holidays per school year, subject to notification and approval provisions in Article 21, Section 1 on Personal Leave.

ARTICLE 22. INSURANCE

Section 1. Health and Dental Insurance

The Board of Education shall make available health insurance and dental insurance for eligible full-time employees, provided the employee enrolls within the first thirty (30) days of employment or during an applicable open enrollment period. An employee who elects to participate in the health and/or dental insurance programs shall contribute toward the premium cost according to the percentage levels set forth in Section 2 below. Coverage will be provided by the Board during the period the employee is actively at work. Employees who are terminated for reasons other than gross misconduct may continue coverage at their expense under COBRA or other applicable statutes.

The health and dental premium schedules will be as set by the insurer and published annually.

Section 2. Employee Contributions to Health and Dental Insurance Premiums and Prescription Co-Pays

A. Contributions to Health Insurance Premiums

Blue Advantage and HMO Illinois

COVERAGE	2023-2024	2024-2025	2025-2026	2026-2027
Employee	9%	9%	9%	9%
Employee & Children	23%	23%	23%	23%
Employee & Spouse	25%	25%	25%	25%
Family	30%	30%	30%	30%

PPO

COVERAGE	2023-2024	2024-2025	2025-2026	2022-23
Employee	13%	13%	13%	13%
Employee & Children	27%	27%	27%	27%
Employee & Spouse	27%	27%	27%	27%
Family	30%	30%	30%	30%

B. Prescription Co-Pays

The prescription drug copay amounts shall be on a 10-20-40 basis (\$10 generic; \$20 formulary brands; \$40 non-formulary brands)

C. Contributions to Dental Insurance Premiums.

COVERAGE	2023-2024	2024-2025	2025-2026	2026-2027
Employee Only	0%	0%	0%	0%
E + 1 or E + 2 or more Coverage In Excess of Employee Only Rate	100%	100%	100%	100%

Section 3. Health Reimbursement Account

Employees participating in the health insurance program will be provided with a health reimbursement account (HRA) benefit. The Board will contribute \$400 per calendar year (January 1-December 31); with one half of such amount contributed on October 1 and the second half contributed on March 1. The employee must have started work on or before the payment date to be eligible for that payment.

Section 4. Term Life Insurance

The Board of Education shall provide term life insurance in the amount of \$50,000 for all eligible employees who enroll.

Section 5. Supplemental Insurance

The Board of Education, at its discretion, may provide an opportunity for employees to purchase at the employee's cost supplemental life insurance through a payroll deduction program.

Section 6. Insurance Review Team ("IRT")

- A. The District 41 IRT will be composed of three representatives designated by the Union, three representatives designated by the Board or the Superintendent, the Union's advisor, three representatives designated by the Glen Ellyn Education Association (GEEA), and the Board's insurance consultant. The Committee will meet as necessary to achieve its functions.
- B. Subject to confidentiality restrictions, full information regarding the cost and operation of the District's health, dental and life insurance plans (the "Plan") will be provided to the IRT at reasonable and timely intervals.
- C. The primary and continuing functions of the IRT will be the monitoring of the Plan, making advisory recommendations to the Board and the Union on maintaining a modern, cost-effective Plan and educating employees as fully as possible to make informed decisions about Plan benefits, options and usage. Recommendations to the Board and the Union will be subject to negotiations as required by law.

Section 7. COBRA Reimbursement While on Layoff

COBRA Reimbursement for Ten Month and Ten Month Plus Employees

Eligible ten month and ten month plus employees, will receive a reimbursement for COBRA insurance in an amount equal to the Board's share of the premium for a maximum of two months, payable on the November 15th payroll, if the employee meets all of the following conditions:

- returns to work within four months,
- is still actively employed as of November 1st and
- has made COBRA payments.

Reimbursement requests must be submitted to the Business Office no later than October 31st to qualify.

Section 8. Worker Compensation

In case of any accident or injury arising in the course of employment, the involved employee shall immediately notify his/her administrative supervisor and shall make every effort to file a written report with the Superintendent or designee as soon as possible after the accident or injury. An employee who suffers a work-related injury may be entitled to workers' compensation payments, including temporary total disability payments. These payments are calculated under state guidelines and are approximately two-thirds of the employee's salary rate. Temporary total disability payments are currently not taxable income to the employee and are payable by the Board's workers' compensation insurance carrier directly to the employee.

If an employee receives workers' compensation temporary total disability payments, one-third of a sick day will be deducted from the employee's total unused accrued sick days for each day off work for workers' compensation leave, to the extent that unused accrued sick days are available. This will result in the employee receiving the workers' compensation temporary total disability payment of approximately two-thirds salary and one-third of a sick day payment from the Board for each day on workers' compensation leave while accrued sick days remain available. Sick day payments are taxable income to the employee and are subject to normal payroll withholdings.

While an employee is on workers' compensation leave, his or her employee benefits will be governed by other terms of this Agreement. Other state and federal laws, including the Family and Medical Leave Act, may also govern the employee's entitlement to benefits.

Section 9. Flexible Benefit Plan

The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code and Treasury Regulations promulgated there under. If, at any time, Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

An eligible employee may annually elect to participate in the salary reduction plan by choosing to receive the benefits described below. The amount elected by the employee shall be deducted from the employee's compensation. Prior to the beginning day of the plan year, each eligible employee shall, in writing, designate the dollar amount (s) elected for that year for each of the following benefits:

Premiums for group medical, dental, or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board; and/or,

Reimbursement for any amount of deductibles under the group insurance and any other qualified unreimbursed medical care expenses as defined and allowed under the Internal Revenue Code, up to the annual contribution limit released each year by the IRS.

Reimbursement for qualified dependent care assistance as defined and allowed under the Internal Revenue Code, up to the annual contribution limit released each year by the IRS

The amounts designated may not be changed during the plan year unless there is a change in family status or other circumstances provided in Section 125 and/or Treasury Regulations promulgated there under. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the eligible employee during that year or carried over to a succeeding plan year, and such amounts shall become the property of the plan. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the eligible employee's wages during the plan year.

The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee. However, the Board shall not report any amounts reduced from an employee's wages pursuant to this plan as taxable income to any federal or state agency.

Section 10. 403(b)/457(b) Plans

Employees may participate in the District's 403(b)/457(b) plans and may make salary reduction contributions to the plan. Employees who wish to participate in the District's 403(b)/457(b) plans must execute a salary reduction agreement in a form approved by the District. Employees executing such an agreement will have their salary reductions contributed to an approved vendor under the plan on a tax-deferred basis.

ARTICLE 23. WAGES

Section 1. Longevity Award

The Board of Education recognizes the length of continuous service of employees, who have received a satisfactory result on the most recent evaluation, with an annual lump sum payment in October of the next fiscal year according to the following schedule. The employee must be an active employee of the District at the time of payment to receive the award. Retiring employees who have earned the longevity award will receive payment in their final paycheck.

<u>Number of Years of Longevity Continuous Service Completed</u>	<u>Award</u>
5 through 9 Years	\$200
10 through 14 Years	\$300
15 through 19 Years	\$400
20 through 24 Years	\$500
25 through 29 Years	\$600
30 or more Years	\$700

Note: This is intended to be counted differently than seniority for the purpose of this recognition award. Each employee will be credited one year towards the longevity award for each fiscal year the employee is actively at work in the District.

Section 2. Wages

All wages will be expressed as an hourly regular rate of pay. Payment for wages will be determined by multiplying the regular rate of pay times the hours worked. Work schedules must be approved by the

administrative supervisor. No employee shall be paid for time submitted prior to the assigned start time for work or the assigned ending time without prior approval from the administrative supervisor. Fraudulent use of time sheets may result in disciplinary action, including termination of employment and prosecution for fraud.

Maximum wages are set forth on Appendix A.

Employees receiving a satisfactory result on their most recent evaluation shall be eligible to receive an increase in his/her hourly rate in the next year of the contract.

For the 2023-2024 school year returning employees will receive a \$4.00 increase to their hourly wage. For the 2024-2025 school year returning employees will receive a 5.0% increase on their 2023-2024 hourly wage, plus an additional \$1.00 per hour on their hourly wage. For the 2025-2026 and the 2026-2027 school years returning employees will receive a percentage increase to their hourly wage that is equivalent to $.8 \times \text{CPI} + 1.5$, so long as the increase resulting from this formula is within a range of 1.75% and 5.0%. If, for example, the increase is lower than 1.75%, then the increase will be 1.75%. If the increase is higher than 5%, then the increase will be 5.0%. The CPI factor to be used for the formula is the percentage increase in the Consumer Price Index required to be used to determine the School District's tax levy extension under the Illinois Property Tax Extension Limitation Law ("PTELL") which funds salaries for the corresponding school year. Thus, for example, the CPI factor to be applied for the 2025-2026 school year will be the CPI percentage increase published in January of 2024 for the previous 12 months. The CPI percentage increase is the increase required by PTELL to be applied to the School District's December 2024 tax levy which is collected in 2025 and then used to fund salaries for the 2025-2026 school year.

Section 3. Wages – Equity with Teachers.

When an employee serves on a District committee or team with members of the GEEA bargaining unit (the "teachers") or performs the same work as teachers and the teachers are compensated for such work, the employee will receive the same level of compensation as the teachers for work performed outside of the employee's regular work hours under the current GEEA collective bargaining agreement.

Section 4. Stand-by Pay

Stand-by pay shall be \$7.75 per hour, with a minimum of two hours.

Section 5. Teams for Excellence Pay

Employees shall be paid for service as a member of a Team for Excellence, or as a co-chair of a Team for Excellence, on the same basis as teachers under the current GEEA collective bargaining agreement.

Section 6. Temporary Assignment Pay for Aides Performing Substitution Duties for Teachers

\$43.00/day or any portion thereof.

ARTICLE 24. RETIREMENT

Section 1. Pension Plan

Eligible employees covered by this agreement are covered by the IMRF Pension Plan. Each bargaining unit employee will be furnished with a booklet published by IMRF of the retirement benefits and disability benefits.

Section 2. Service Credit

Upon retirement, all unused sick days will be reported to IMRF for additional service credit.

Section 3. Service Recognition Stipend

A service recognition benefit shall be paid to an employee with at least twenty (20) consecutive years of full-time service with the District, provided the employee's notice of resignation and intention to retire through IMRF is received by the Superintendent no later than April 1 of the school year at the end of which the employee retires, with an effective date of resignation and retirement at the close of the 2024, 2025, 2026, 2027 school years or such other date as requested by the employee and approved by the Board. The service recognition payment shall be Five Thousand (\$5,000) Dollars for an employee with at least twenty (20) but not more than twenty-five (25) years of the foregoing service at the time of resignation and retirement and Six Thousand (\$6,000) Dollars for an employee with twenty six (26) or more years of the foregoing service at the time of resignation and retirement. For retirements effective at the close of the school year, the payment shall be made in August of the following school year, less deductions required by law or, if later, as soon as the payment is not considered by IMRF in determining the amount of the employee's pension. For retirements effective on a date other than the close of the school year, the payment shall be made within sixty (60) days after the effective date of the retirement, or, if later, as soon as the payment is not considered by IMRF in determining the amount of the employee's pension. This benefit will sunset in 2027 and no otherwise eligible employee shall receive this benefit who has not submitted the required notice of resignation and retirement on or before April 1, 2027.

ARTICLE 25. NO STRIKE / NO LOCKOUTS

The Union agrees that during the life of this Agreement it will not authorize, or call for or encourage a strike by any employee(s). The Board will not lock out bargaining unit employees during the term of this agreement.

ARTICLE 26. SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be determined to be contrary to law, all other provisions shall remain in full force and effect.

ARTICLE 27. COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated to the contrary herein.

ARTICLE 28. DURATION OF AGREEMENT

This Agreement shall be deemed dated and become effective July 1, 2023, for purposes of the salary increase for all bargaining unit members employed as of the date of ratification and shall remain in full force and effect through June 30, 2027.

The process described below may be initiated by the Board by giving written notice to the Union at least one-hundred-thirty-five (135) calendar days before the end of any school year if, during the term of the Agreement the Board's revenue from local property taxes is limited by new legislation more severely than is currently the case under the Property Tax Extension Limitation Law and the loss from such limitation is not offset by new revenue increases from the State of Illinois in the same year.

If initiated as provided above, the Union and the Board shall meet and consider options to address the legislative actions, including, but not limited to, re-opening the contract provisions impacted by the legislation or modifying the Agreement through a memorandum of understanding. If agreement is not reached within thirty-five (35) days (unless extended by agreement) after the Union's receipt of notice from the Board, the Board may terminate the Agreement at the end of the school year by giving written notice to the Union at least ninety (90) calendar days (unless extended by agreement) before the end of the applicable school year. If notice of termination is given, negotiations over a successor Agreement shall begin immediately.

The Board's right to terminate under this Article shall sunset with the expiration of this Agreement on June 30, 2027.

ARTICLE 29. ACCEPTANCE

This agreement is signed and adopted this 5th day of June, 2023.


In Witness Whereof:

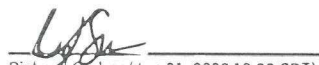
For the Union:


President

For the Board of Education:


President


Secretary


Richard Surber (Jun 21, 2023 19:33 CDT)

For Council 31

Appendix A**Wages**

Non-instructional	Starting Rate	Max Rate
Administrative Assistant for TLA	\$20.06	\$23.50
Accounts Payable	\$21.50	\$26.00
School Administrative Assistant	\$20.06	\$23.50
School Secretary	\$16.97	\$20.50
Library Aide	\$16.97	\$20.13
Multilingual Home-School Liaison	\$18.50	\$21.50
Instructional		
Special Ed Aide	\$17.00	\$24.50
ELL/Bilingual Aide	\$16.97	\$24.50
Special Ed or ELL Certified Aide	\$20.47	\$28.00
Reading/Math Assistant	\$16.97	\$24.50
Reading/Math Assistant/certified	\$20.47	\$28.00
Custodial/Maintenance		
Custodian*(Day and Night)	\$17.79	\$21.70
Head Custodian	\$20.74	\$23.50
Courier	\$17.74	\$21.70
General Maintenance I	\$20.14	\$28.50
General Maintenance II	\$26.20	\$30.50
Maintenance Electrician	\$33.76	\$38.50
Maintenance HVAC	\$29.22	\$33.50
Food Server	\$16.97	\$19.00

*Hourly differential of \$.50 for Special Education aides that are assigned to Specialized Academic classrooms and aides that provide support for students behavior, medical or toileting needs according to IEP

*Hourly differential of \$1.00 RBT (Registered Behavior Technician) for members that qualify (instructional aides or library aides) that complete the training and yearly recertification requirements. This can be done through in person or self paced virtual training

*Hourly differential of \$.50 for night custodial supervisor

If the current hourly rate is more than the MAX cap, the employees hourly rate will be grandfathered

Only employees hired after the effective date of this Agreement, or who voluntarily transfer to another position, shall be subject to the maximum rates set forth above.

Both the Starting Rates and Maximum Rates specified in Appendix A will appreciate according to the same CPI

* .8 + 1.5 formula that is used to determine the wage increases for incumbent employees in Article 23.

APPENDIX B

GLEN ELLYN SCHOOL DISTRICT 41
AFSCME, LOCAL 1334
CONFIDENTIAL DISCIPLINARY RECORD

DATE: _____ EMPLOYEE: _____

JOB TITLE: _____ WORK LOCATION: _____

DATE OF INCIDENT: _____

VIOLATION: _____

REASON FOR DISCIPLINE: _____

LEVEL OF DISCIPLINE:

- ORAL WARNING
- WRITTEN REPRIMAND
- SUSPENSION WITH PAY
Commencing on _____ and ending _____.
- SUSPENSION WITHOUT PAY
Commencing on _____ and ending _____.
- DISCHARGE

ACTION REQUIRED: _____

For the District_____
Employee (signature does not indicate agreement)

Date: _____

Date: _____

Cc: Union President
Principal/Administrator
Personnel File

APPENDIX C**NON-CERTIFIED PERSONAL LEAVE EXCEPTION FORM
(FULL-TIME EMPLOYEES ONLY)***Article 21, Section 1:*

“The Board shall grant two (2) days of personal leave for the purpose of conducting personal business that cannot be conducted outside of work hours. An employee wishing to take personal leave will notify his/her supervisor at least two (2) days in advance on the Non Certified Personal Leave Form (Appendix C). Personal leave days may be taken in one-half (1/2) day increments. Unused personal leave will be credited as unused sick days at the end of each year. Personal absences will not be granted on days before or following a holiday or recess period, before or after scheduled vacation days. In an emergency or special circumstances, an employee may give reduced notice to his/her administrative supervisor.

In an emergency or special circumstance during an excluded period, the employee may request approval from the Superintendent on the Exception Request Form (Appendix C).”

Fill out this form and give to your building principal/CSO supervisor. *(Retain a copy for yourself.)*
Custodians – give original to Director of Buildings & Grounds and copy to building principal.

Name _____
School/Building _____
Job Title _____
Day(s) of Personal Leave: _____

Reason for need to be absent on above-stated day(s):

Date: _____

Signature of Employee

Principal/CSO Supervisor: Notification

Date sent to Superintendent _____

Signature of Principal/CSO Supervisor

Superintendent Action:

☐ Approval of Request

☐ Request Denied

Date _____

Signature of Superintendent

Copies to: Employee
Principal/CSO Supervisor
HR/Employee File
Payroll

APPENDIX D

DOCUMENTATION OF COUNSELING SESSION

Employee Name:	
----------------	--

Evaluator Name:	
-----------------	--

Date of Session:	
------------------	--

Issue/Concern to Be Addressed:

Actions to Be Taken:	

Follow-Up Date:	
-----------------	--

Employee Signature _____

Date _____

Evaluator Signature

Date _____

Cc: Employee
Evaluator