

FINAL OFFICIAL COPY

AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS**

AND

THE PARK RIDGE TEACHER ASSISTANTS' ASSOCIATION

2022-2023

2023-2024

2024-2025

2025-2026

2026-2027

Table of Contents

PREAMBLE	1
ARTICLE I DEFINITION OF TERMS.....	2
ARTICLE II RECOGNITION	3
ARTICLE III BOARD RIGHTS	4
ARTICLE IV EMPLOYEE AND ASSOCIATION RIGHTS.....	5
A. <i>Right to Organize.....</i>	<i>5</i>
B. <i>Non-Discrimination and Duty of Fair Representation</i>	<i>5</i>
C. <i>Pertinent Information to Negotiations.....</i>	<i>5</i>
D. <i>Educational Support Professional Protection</i>	<i>5</i>
E. <i>Placement on the Board Agenda.....</i>	<i>5</i>
F. <i>Notice of Board Meetings.....</i>	<i>6</i>
G. <i>Board Minutes</i>	<i>6</i>
H. <i>Use of District Facilities and Equipment</i>	<i>6</i>
I. <i>Interschool Mail/Email Services</i>	<i>6</i>
J. <i>Bulletin Boards</i>	<i>7</i>
K. <i>New Employees and Required Disclosure of Employee Information to Association.....</i>	<i>7</i>
L. <i>Copies of Agreement</i>	<i>7</i>
M. <i>Policy Handbooks</i>	<i>7</i>
N. <i>Association Leave</i>	<i>8</i>
O. <i>Safety Concerns</i>	<i>8</i>
P. <i>Complaint Against Employee.....</i>	<i>8</i>
Q. <i>Educational Support Professional Evaluation.....</i>	<i>8</i>
ARTICLE V CONDITIONS OF EMPLOYMENT.....	9
A. <i>Probationary Period</i>	<i>9</i>
B. <i>Discharge or Suspension Without Pay of a Non-Probationary Educational Support Professional</i>	<i>9</i>
C. <i>Holidays</i>	<i>9</i>
D. <i>Continuing Education</i>	<i>9</i>
E. <i>Substitute Teaching/Class Coverage</i>	<i>9</i>
F. <i>School Calendar</i>	<i>10</i>
G. <i>Personal Care Attendant</i>	<i>10</i>
H. <i>Health Assistant.....</i>	<i>10</i>
I. <i>Lunch Supervision</i>	<i>11</i>

ARTICLE VI HOURS OF WORK AND OVERTIME	12
A. <i>Application of this Section</i>	<i>12</i>
B. <i>Normal Work Day.....</i>	<i>12</i>
C. <i>Overtime Pay</i>	<i>12</i>
D. <i>Changes in Normal Work Day</i>	<i>13</i>
E. <i>No Pyramiding.....</i>	<i>13</i>
ARTICLE VII VACANCIES AND TRANSFERS.....	14
A. <i>Posting of Vacancies.....</i>	<i>14</i>
B. <i>Transfers.....</i>	<i>14</i>
ARTICLE VIII SENIORITY, LAYOFF AND RECALL	15
A. <i>Definition of Seniority.....</i>	<i>15</i>
B. <i>Layoffs</i>	<i>15</i>
C. <i>Recalls.....</i>	<i>16</i>
D. <i>Effects of Layoff.....</i>	<i>17</i>
E. <i>Seniority List</i>	<i>17</i>
F. <i>Termination of Seniority.....</i>	<i>17</i>
ARTICLE IX GRIEVANCE PROCEDURES	18
A. <i>Definition.....</i>	<i>18</i>
B. <i>Adjustment</i>	<i>18</i>
C. <i>General Guidelines</i>	<i>19</i>
ARTICLE X NON INTERRUPTION OF WORK	22
ARTICLE XI EMPLOYEE FILES (PERSONNEL)	23
ARTICLE XII SALARIES and benefits.....	24
A. <i>Salary.....</i>	<i>24</i>
B. <i>Longevity Pay</i>	<i>25</i>
C. <i>Stipends for Extracurricular Responsibilities and Coaching Assignments</i>	<i>25</i>
D. <i>Camp Duncan Payment and Great America</i>	<i>25</i>
E. <i>Pay for Unused Sick Leave at Retirement</i>	<i>26</i>
F. <i>District Retirement Recognition Program</i>	<i>26</i>
G. <i>Insurance Provision</i>	<i>27</i>
H. <i>Dental Insurance</i>	<i>29</i>
I. <i>Term Life Insurance</i>	<i>29</i>
J. <i>Voluntary Long-Term Disability Insurance</i>	<i>29</i>
K. <i>Payroll Deductions.....</i>	<i>29</i>

ARTICLE XIII LEAVES OF ABSENCE.....	31
<i>A. Time Off With Pay</i>	<i>31</i>
<i>B. Notification of Accumulated Sick and Personal Leave Days.....</i>	<i>32</i>
<i>C. Parental Leave.....</i>	<i>33</i>
<i>D. Family and Medical Leave Act of 1993.....</i>	<i>34</i>
<i>E. Other Leave Provisions</i>	<i>34</i>
<i>F. Workers' Compensation</i>	<i>35</i>
ARTICLE XIV PRIORITY OF DOCUMENTS	36
ARTICLE XV NEGOTIATION PROCEDURES	37
ARTICLE XVI ENTIRE AGREEMENT	38
ARTICLE XVII WAIVER OF BARGAINING	39
ARTICLE XVIII APPLICABLE STATE LAW	40
ARTICLE XIX SAVINGS CLAUSE.....	41
ARTICLE XX RATIFICATION AND DURATION OF AGREEMENT	42
ARTICLE XXI APPROVAL.....	43
APPENDIX A 2022-2023 PRTAA HOURLY SALARY RATES.....	44
APPENDIX B 2023-2024 PRTAA HOURLY SALARY RATES.....	45
APPENDIX C 2024-2025 PRTAA HOURLY SALARY RATES	46
APPENDIX D 2025-2026 PRTAA HOURLY SALARY RATES	47
APPENDIX E 2026-2027 PRTAA HOURLY SALARY RATES	48

PREAMBLE

This Agreement between the Board of Education of Park Ridge-Niles Community Consolidated School District 64, Cook County, Illinois, and the Park Ridge Teacher Assistants' Association incorporates a number of understandings that derive from the parties' mutual beliefs that each child attending the District's schools should have access to an education of the highest quality. The attainment of this objective is a joint responsibility of the Board of Education, the administrative staff, and educational support professionals.

Attainment of this objective requires mutual understanding, collaboration and cooperation among the Board of Education, the administrative staff, and the educational support professionals. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

This preamble is not subject to the grievance or arbitration provisions of this Agreement.

ARTICLE I
DEFINITION OF TERMS

The term “Association” when used hereafter shall mean the Park Ridge Teacher Assistants’ Association, IEA-NEA.

The term “Board” or “District” when used hereafter shall mean the Board of Education or its administrators.

The term “employee” or - “educational support professional” when used herein shall refer to all educational support professionals who are employed on at least a 50% or more basis by the District and who are included in the bargaining unit represented by the Association.

ARTICLE II RECOGNITION

For purposes of negotiation, the Board of Education recognizes the Park Ridge Teacher Assistants' Association as the exclusive representative of all employees as defined above. Nothing contained herein shall abridge the rights of individual employees to present their views and recommendations to the Board pursuant to established procedures, provided that professional negotiations for employees shall be conducted only with the Association.

The Board agrees not to negotiate with any employee organization other than the Association during the term of this Agreement except as otherwise authorized by the *Illinois Educational Labor Relations Act*.

ARTICLE III BOARD RIGHTS

The Board, on behalf of the electors of the District, and consistent with applicable law, retains and reserves the ultimate right and responsibility for the proper management of the District in all of its various aspects, including, but not limited to, the responsibility for and the right to make and implement decisions with respect to the following:

- (1) To maintain management, organization, and administrative control of the District, its functions, its properties and facilities, its overall budget, and the professional activities of its employees;
- (2) To determine the organizational structure of and selection of new employees; to direct, supervise, evaluate, promote, assign, and transfer employees; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and to determine employee qualifications and the conditions for their continued employment, discipline, dismissal, or demotion.
- (3) To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; and to determine the standards of educational services and the methods and means of providing those services, including scheduling of classes and establishing, modifying, or eliminating courses of instruction, specific programs, athletic, recreational and social events, as deemed necessary or advisable by the Board; and
- (4) To establish rules and regulations and to revise, modify, or delete rules and regulations from time to time.

The exercise of the foregoing rights and responsibilities shall be limited only by the Board's legal duties and obligations as an "educational employer" subject to the *Illinois Educational Labor Relations Act*, other applicable laws, and the specific and express terms of this Agreement and then to the extent such specific and express terms are not in violation of the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Illinois *School Code* or any other national, state, county, district, or local laws or regulations as they pertain to education.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any monetary obligation or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

ARTICLE IV EMPLOYEE AND ASSOCIATION RIGHTS

A. Right to Organize

Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board.

B. Non-Discrimination and Duty of Fair Representation

The Association shall fulfill its duty of fair representation to all employees covered by this Agreement. The Association shall indemnify and hold the Board harmless from any and all liability that might arise if the Association fails to fulfill its duty of fair representation.

The Board shall not discriminate against any employee covered by this Agreement with respect to hours, wages, terms or conditions of employment by reason of an employee's membership or non-membership in the Association or participation or non-participation in negotiations between the parties.

C. Pertinent Information to Negotiations

The Board shall make available to the Association upon written request the most recent (1) annual financial report as reported on ISBE Form #50-35; (2) final annual budget as reported on ISBE Form #50-36; (3) tentative approved budget; (4) local audit and adopted budget; (5) information concerning each employee's position on the current salary schedule; (6) pupil enrollment data; (7) insurance and annuity program information; and/or (8) agency tax rate report. The Association shall be provided with access to public information and records and have the right to make copies of public information and records of which no extra copies are available. Nothing herein shall require the Board to compile any information or data which has not already been compiled. Publication of information requested by the Association on the District's website shall be deemed to satisfy the Board's obligations under this provision.

D. Educational Support Professional Protection

The Board agrees to protect and indemnify educational support professionals employed by the District and covered by this Agreement from suit to the extent provided by Section 10-20.20 of the Illinois *School Code*. An educational support professional shall report as soon as possible in writing to the building principal all cases of assault and/or battery suffered by them in connection with their employment, and all facts concerning the incident.

E. Placement on the Board Agenda

The PRTAA may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures concerning same.

F. Notice of Board Meetings

The Board shall notify the Association of all regular meetings, special meetings, and committee meetings. The Board shall advise the Association of any cancellations or postponements of those meetings. The Association shall provide the Board with the name of the individual to whom such notification is to be given. Publication of Board meeting information on the District's website shall be deemed to satisfy the Board's obligations under this provision.

G. Board Minutes

The Association President shall be provided with one (1) copy of the minutes of the Board after said minutes have been officially approved by the Board. Publication of Board minutes requested by the Association on the District's website shall be deemed to satisfy the Board's obligations under this provision.

H. Use of District Facilities and Equipment

Subject to scheduling and availability and with prior notification of the building principal or the Superintendent, the Association may meet within District facilities outside educational support professional work hours. The Association's use of District facilities must be without disruption to the school's operation. The Association may also have reasonable use of District equipment on District property (e.g., photocopy machines, projectors, screens, etc.). Such uses of District facilities and equipment shall not interfere with the conduct of school business nor in any case take precedence over school needs, and any materials used or other costs incurred shall be reimbursed by the Association.

I. Interschool Mail/Email Services

The Association President, members of the Association Executive Board, and the Association Negotiation Team members shall be permitted reasonable use of the interschool mail, e-mail, wireless networks, District computers, and voice mail systems for the conduct of legitimate Association business in accordance with the District's policy and guidelines on acceptable use of school computers and technology equipment. The Association's business communications cannot interfere with the normal operation of the schools and cannot occur during employee work hours, except for duty-free lunch. Employees, however, may read Association business communications, and Association officers may communicate with District administration during work hours. Association officers may also conduct Association business/communication with members during work hours when such business/communication is in response to administrative action.

The Association President or his/her designee, by prearrangement with the appropriate District administrator(s), shall be permitted reasonable use of the interschool mail system and access to employees' mailboxes for delivery of legitimate Association material.

J. Bulletin Boards

The Association shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Association notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan or political nature.

K. New Employees and Required Disclosure of Employee Information to Association

All newly hired employees shall be given a copy of their job description.

Within ten (10) calendar days of the beginning of the school term and every thirty (30) calendar days thereafter, the District will provide the Association with access to an editable digital file containing the following information concerning each employee in the bargaining unit:

- Employee name;
- Title;
- Worksite location;
- Home address;
- Work phone number;
- Identification number, if available;
- Any home and personal cellular phone numbers on file with the District;
- Date of hire;
- Work email address; and
- Any personal email address on file with the District.

Also, within ten (10) calendar days from the date of hire of a bargaining unit employee, the District will provide the following information concerning the new employee to the Association:

- Employee's name;
- Title;
- Worksite location;
- Home address;
- Work phone number;
- Any home and personal cellular phone numbers on file with the District;
- Date of hire;
- Work email address; and
- Any personal email address on file with the District.

L. Copies of Agreement

The District will post the Agreement on the District website. A paper copy of the Agreement will be provided to the Association President and Building Representatives.

M. Policy Handbooks

The District will post the *Board of Education Policy Handbook* on the District website. The Association President will be notified of any changes in Board Policies within ten (10) days

of posting. Publication of *Board of Education Policy Handbook* requested on the District's website shall be deemed to satisfy the Board's notice obligations under this provision.

N. Association Leave

The Association shall be allowed up to five (5) days of non-accumulative leave in aggregate in any school year with pay where such leave is necessary for delegates designated in writing by the Association to attend the official state convention or other official Association workshops, conferences, or meetings.

In addition, the Association shall be allowed up to an additional seven (7) days non-accumulative leave in aggregate in any school year with pay where such additional leave is necessary for delegates designated in writing by the Association to attend the official state convention or other workshops, conferences or meetings; provided, however, the leave shall be contingent on the District being able to arrange for a substitute and the Association shall reimburse the District for the cost of the substitute.

O. Safety Concerns

The principal or his/her designee shall acknowledge receipt by the end of the next school day of safety concerns about the work environment that are submitted to the principal by the affected educational support professional.

P. Complaint Against Employee

If the District is considering disciplinary action against an employee based on a complaint received by the District, the District shall inform the employee of the complaint and give the employee a chance to respond to the complaint.

Q. Educational Support Professional Evaluation

1. Evaluations. Evaluations are to be held by December 1 and May 1 for first- and second-year educational support professionals and May 1 for all educational support professionals with more than two (2) years of experience. Each evaluation shall include a conference and the completion of the official evaluation forms, with one copy given to the evaluatee and one copy being placed in the evaluatee's personnel file.

2. Association Input. The District will provide the Association with a copy of any new or changed evaluation form related to educational support professionals prior to the adoption of any such new or changed form and will consider comments of the Association concerning such a new or changed form.

ARTICLE V

CONDITIONS OF EMPLOYMENT

A. Probationary Period

Educational support professionals shall have a twelve (12) month probationary period. The Board shall be the sole judge as to whether any probationary educational support professional shall be retained or continued in employment. During an educational support professional's probationary period the Board shall have the sole right to lay off, discipline or discharge an educational support professional and the Board's exercise of such right shall not be subject to the grievance and arbitration procedure.

B. Discharge or Suspension Without Pay of a Non-Probationary Educational Support Professional

The suspension without pay or the discharge of a non-probationary educational support professional for reasons other than reduction in force shall be for just cause. If a non-probationary educational support professional believes that he/she has been suspended without pay or discharged for reasons other than reduction in force without just cause, he/she shall have the right to file a grievance in accordance with the provisions of Article IX of this Agreement. In any such arbitration proceeding, the preponderance of evidence standard shall be utilized by the arbitrator.

C. Holidays

- 1. Designation of Holidays.** Educational support professionals shall receive twelve (12) holidays without loss of pay. The designated holidays in any given school year will be included in the Board-adopted calendar.
- 2. Eligibility Requirements.** In order to be eligible for holiday pay, employees must work their last full scheduled work day before and the first full work day after the holiday.

D. Continuing Education

With the approval of the Assistant Superintendent for Human Resources, each employee may attend outside of his/her normal work week workshop(s) or college courses to improve job skills totaling not more than forty-two (42) clock hours per school year and be reimbursed at the employee's regular rate of pay. Denial of a request is not subject to the grievance or arbitration provisions of this Agreement.

E. Substitute Teaching/Class Coverage

An ESP with the necessary license to be utilized as a substitute teacher and who is assigned to substitute teach or to cover a class when a teacher is at a school related meeting during the workday, and no substitute is provided, shall receive the ESP's regular hourly rate plus \$15.00 per hour for the 2022-2023 school year.

The hourly rate will increase to \$15.30 per hour for the 2023-2024 school year (2% increase) and \$15.61 per hour for the 2024-2026 school year (2% increase).

For the remaining school years covered by this Agreement, the hourly rate shall increase annually equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the “tax cap,” subject to an annual floor of 1.0% and a ceiling of 2.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025).

F. School Calendar

The membership of the Calendar Committee shall normally consist of one PRTAA representative and one Administrative representative. These meetings will total no more than six (6) hours.

G. Personal Care Attendant

Educational support professionals who are consistently responsible for providing care to students that includes one or more of the following: diapering/toileting, tube feeding, or oral feeding shall accrue an annual stipend of \$1,281.83 for the 2022-2023 school year, \$1,307.47 for the 2023-2024 school year, and \$1,333.62 for the 2024-2025 school year.

For the remaining school years covered by this Agreement, the stipend shall increase annually equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the “tax cap,” subject to an annual floor of 1.0% and a ceiling of 2.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025).

Individuals who are eligible to receive this stipend will be authorized annually by the appropriate District administrator. Adequate training will be provided.

H. Health Assistant

For the 2022-2023 school year, employees working as health assistants shall accrue an annual stipend of \$1,281.836 and for 2023-2024 shall accrue a stipend of \$1,307.47 and for 2024-2025 shall accrue a stipend of \$1,333.62.

For the remaining school years covered by this Agreement, the stipend shall increase annually equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the “tax

cap,” subject to an annual floor of 1.0% and a ceiling of 2.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025).

I. Lunch Supervision

When an educational support professional is asked to supervise a student lunch period during the educational support professional’s duty-free lunch period, the educational support professional will receive lunch supervision pay of \$24.61 per duty free lunch period for the 2022-2023 school year, \$25.11 per duty free lunch period for the 2023-2024 school year, and \$25.61 per duty free lunch period for the 2024-2025 school year.

For the remaining school years covered by this Agreement, the lunch supervision pay rate shall increase annually equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the “tax cap,” subject to an annual floor of 1.0% and a ceiling of 2.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025)

ARTICLE VI HOURS OF WORK AND OVERTIME

A. Application of this Section

The purpose of this Section is intended only as a basis for calculating overtime, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

B. Normal Work Day

The normal work day for full-time educational support professionals shall not exceed seven (7) hours per day exclusive of the educational support professional's unpaid lunch period and any assigned extra duties (e.g., bus duty). Unless their arrival and departure times are set differently by educational support professionals' supervisors to meet student needs which may only occur with the approval of the educational support professional affected, educational support professionals at Jefferson and the elementary schools shall report to work on a normal work day twenty (20) minutes prior to the start of the student day (as that time is set forth in the Student Handbook) and shall depart ten (10) minutes after the end of the student day, including the shortened student day on Early Release Wednesdays. educational support professionals at the middle schools shall report to work thirty (30) minutes prior to the start of the student day and shall depart twenty (20) minutes after the end of the student day, including the shortened student day on Early Release Wednesdays.

Each full-time educational support professional shall be entitled to a duty-free lunch period of at least thirty (30) minutes. Additionally, each educational support professional will be entitled to one (1) paid break of at least fifteen (15) minutes to be assigned by his/her supervisor. The break period will be scheduled during the day while students are in attendance and may be attached to the thirty (30) minute duty-free lunch with approval of the educational support professional's supervisor.

Any work performed by an educational support professional beyond the regular work day must be approved in advance by the educational support professional's principal. Payment for such work will be made on the pay day following submission of approved time sheets. Time sheets (or an alternative electronic time-keeping record, if applicable) must be submitted by the end of the work week in which the work occurs. Educational support professionals assigned to perform bus or door duty and who actually work beyond the normal work day in order to complete such duties will be deemed to have received advance approval.

C. Overtime Pay

Educational support professionals shall be paid time and one-half their regular straight-time hourly rate of pay for any hours actually worked in performing their duties and responsibilities as educational support professionals which are in excess of forty (40) hours in a given week. Overtime must be approved in advance by the educational support professional's principal. Any assigned and approved hours worked beyond the educational support

professional's regularly scheduled hours of work per week up to and including forty (40) hours shall be paid at the educational support professional's straight-time hourly rate of pay.

With preapproval from the Administration, educational support professionals shall be granted the opportunity to obtain compensation equivalent to at the minimum, two (2) of their regular workdays during each year covered by this Agreement. Thus, the educational support professional will have the opportunity to receive full pay for at least 197 days each school year.

D. Changes in Normal Work Day

Should it be necessary in the District's judgment to establish work schedules departing from the normal work day, the District will give as much advance notice of such changes as practicable to all employees affected by such change. Unless the educational support professional voluntarily consents, no educational support professional shall be assigned a split work day.

E. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE VII VACANCIES AND TRANSFERS

A. Posting of Vacancies

The administration shall post on the District website notices of all vacancies for positions covered by this Agreement prior to filling any such vacancies. All interested employees shall have a reasonable opportunity to apply and be considered for such vacancy.

Ten (10) days after the expiration of the posting, the Assistant Superintendent for Human Resources or designee will notify the applicants of the disposition of the application. If posted vacancies lack specific information relating to the vacancy, such information will be available by contacting the Assistant Superintendent for Human Resources or the Director of Special Education/Pupil Services. Nothing herein shall be construed to require the Board to fill any position. Vacancies shall be posted only after honorably dismissed employees have been given the opportunity to exercise their recall rights pursuant to the provisions of Article VIII.

B. Transfers

It is the sole and exclusive responsibility of the administration to assign or transfer educational support professionals. Before making assignments of educational support professionals for the following school year, the administration will consider written transfer requests submitted to the Assistant Superintendent for Human Resources prior to the end of the school year. The employee shall receive written acknowledgement, in a timely manner, that a request for transfer was received.

In addition, educational support professionals who are transferred during the current school year or at the end of the school year shall be given a chance to meet with the Assistant Superintendent for Human Resources to discuss the transfer. educational support professionals will be informed about transfers directly involving them as soon as reasonably possible under the circumstances.

ARTICLE VIII SENIORITY, LAYOFF AND RECALL

A. Definition of Seniority

For the purposes of layoff and recall, seniority shall be calculated based on full-time service in accordance with the following guidelines:

1. A full-time educational support professional is one who is employed full-time for the full 183-day school year.
2. An educational support professional who works less than full-time shall accumulate prorated seniority credit. For example, if a full-time educational support professional was hired 20 school days after the start of the school year, the prorated seniority credit would be 163 days divided by 183 = which would convert to .89 of a full year of service. If an educational support professional worked one-half day for a full year, the prorated seniority credit would be 183 days x .5 = 91.5 days which, in turn, would convert to .5 of a full year of service.
3. While seniority is not terminated because of an absence due to an approved leave, no seniority credit shall be granted for a leave of absence approved by the Board.
4. If seniority is equal for educational support professionals, then the date on which the educational support professionals have signed their employment contracts shall be used to determine the seniority ranking.
5. Any educational support professional who is voluntarily or involuntarily transferred to a new position within a different category shall maintain seniority in the original position category but shall not accrue any further seniority in that category. In the new position category, the educational support professional must begin to accrue seniority anew (i.e., the employee does not carry over the years of seniority from the prior position).

Educational support professionals who have not successfully completed their probationary period shall not have seniority for the purposes of this Article.

B. Layoffs

If the Board determines to remove an educational support professional or reduce the hours an educational support professional works for reasons of reduction in force, educational support professionals shall be laid off in the reverse order of their service in the district (seniority) within each of the following categories:

1. Special Education Program Assistants, Learning Resource Center Assistants, and Regular Education Teacher Assistants
2. Health Assistants

The educational support professional with the least seniority in the affected category shall be dismissed or have his/her hours reduced first. If the reduced or dismissed educational support professional has previously accrued seniority in any of the other categories, said educational support professional shall have the right to be transferred to a position in such other categories if such position is held by a less senior educational support professional. Notification of layoff shall be by regular mail and also by either certified mail (return receipt/restricted signature requested) or personal delivery with receipt at least thirty (30) days prior to the dismissal of the employee or the reduction in hours. If a reduction in hours is due to an unforeseen reduction in the number of students, then the written notice must be mailed and given to the educational support professional at least five (5) days before the hours are reduced.

Probationary educational support professionals shall not have seniority for the purposes of this Article.

C. Recalls

If the Board has any educational support professional vacancies for the following school term or within one calendar year from the beginning of the following school term in one of the categories listed in Section B above, the positions thereby becoming available shall be tendered to the non-probationary educational support professionals who were reduced from that category of position in order of seniority.

If there are any remaining vacancies in a given category which the Board is seeking to fill and there are no educational support professionals from that category with recall rights, non-probationary educational support professionals from other categories who were laid off and who have recall rights shall be tendered the vacancies in order of seniority, provided they are qualified by skills, training, ability, and experience to hold the position.

In all cases where a non-probationary educational support professional has the right to be tendered a position as set forth above, a notice of recall shall be sent to the educational support professional by certified mail (return receipt/restricted signature requested) or by personal delivery with a signature receipt to the last address submitted to the Superintendent or his/her designee by the educational support professional. Failure of the educational support professional to affirmatively respond to such notice within ten (10) calendar days of its receipt or within fifteen (15) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article; provided, however, if the notice of recall is sent within sixty (60) calendar days prior to the start of the school calendar, failure of the educational support professional to affirmatively respond to such notice within five (5) weekdays of its receipt shall terminate the responsibility of the Board under this Article.

All notices of recall shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. It shall be the responsibility of each educational support professional who is laid off to advise the Superintendent in writing of his/her latest address.

The Board agrees to notify the Association President or his/her designee whenever a notice of recall is sent to an educational support professional.

D. Effects of Layoff

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to educational support professionals who are laid off:

1. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the educational support professional had at the time of his/her layoff shall be restored.
2. The educational support professional shall have the right to maintain insurance coverage under COBRA laws by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.
3. While the seniority of a non-probationary educational support professional who is laid off shall not be terminated if the educational support professional is recalled within one calendar year from the beginning of the school term following the educational support professional's layoff, seniority credit shall not accrue during the period of the layoff.

E. Seniority List

On or before February 1 of each year the Board shall distribute to the Association a seniority list for the educational support professionals showing their accumulated seniority credit calculated in accordance with the provisions of subsection (A) above. The District shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Assistant Superintendent for Human Resources within fifteen (15) calendar days after the Association's receipt of the list.

F. Termination of Seniority

Seniority and the employment relationship shall be terminated if an educational support professional:

1. quits or resigns;
2. is terminated for cause;
3. retires or is retired;
4. is laid off for one (1) calendar year from the beginning of the school term following a reduction in force;
5. fails to affirmatively respond to a notification of recall within the applicable time period specified above; provided, however, an employee's seniority shall not be terminated if he/she submits satisfactory documentation within the applicable time period specified above that he/she is legally obligated to be employed at another educational institution and has been denied permission to resign from said position;
6. fails to return from an approved leave of absence upon its expiration.

ARTICLE IX GRIEVANCE PROCEDURES

A. Definition

A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of the specific terms of any provision in this Agreement.

B. Adjustment

The parties hereto acknowledge that the best procedure for the solution of a problem is through free and informal communication between those involved. Open discussion, reasonable restraint, and a lively interest in the greater good of the education situation should characterize all efforts toward redress. Should these informal procedures fail to bring satisfaction, the grievant may initiate the following course of action.

Step I

The grievance shall be submitted in writing within twenty (20) days of the alleged grievance or within twenty-five (25) days after the grievant, through the use of reasonable diligence, should have become aware of the event giving rise to the alleged grievance. The alleged grievance shall set forth all known basic relevant facts on which it is based and the provisions of this Agreement allegedly violated and the remedy sought. This grievance shall be presented to the supervisor immediately involved, with a copy provided to the Association Grievance Committee. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The Association's representative may be present if requested by the grievant. The supervisor shall provide a written answer regarding the grievance to the grievant and the Association Grievance Committee within ten (10) days after the meeting. This answer shall include the reasons for the decision.

Step II

If the grievance is not resolved at Step I and the grievant wishes to appeal, the grievant shall refer the grievance in writing to the Superintendent or his/her official designee within ten (10) days after receipt of the Step I answer. The Superintendent or his official designee shall arrange a meeting with the grievant and such representatives as the grievant and/or the Superintendent or his official designee deem necessary to consider facts pertinent to the grievance. Such meeting shall take place within ten (10) days of the receipt of the appeal. Upon conclusion of the meeting, the Superintendent or his official designee shall have ten (10) days in which to provide the written decision with reasons to the grievant and the Association.

Step III

If the grievance is not resolved at Step II, the grievant may appeal the grievance by submitting a written referral of the grievance to the Board within ten (10) days after receipt of the Step II answer. An appeal to the Board shall be filed with the Superintendent. The Board shall

schedule a time during which to hear the grievance in closed session. If the appeal to the Board is submitted at least eight (8) days prior to a regular Board meeting, it will be scheduled for a grievance meeting at that Board meeting. If the appeal is submitted with less than eight (8) days' notice before the Board's regularly scheduled meeting, then the grievance meeting shall be scheduled for the following regular Board meeting. The Board may determine in its sole discretion to schedule a grievance appeal at a special Board meeting prior to the next regularly scheduled Board meeting. Within ten (10) days from the date of the appeal hearing with the Board, the Board shall provide its written response to the grievance.

Step IV

If the grievance is not resolved at Step III, the Association shall refer the grievance to binding arbitration within twenty (20) days after receipt of the answer in Step III by filing a demand for arbitration with the American Arbitration Association. The American Arbitration Association Rules for Voluntary Labor Arbitration shall apply.

The arbitrator shall have no right to amend, notify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the Board and the Association and shall have no authority to make an award on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions in violation of applicable Federal, State and local laws, and rules and regulations having the force and effect of law which are issued by agencies having regulatory authority over the Board. The arbitrator shall submit in writing his/her decision and award within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The award shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement. Consistent with these provisions, the arbitrator shall have the authority to make an award concerning the remedy, if any, that he/she considers to be appropriate.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

C. General Guidelines

1. If the Board challenges the arbitrability of a grievance on the grounds that the grievance was not submitted within the required time limits set forth in Step I, this issue may be processed as part of the grievance in accordance with the Grievance Procedure set forth in this Article. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered to be acceptance of the decision rendered at that step. Failure at any step of this procedure to answer a grievance within the specific time limits shall permit the grievant (and the Association with respect to appeals to Step IV) to proceed to the next step.
2. All time limits consist of school days. However, if a grievance is submitted less than ten (10) days before the close of the current school term or during the summer, the time limits shall consist of all weekdays in order that the grievance

may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee employment days.

3. If the grievant, the immediately involved supervisor, the Association, and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.
4. Class grievances involving two or more employees which involve the same facts may be initially filed by the Association at Step II.
5. The Board acknowledges the right of the Association to participate in the processing of grievances in accordance with the provisions of the *Illinois Educational Labor Relations Act* (IELRA). No employee shall be required to discuss any grievance if the Association's representative is not present.
6. The Board and the Administration shall cooperate with the Association, and vice versa, in investigation of any grievance, and further, they shall furnish each other with such information requested for the processing of any grievance, but this does not involve the preparation of any material or information not already available to the Board, Administration or Association.
7. No reprisals of any kind shall be taken by the Board or the Administration against an employee because of his/her participation in this grievance procedure. Furthermore, the Association shall not participate in any reprisals against administrators or supervisors for any testimony or decisions given because of participation in this grievance procedure.
8. Should the Board or the Superintendent require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits for the investigation or processing of any grievance. The parties agree to schedule arbitration hearings insofar as practicable at times when employees can be present to testify as witnesses without interfering with their teaching or other assigned duties; provided that if an employee is required to testify during his/her regular assignment, said employee shall be released without loss of pay or benefits for the purpose of testifying. In addition, up to two (2) Association representatives shall be released to attend arbitration and/or IELRB hearings without loss of pay or benefits.
9. Grievances, responses to grievances, appeals, and other records dealing with the processing of a grievance shall not be placed in personnel files.
10. A grievance may be withdrawn by the grievant at any level without establishing a precedent.
11. Nothing contained herein shall be construed as limiting the right of any employee to file a grievance in accordance with the procedures set forth herein without the

support or intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

12. Upon written mutual consent, time limits may be extended.
13. If any employee files any claim or complaint in any court of law or other appropriate governmental agency other than the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure set forth herein.
14. By the mutual agreement of both parties, a grievance that has been appealed to arbitration in timely fashion may be handled in accordance with the expedited labor arbitration rules of the American Arbitration Association and/or in accordance with such expedited procedures as the parties may mutually agree to.

ARTICLE X
NON INTERRUPTION OF WORK

During the term of this Agreement neither the Association nor any employee covered by this Agreement shall instigate, promote or participate in any strike, sympathy strike or other concerted stoppage of work.

The Association shall not be held responsible for actions of individual employees in which it has not participated, instigated or promoted.

ARTICLE XI

EMPLOYEE FILES (PERSONNEL)

Each employee shall have the right, upon request, to review the content of any file pertaining to him/her. At the employee's request, a representative of the Association may accompany the employee in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. No employee shall remove any material from his/her personnel file but shall have the right to make a copy of it. Such review shall not be applicable to the following confidential materials: recommendations by colleges or universities, or evaluations by previous employers. Employees' files shall contain the minimum items of information as follows:

- Required medical information
- All employee evaluation reports
- Copies of all notifications of reemployment
- Copies of all notifications of supplemental duties
- Any other documents which could be used as a basis for discipline, reemployment, demotion, promotion, reassignment, or salary

An employee shall be advised within five (5) school days of placement in his/her file of any document relative to observation, corrective interview, or reemployment. The employee shall have the opportunity of filing a written response to this material in the file within thirty (30) calendar days.

ARTICLE XII SALARIES AND BENEFITS

A. Salary

Effective for the 2022-2023, 2023-2024 and 2024-2025 school years, educational support professionals shall be paid the applicable hourly rate in accordance with their placement on the compensation schedules that are attached as Appendix A, Appendix B, Appendix C, and Appendix D, respectively. All three schedules were developed by providing a step increase in the amount of 1.75% over the prior year's hourly rate and also applying an increase in the base in the following amounts:

2022-2023: Raise starting pay from \$17.04/hour to \$19.15/hour
2023-2024: 3.25%
2024-2025: 3.25%

The compensation schedules for 2022-2023, 2023-2024, and 2024-2025 are attached hereto as Appendix A, Appendix B and Appendix C.

For the 2022-2023 school year, the hourly rate increase shall be effective July 1, 2022 and any retroactive pay increase owed shall be paid to educational support professionals who are employed with the District on February 16, 2023. The retroactive pay shall be issued within thirty (30) calendar days after the Association and Board have both approved this Agreement. Educational support professionals who were employed during the 2022-2023 school year, but were either dismissed or who resigned prior to February 16, 2023, are not eligible for retroactive pay. Also, six (6) steps were added to the salary schedule in 2022-2023. Despite the addition of the new steps, all educational support professionals, including those who have been on the longevity step for multiple years, will only move one step per year during the life of this Agreement.

The compensation schedules for 2025-2026 and 2026-2027 will be developed by providing a step increase in the amount of 1.5% over the prior year's hourly rate and by also applying a base increase over the prior year's hourly rate that shall be equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the "tax cap," subject to an annual floor of 1.0% and a ceiling of 2.0%.

More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025). Notwithstanding the percentage increase in the annual CPI-U, however, the base hourly rate increase will not exceed the aforementioned ceiling of 3.25%.

The compensation schedules for the 2025-2026 and 2026-2027 school years will be prepared and posted after the release of the applicable CPI-U.

Newly-hired educational support professionals may be placed at a higher step of the appropriate compensation schedule because of educational background or experience, but the placement shall not be higher than a Step Three.

Educational support professionals will be placed on the appropriate longevity column of the applicable hourly rate schedule (L1, L2 or L3) based on their years of service (see Article XII, Section B):

L1	-	11 to 15 years of service
L2	-	16 to 20 years of service
L3	-	21 + years of service

They will continue to move down steps also until they reach the last step available based on years of service.

B. Longevity Pay

After completing ten (10) years of service in the District and with the recommendation of their immediate supervisor, educational support professionals will receive longevity pay that is five percent (5%) above the hourly rate for their step. After completing fifteen (15) years of service in the District and with the recommendation of their immediate supervisor, educational support professionals will receive longevity pay that is eight percent (8%) above the hourly rate for their step. After completing twenty (20) years of service in the District and with the recommendation of their immediate supervisor, educational support professionals will receive longevity pay that is fifteen percent (15%) above the hourly rate for their step. Years of District service will be computed on the same basis that seniority is computed as set forth in Article VIII, Section A.

C. Stipends for Extracurricular Responsibilities and Coaching Assignments

The amount to be paid for acceptance of extracurricular responsibilities and for coaching assignments, if any, for the 2022-2027 school years shall be in accordance with Appendix B attached to the collective bargaining agreement between the Board and the PREA. Required contributions for pension contributions to either the Illinois Municipal Retirement Fund or to the Teachers' Retirement Fund (if the position requires certification) shall be made by the District from the stipend amounts paid to the educational support professionals.

D. Camp Duncan Payment and Great America

Any educational support professional who works the entire Camp Duncan day/and or overnight and/or Great American field trip will receive the Camp Duncan stipend listed on Appendix B in the PREA contract. If the District does not provide transportation to and from Camp Duncan or Great America and, as a result, an educational support professional must obtain his/her own transportation, the educational support professional will be paid a mileage reimbursement in accordance with the approved IRS rates. If the District adds additional student field trips/outings that fall outside school hours, the District and Association shall meet to bargain the compensation for such trip/outing if educational support professional are expected to attend.

E. Pay for Unused Sick Leave at Retirement

Educational support professionals who resign for retirement purposes under IMRF on or before June 30, 2027 only and with at least twelve (12) years of full-time service as an educational support professional in the District shall be paid sixty-five dollars (\$65.00) for each day of accumulated and unused sick leave which an educational support professional has at time of retirement under IMRF, up to a maximum of one hundred (100) days. No such pay shall be made for any day of unused sick leave that is used for additional service credit under IMRF. Said payment shall be made as a post-retirement severance benefit in the month following the month after retirement and is not intended to be added to compensation in the educational support professional's final year of service.

F. District Retirement Recognition Program

Educational support professionals who resign for retirement purposes under IMRF on or before June 30, 2027 only and have twelve (12) years of service as an educational support professional in District 64 shall receive a retirement benefit as a post-retirement lump sum payment in the amount of three hundred twenty-five dollars (\$325.00) for each year of service as an employee of District 64, not to exceed twenty (20) years. Irrevocable notice of intent to retire must be submitted by February 1, 2027 except for during the 2022-2023 school year during which the irrevocable notice of intent to retire must be submitted by April 3, 2023. Only those educational support professionals who remain employed at their current work load up to the date of retirement indicated in their irrevocable notice shall be eligible for the service recognition payment. Payout of the service recognition lump sum shall occur no later than the first payroll of the month following the month after the educational support professional's resignation.

G. Insurance Provision

1. Health Insurance Programs.

Effective September 1, 2022, for all full-time educational support professionals who are covered by the District's medical-surgical programs (or who request and are eligible to be covered in the thirty-day period prior to September 1), such educational support professionals shall pay the following percentage per month for the premium cost of the coverage option selected:

	Effective 09/01/2022	2022-2023 Monthly	% DISTRICT PAYS	District Monthly Share	Dist share 24 Pays	% EMPLOYEE PAYS	Employee Monthly Share
NIHIP PPO 350	Emp	\$ 1,025.33	90.00%	\$ 922.81	\$ 461.40	10.00%	\$ 102.52
	Emp + 1	\$ 2,023.96	67.00%	\$ 1,356.05	\$ 678.03	33.00%	\$ 667.91
	Family	\$ 2,898.64	61.00%	\$ 1,768.17	\$ 884.09	39.00%	\$ 1,130.47
PPO 750	Emp	\$ 893.06	97.00%	\$ 866.27	\$ 433.13	3.00%	\$ 26.79
	Emp + 1	\$ 1,762.86	76.00%	\$ 1,339.77	\$ 669.89	24.00%	\$ 423.09
	Family	\$ 2,524.69	69.00%	\$ 1,742.04	\$ 871.02	31.00%	\$ 782.65
PPO 1200	Emp	\$ 790.37	96.9000%	\$ 765.87	\$ 382.93	3.10%	\$ 24.50
	Emp + 1	\$ 1,560.59	85.5000%	\$ 1,334.30	\$ 667.15	14.50%	\$ 226.29
	Family	\$ 2,234.98	78.5000%	\$ 1,754.46	\$ 877.23	21.50%	\$ 480.52
HDHP 1400	Emp	\$ 837.05	97.0000%	\$ 811.94	\$ 405.97	3.00%	\$ 25.11
	Emp + 1	\$ 1,652.34	78.0000%	\$ 1,288.83	\$ 644.41	22.00%	\$ 363.51
	Family	\$ 2,366.42	72.0000%	\$ 1,703.82	\$ 851.91	28.00%	\$ 662.60
HMOI-20 HMO Illinois 20	Emp	\$ 575.11	95.8400%	\$ 551.19	\$ 275.59	4.16%	\$ 23.92
	Emp + 1	\$ 1,135.27	67.9600%	\$ 771.53	\$ 385.76	32.04%	\$ 363.74
	Family	\$ 1,625.86	63.2400%	\$ 1,028.19	\$ 514.10	36.76%	\$ 597.67
BAHMO30 BLUE ACCESS 30	Emp	\$ 533.49	95.8400%	\$ 511.30	\$ 255.65	4.16%	\$ 22.19
	Emp + 1	\$ 1,053.12	67.9600%	\$ 715.70	\$ 357.85	32.04%	\$ 337.42
	Family	\$ 1,508.20	63.2400%	\$ 953.79	\$ 476.89	36.76%	\$ 554.41
MET LIFE Dental ORTHO MAX PPO	Emp	\$ 41.05		\$ 41.05	\$ 20.53		\$ -
	Emp + 1	\$ 79.18		\$ 41.05	\$ 20.53		\$ 38.13
	Family	\$ 127.16		\$ 41.05	\$ 20.53		\$ 86.11
"NEW" BCBSIL HMO DENTAL	Emp	\$ 29.24		\$ 29.24	\$ 14.62		\$ -
	Emp + 1	\$ 52.67		\$ 29.24	\$ 14.62		\$ 23.43
	Family	\$ 89.74		\$ 29.24	\$ 14.62		\$ 60.50
NIHIP VSP VISION BUY-UP	EMP	\$ 7.93				100%	\$ 7.93
	Couple & Family	\$ 22.32				100%	\$ 22.32

The above amounts represent the educational support professional's monthly share of the premium for the first year of the Agreement. Rates for each future year will be increased by the lesser of (1) the total rate of increase for premiums as calculated by the insurance provider, or (2) ten percent (10%).

The Board will continue to pay sixty dollars (\$60) per month (\$720 per year) towards the premiums of group loss of income insurance, group term life

insurance, group long term disability insurance, or tax-sheltered annuities, during the term of this Agreement for full-time employees who have waived the District's health insurance coverage and were receiving the sixty dollars (\$60) per month payment prior to July 1, 2016. No other employees are eligible for the sixty dollars (\$60) per month payment set forth in this paragraph.

2. **Part-Time Employee Coverage.**

Employees who are employed on at least a 50% or more basis but less than full-time shall receive the applicable pro-rata amount.

Example: For an employee employed on a 75% basis who requests to be covered by the District's medical-surgical programs, the Board shall pay 75% of the amount that the Board pays monthly for full-time employees for the coverage selected and the employee shall pay the remaining amount.

3. **Insurance Information.** The Association President shall be provided with reasonable access to the master contracts for the District's medical-surgical programs covering bargaining unit employees, as well as any riders or revisions thereto which the District receives from its carriers and health care providers. In addition, the PRTAA President shall be provided, upon written request, relevant and available information pertaining to the District's insurance and annuity programs. Nothing herein shall require the Board to compile any information or data which has not already been compiled.

4. **Insurance Changes.** The Board shall have the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits is substantially the same or better. Before the Board changes insurance carriers or otherwise provides for coverage, the Association shall be given advance notice and an opportunity to present its views through its participation in the District Insurance Committee.

5. **Section 125 Plan.** The Board will offer to all educational support professionals the opportunity to participate in a flexible spending arrangement (FSA) for health care premiums, dependent care assistance, and medical care reimbursement as specified in Section 125 of the *Internal Revenue Code*. The District will administer the plan and assume all costs incurred in its administration.

6. **District Insurance Committee.**

The District Insurance Committee ("Committee") will be continued during the term of this Agreement for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance and to make recommendations concerning same. The Committee will continue to be comprised of, but not limited to, a teacher representative from each building and representatives from each of the educational support professional staff and the custodial staff. The chair of the Committee shall be a District administrator

designated by the Superintendent who shall be responsible for scheduling meetings and preparing written information for each meeting. The Committee will meet as necessary but at least two (2) times per year. The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to committee members; however, the chair will protect the confidentiality of individual plan participants as required by applicable law. The Committee may meet with consultants as needed.

7. Health Care Tax Negotiations.

- a. If, during the life of this Agreement, a law is adopted that taxes health care benefits of educational support professionals, the Agreement shall be re-opened to negotiate salary and health care benefits for each remaining year of this Agreement.

H. Dental Insurance

Employees shall be covered by a Board paid dental plan for individual employee coverage. Employees may purchase dependent coverage under said plan at a cost not to exceed the difference between the premium of the single coverage and the premium of the chosen dependent coverage.

I. Term Life Insurance

The Board will pay to the estate or the named beneficiary of a deceased employee or person named by the employee in written direction filed with the District the sum of \$50,000.

J. Voluntary Long-Term Disability Insurance

The Board will offer a voluntary long-term disability insurance plan which employees may elect to participate in at their own expense. The plan will be selected with the advice of the District's Insurance Committee and will be designed to coordinate with the disability coverage provided by the Illinois Municipal Retirement Fund and workers' compensation.

K. Payroll Deductions

Payroll deductions shall be by written consent for the following items over twenty-four (24) pay checks in a twelve (12) month period according to the individual employee's wage agreement:

1. Tax-sheltered annuities.
2. Credit Union - A loan amount or share amount may be deducted upon filing a payroll deduction form. A Credit Union payroll deduction may be canceled by notifying the business office. These deductions are not to fluctuate monthly.

3. Park Ridge Community Fund – Limited to six months.
4. Hospital and protection insurance premiums.
5. Membership in the Association and its state and national affiliates, IEA and NEA (authorization forms supplied by the Association).
6. All deductions for Credit Union, tax-sheltered annuities, and Association dues shall be remitted within thirty (30) days of the deduction.

ARTICLE XIII LEAVES OF ABSENCE

A. Time Off With Pay

All full-time employees will be awarded sick leave and/or personal business leave annually according to the following schedule:

Years of experience in the District	1	2	3	4	5	6+	27+
Sick leave days							
(personal, family or household)	10	10	12	12	15	15	17
Personal business days	3	3	3	3	3	3	3

1. **Sick Leave.** As authorized in the *School Code*, sick leave days may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. “Immediate family” shall mean the employee’s parents, spouse, brothers, sisters, children, sons-in-law, daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

Pursuant to the *Illinois School Code*, the employee may use up to thirty (30) accumulated sick leave days because of the birth of a child without submitting medical certification. These thirty (30) days must be used consecutively when used for birth except that the right to use such days will not be diminished by intervening breaks (winter/spring/summer recess) or holidays. If an employee is on FMLA leave because of the birth of a child, the employee must first use his/her accumulated thirty (30) sick leave days per the *School Code* for the first thirty (30) workdays of the FMLA leave and then the remainder of the FMLA leave will be unpaid unless the employee can submit medical certification justifying continued use of accumulated sick leave.

For use of paid sick leave or adoption or foster care, the employee shall provide evidence that the formal process is underway. Sick leave used for this purpose is limited to thirty (30) working days but need not be used consecutively.

2. **Personal Leave.** Personal business leave shall be used for only those absences for personal business which cannot be scheduled or handled on days or at times other than during working hours. Examples of such leave shall include religious holidays, mandatory appearances for legal proceedings, graduations and weddings in the family, and attendance at funerals for persons not included within the definition of “immediate family,” but shall not include such things as planned vacations and remunerative activities or any activity that can realistically be scheduled during non-school time.

No more than two (2) personal days shall be taken consecutively, and personal days may not be used immediately prior to or following a holiday, a three-day weekend, or an extended holiday period except in an extreme emergency, and

then only with the Superintendent's or designee's approval as exercised in his/her sole discretion. Additional emergency personal business days may be granted under extenuating circumstances in the sole discretion of the Superintendent. Employees who are employed on at least a 50% or more basis but less than full-time shall receive sick leave and personal business days on a pro-rata basis. Example: An employee employed on a 50% basis in his/her first year with the District shall be allowed ten (10) one-half sick leave days (personal and family) and two (2) one-half personal business days without loss of pay.

3. **Religious Leave.** When an educational support professional's religion requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar, up to two (2) days with pay may be taken annually. Any such days shall be deducted from unused sick leave days.
4. **Maximum Accumulation.** All unused days (sick leave or personal business) shall accumulate as sick leave days to a maximum of 275; provided, however, the maximum accumulation shall be determined at the end of the school year. Example: An employee with 275 accumulated sick leave days at the end of the school year shall be credited with an additional 15 sick leave days and 3 personal business days at the start of the next school year, with the understanding that the maximum number of accumulated sick leave days at the end of said school year shall not exceed 275, regardless of whether the employee uses any of said 15 sick leave days or said 3 personal business days.

Sick leave days may not be used for personal days, but personal days may be used for sick leave days, and when not used, added to the accumulation of unused sick leave days. Up to three (3) personal business leave days may be accumulated and carried over to the following year, up to a maximum of six (6). Example: If an educational support professional does not use any personal business leave days during the 2022-2023 school year, the three (3) unused personal business leave days shall be carried over to the 2023-2024 school year, giving the educational support professional a total of six (6) personal leave days with the additional allotment of three (3) personal business leave days for the 2023-2024 school year. If this same educational support professional uses two (2) personal business leave days during the 2023-2024 school year, three (3) days shall be carried over to the 2024-2025 school year and one (1) day shall be added to the educational support professional's accumulated sick leave days subject to the agreement specified maximum accumulation.

B. Notification of Accumulated Sick and Personal Leave Days

An accounting of accumulated sick leave and personal leave shall be electronically available to each employee by October 25.

C. Parental Leave

The Board shall grant parental leave without pay for all non-probationary educational support professionals upon written request, which request shall be filed in writing no later than 120 days prior to the anticipated birth of the child or upon ascertainment of such condition, whichever shall be later. All such leaves shall include a plan for the commencement and termination of the leave as determined by the non-probationary educational support professional and the Superintendent or the Superintendent's designee, and a representative of the Association, if an Association representative is requested by the non-probationary educational support professional. The primary consideration in developing the plan shall be that the continuity of instruction for the students be maintained to the maximum degree possible. Leave shall be for a maximum length of one (1) full school year; provided that if the leave begins on or after November 1, then the maximum length shall be the remainder of the current school year plus one (1) additional year. Any request for such leave to commence prior to November 1 shall commence the first day of the school year. Parental leave shall be subject to the following conditions:

1. A non-probationary educational support professional who desires to take unpaid parental leave for purposes of birth and child-care of a newborn shall submit a written request to the Superintendent or designee no later than 120 calendar days prior to the anticipated birth of the child. The application shall indicate the proposed starting and ending dates of the leave and shall be accompanied by a written statement from the educational support professional's obstetrician or legally-qualified health care provider indicating the expected date of delivery and an opinion whether she may safely continue in employment, including the performance of all regular duties. In addition, an educational support professional returning from parental leave for birth and care of a newborn shall submit evidence from her qualified physician indicating that she is medically able to perform all of her teaching duties.
2. Sick leave provisions in this Agreement and parental leave shall not be applicable at the same time, provided that parental leave may commence immediately before and/or immediately after use of sick leave for maternity disability purposes or adoptive purposes as herein provided. Accumulated sick leave shall be restored to the teacher upon return to employment in the District.
3. A non-probationary educational support professional who desires to take unpaid parental leave for purposes of adoption or placement for adoption shall submit a written request to the Superintendent or designee of the anticipated date of adoption or placement of the child with the adoptive parent(s). If possible, application shall be made at least 120 calendar days, or as soon as practicable, prior to the anticipated date of adoption or placement. It shall be the responsibility of the educational support professional to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.
4. As with any other unpaid leave, any educational support professional granted parental leave may make arrangements to continue coverage under the District's

medical-surgical program at his/her own expense during his/her leave. For that portion of parental leave that also qualifies as leave under the FMLA, the educational support professional shall receive insurance coverage pursuant to the provisions of Section F above for up to the maximum period of time provided under the *Family and Medical Leave Act* (i.e., up to twelve (12) weeks within a year).

5. Any non-probationary educational support professional granted parental leave who has worked at least one hundred and twenty (120) days of the school year prior to going on parental leave shall be considered to have completed a full year for purposes of advancement on the salary schedule and pro-rata seniority credit if otherwise eligible.
6. Non-probationary educational support professionals on an approved parental leave shall be subject to the provisions of Article VIII (Seniority, Layoff and Recall).
7. While on parental leave a non-probationary educational support professional will not engage in substantial alternative employment.
8. Any time spent on parental leave, including any use of sick leave as provided in subsection 1 above, for which an employee could take leave under the Family and Medical Leave Act of 1993 shall be deemed to be FMLA leave as well.

D. Family and Medical Leave Act of 1993

The Board may adopt policies to implement the *Family and Medical Leave Act of 1993* (FMLA) that are in accord with what is legally permissible under the Act. Examples of the purposes for which eligible employees can use FMLA leave include:

1. birth and/or care of a newborn child within the twelve (12) months after the birth of the child;
2. placement of a child for adoption or foster care within the twelve (12) months after the placement of the child;
3. care of an educational support professional's spouse, child, or parent with a serious health condition;
4. treatment of an educational support professional's own serious health condition; and
5. certain military-related purposes.

E. Other Leave Provisions

A leave of absence without pay of up to one (1) year may be granted to any full-time educational support professional, upon application and approval, in the sole discretion of the Board, for the purpose of study, travel, or personal business. No experience step increase shall be

granted on the salary schedule for the period of such leave. Such leave may be extended for up to an additional one (1) year under the same terms and conditions.

F. Workers' Compensation

The Board shall pay the State of Illinois prescribed workers' compensation payment to an employee who is determined to be eligible to receive workers' compensation pursuant to 820 ILCS 305/1 *et seq.* Said educational support professional may elect to receive any additional sick leave compensation paid by the Board and available to the educational support professional (i.e., 1/3rd of a sick day to bring the employee to full salary) or to receive only the workers' compensation benefits to which the educational support professional is entitled (i.e., 2/3rd of salary).

ARTICLE XIV
PRIORITY OF DOCUMENTS

In the event of conflict between this document and other written policies of the Board, this Agreement, if applicable, takes priority over and controls the others.

ARTICLE XV
NEGOTIATION PROCEDURES

The parties agree to begin negotiations by March 1 in which this Agreement terminates, unless otherwise agreed. Should the parties require the assistance of a mediator, either party may request assistance from the Federal Mediation and Conciliation Service (FMCS). The submission of a request to FMCS by one party shall obligate the other party to join in such request.

ARTICLE XVI
ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVII
WAIVER OF BARGAINING

The parties acknowledge that, during the negotiations which resulted in 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, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to during such collective bargaining process, or any item covered specifically in this Agreement. This provision shall not, however, prohibit the parties from mutually agreeing to alter, change, add to, delete or otherwise voluntarily modify this Agreement in accordance with Article XVII.

ARTICLE XVIII
APPLICABLE STATE LAW

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between the Park Ridge Teacher Assistants' Association and the Board of Education, Community Consolidated School District 64, and shall be changed only in writing signed by both parties.

ARTICLE XIX
SAVINGS CLAUSE

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


ARTICLE XX
RATIFICATION AND DURATION OF AGREEMENT

This Agreement, upon ratification first by the Association and then by the Board, shall be binding upon both parties. This Agreement shall remain in effect through 11:59 p.m. of the day prior to first day of school in 2027.

ARTICLE XXI APPROVAL


**For the Park Ridge Teacher
Assistants' Association**

Karin Zinner
President


Secretary

Date Ratified

For the Board of Education
District 64


President

Phyllis Kubinski
Secretary

3-6-23

Date Ratified

APPENDIX A
2022-2023 PRTAA HOURLY SALARY RATES

2022-2023	Step	Base	Lane 1	Lane 2	Lane 3	Lane 4
	1	\$ 19.15				
	2	\$ 19.49				
	3	\$ 19.83				
	4	\$ 20.17				
	5	\$ 20.53				
	6	\$ 20.89				
	7	\$ 21.25				
	8	\$ 21.62				
	9	\$ 22.00				
	10	\$ 22.39				
	11	\$ 22.78	\$ 23.92			
	12	\$ 23.18	\$ 24.34			
	13	\$ 23.58	\$ 24.76			
	14		\$ 25.19			
	15		\$ 25.64			
	16		\$ 26.08	\$ 26.83		
	17		\$ 26.54	\$ 27.30		
	18			\$ 27.78		
	19			\$ 28.26		
	20			\$ 28.76		
	21			\$ 29.26	\$ 31.16	
	22			\$ 29.77	\$ 31.70	
	23				\$ 32.26	
	24				\$ 32.82	
	25				\$ 33.40	
	26				\$ 33.98	
	27				\$ 34.57	
	Longevity					\$ 35.06

APPENDIX B
2023-2024 PRTAA HOURLY SALARY RATES

2023-2024	Step	Base	Lane 1	Lane 2	Lane 3	Lane 4
	1	\$ 19.77				
	2	\$ 20.12				
	3	\$ 20.47				
	4	\$ 20.83				
	5	\$ 21.19				
	6	\$ 21.56				
	7	\$ 21.94				
	8	\$ 22.33				
	9	\$ 22.72				
	10	\$ 23.11				
	11	\$ 23.52	\$ 24.69			
	12	\$ 23.93	\$ 25.13			
	13	\$ 24.35	\$ 25.57			
	14		\$ 26.01			
	15		\$ 26.47			
	16		\$ 26.93	\$ 27.70		
	17		\$ 27.40	\$ 28.19		
	18			\$ 28.68		
	19			\$ 29.18		
	20			\$ 29.69		
	21			\$ 30.21	\$ 32.17	
	22			\$ 30.74	\$ 32.73	
	23				\$ 33.31	
	24				\$ 33.89	
	25				\$ 34.48	
	26				\$ 35.08	
	27				\$ 35.70	
	Longevity					\$ 36.20

APPENDIX C
2024-2025 PRTAA HOURLY SALARY RATES

2024-2025	Step	Base	Lane 1	Lane 2	Lane 3	Lane 4
	1	\$ 20.41				
	2	\$ 20.77				
	3	\$ 21.13				
	4	\$ 21.50				
	5	\$ 21.88				
	6	\$ 22.26				
	7	\$ 22.65				
	8	\$ 23.05				
	9	\$ 23.45				
	10	\$ 23.86				
	11	\$ 24.28	\$ 25.49			
	12	\$ 24.70	\$ 25.94			
	13	\$ 25.14	\$ 26.39			
	14		\$ 26.86			
	15		\$ 27.33			
	16		\$ 27.80	\$ 28.60		
	17		\$ 28.29	\$ 29.10		
	18			\$ 29.61		
	19			\$ 30.13		
	20			\$ 30.65		
	21			\$ 31.19	\$ 33.21	
	22			\$ 31.74	\$ 33.79	
	23				\$ 34.38	
	24				\$ 34.99	
	25				\$ 35.60	
	26				\$ 36.22	
	27				\$ 36.85	
	Longevity					\$ 37.38

APPENDIX D
2025-2026 PRTAA HOURLY SALARY RATES

TO BE DETERMINED AFTER DECEMBER 2023 CPI IS RELEASED

APPENDIX E
2026-2027 PRTAA HOURLY SALARY RATES

TO BE DETERMINED AFTER DECEMBER 2024 CPI IS RELEASED