

A G R E E M E N T

BETWEEN THE

**BOARD OF EDUCATION
SKOKIE SCHOOL DISTRICT 73.5
Cook County, Illinois**

AND THE

**SKOKIE 73.5 PSRP COUNCIL
LOCAL 1274, IFT-AFT/AFL-CIO
2021-2025**



A Union of Professionals

Table of Contents

Article 1	Recognition	5
1.1	Recognition of the Union	5
1.2	Union's Exclusive Bargaining Rights	5
1.3	Definitions	5
1.4	Management Rights	5
Article 2	Employee and Union Rights	7
2.1	Union Dues Deductions	7
2.1.1		7
2.1.2		7
2.1.3		7
2.1.4		7
2.1.5		7
2.2	COPE Deduction	8
2.3	Use of Bulletin Boards	8
2.4	Use of Buildings	8
2.5	Distribution of Material	8
2.6	Labor Management Meetings	8
2.7	Union Release Time	9
Article 3	Working Conditions	10
3.1	Employee Classifications	10
3.2	Probationary Period	10
3.3	Calendar and Hours	10
3.4	Breaks and Meal Periods	11
3.5	Overtime	12
3.6	Nursing Coverage	12
3.7	Notice of Assignment	12
3.8	Method of Salary Payment	12
3.9	Work Environment and School Closure	13
3.10	Personal Injury/Assault	13
3.11	Seating and Storage of Personal Belongings for Paraprofessionals	13
Article 4	Personnel Files	14

4.1	Personnel File	14
4.2	Right of Access	14
4.3	Placement of Material in Personnel File	14
4.4	Right of Copy	14
4.5	Removal of Material from the Personnel File	14
Article 5	Leave	15
5.1	Sick and Personal Leave	15
5.1.1		15
5.1.2		15
5.1.3		15
5.1.4		15
5.1.5		15
5.1.6		15
5.1.7		15
5.1.8		16
5.2	Bereavement Leave	16
5.3	FMLA Leave	16
5.4	Jury Duty	16
5.5	Religious Observance	16
5.6	Holidays	16
5.7	Paid Vacation Days	17
5.7.1		17
5.7.2		17
5.7.3		17
Article 6	Evaluation	18
6.1	Evaluation Committee	18
6.2	Committee Work	18
6.3	Annual Evaluation	18
6.4	Job Descriptions	18
Article 7	Discipline	19
7.1	Investigatory Meetings	19
7.2	Just Cause and Progressive Steps	19
Article 8	Vacancies	20

8.1	Posting of Vacancies	20
8.2	Interviews for Vacancies	20
8.3	Summer Work	20
Article 9	Wages and Related Provisions	21
9.1	Starting Wages	21
9.2	Wages Increases	21
9.3	Stipend Payment	21
9.4	Differential for Registered Behavior Technician (Pilot Program)	21
9.5	Retirement Incentive	22
9.5.1	Eligibility	22
9.5.2	Benefits	22
9.6	Internal Substitution	23
9.7	Extra Duties	23
Article 10	Fringe Benefits	24
10.1	Life Insurance	24
10.2	Disability Income Plan	24
10.3	Hospital and Major Medical Insurance	24
10.4	Dental Insurance	25
10.5	Insurance Committee	25
10.6	Transportation	25
10.7	Professional Development	25
10.8	Tuition Assistance	26
Article 11	Grievance Procedure	27
	Grievance Definition	27
11.1	Grievance – Definition	27
11.3	Procedure	27
11.3.1	First Level/Informal	27
11.3.2	Second Level/Formal	27
11.3.3	Third Level/Superintendent	28
11.3.4	Fourth Level/Impartial Arbitration	28
11.4	Other Provisions	28
Article 12	Reduction in Force	30
12.1	Notice to Union	30

12.2	Staff Reductions	30
12.3	Seniority	30
Article 13	Negotiations Process	31
13.1	Good Faith Negotiations	31
13.2	Start of Negotiations	31
13.3	Exchange of Information	31
13.4	Tentative Agreements	31
13.5	Request for Mediation	31
13.6	Selection of a Mediator	31
13.7	Contract Printing and Availability	32
Article 14	No Strike Clause	33
Article 15	Effect of Agreement	34
15.1	Savings Clause	34
15.2	Precedence of Agreement	34
15.3	Complete Understanding	34

Article 1 Recognition

1.1 Recognition of the Union

The Board recognizes the Skokie 73 1/2 PSRP Council, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as “the Union”, as the sole and exclusive bargaining representative for all classified staff regularly employed full- or part-time by Skokie School District 73.5, in the following job titles or classifications Administrative Assistant-McCracken, Administrative Assistant/Scheduler-McCracken, Administrative Assistant-Middleton, Custodian, Custodian/Bus Driver, Instructional Assistant, Learning Center Assistant, Media Center Assistant, Receptionist/Health Clerk-Meyer, Secretary-Meyer, and Secretary-Middleton and excluding the Accounts Payable Bookkeeper, Secretary-District and Special Education, Administrative Assistant-Business Office/District Special Projects, Data Specialist, Director of Buildings and Grounds, Director of Innovation & Instructional Technology, IT Technician, Network Supervisor, Payroll/Benefits, Secretary-Superintendent and Board of Education and all other supervisory, managerial, confidential, temporary, and short-term employees under Section 2 of the Illinois Educational Labor Relations Act.

1.2 Union’s Exclusive Bargaining Rights

The Board agrees not to negotiate with any other labor organization, individual employee, or group of employees with regard to negotiable items (wages, hours, and terms and conditions of employment), provided that it is understood that individual bargaining unit members or a group of bargaining unit members retain the right to discuss with the District and the administration matters relating to the educational program and to clarify any questions regarding salary or conditions of employment.

1.3 Definitions

1.3.1 The term “employee” as used in this Agreement shall refer to all employees included in the bargaining unit defined in Section 1.1 of this Article.

1.3.2 The term “paraprofessional” as used in this Agreement shall refer to all instructional assistants.

1.3.3 The term “business days” as used in this Agreement shall refer to Monday through Friday when the District's administrative office is open.

1.4 Management Rights

The Board of Education, on behalf of the electors of the District, retains and reserves the ultimate responsibility for proper management of the District as conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, The School Code of Illinois, and all other applicable laws and regulations subject to the terms of this Agreement. It is agreed that all inherent management functions, rights,

powers and authority of the Board of Education are retained by the Board, including but not limited to: the right to control, supervise, evaluate, discipline and manage the District and its employees; to determine and administer education policy; and to operate the District and direct its employees.

Article 2 Employee and Union Rights

2.1 Union Dues Deductions

2.1.1 In accordance with applicable law, the Board will deduct from the pay of members of the bargaining unit the required amount of Union dues provided there is in the possession of the Board a written authorization for dues deduction executed by the employee. The Union is responsible for providing the Board with a copy of an employee's written authorization. If changes are made to the written authorization for dues deduction form and a new written authorization is executed by an employee, the Union is responsible for providing the Board with a copy of the new written authorization for the employee. The dues payments and the list of members from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union treasurer no later than thirty (30) calendar days after such deductions were made.

2.1.2 Dues revocations are processed by the Union. In the event that an employee revokes their dues deduction authorization, the Union will notify the Superintendent in writing within ten (10) business days of its notice of the employee's revocation and provide the date upon which dues deduction should cease.

2.1.3 The Board shall deduct said annual union dues from such employee's earnings as directed by the Local 1274 Treasurer at the start of each school year. The Local 1274 Treasurer shall advise the Superintendent in writing of the rate of each dues category, and the number of paychecks from which dues shall be deducted by August 10. The amount specified shall be prorated and deducted from the employee's paychecks.

2.1.4 The Board shall commence such deduction beginning with the first payroll period as directed by the Local 1274 Treasurer. Employees who authorize such deductions after the start of school year shall only have deducted from their earnings the installments remaining due generally during the remainder of the school year, commencing with the first payroll period that begins on or after the receipt of said written authorization. The Union shall refund directly to the Board any monies erroneously deducted and remitted to the Union within ten (10) business days of the notice of the erroneous deduction.

2.1.5 The Union shall indemnify, defend, and hold harmless the Board, its members, agents, employees and representatives from any and all claims, demands, actions, suits or other claims or liability, including reasonable attorneys' fees and reasonable costs of defense that arise out of or by reason of any action taken by the Board for the purpose of complying with this Section.

2.2 COPE Deduction

The Board, upon the receipt of a written authorization from an employee, shall deduct the authorized amount of an employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from their pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) business days after such deduction is made.

2.3 Use of Bulletin Boards

The District shall provide the Union with designated space on bulletin boards upon which the Union may post notices of its meetings and other Union activities, provided such notices are of a non-political and non-inflammatory nature.

2.4 Use of Buildings

The Union and its duly authorized representatives shall be allowed to use the school premises for meetings, and to use school equipment normally available to employees at such time and place as the administration deems reasonable so as not to interfere with or disrupt normal school operation. Requests for the use of school premises and school equipment shall be directed to the Superintendent or their designee.

2.5 Distribution of Material

The Union may distribute a reasonable amount of material to bargaining unit employees through the District's regular distribution system, employee mailboxes and email (for employees with a District-issued email account), provided such does not interfere with District operations.

The Union shall also have the right to use the school's duplication equipment during non-school hours provided that the Union reimburses the District for the cost or any materials used.

2.6 Labor Management Meetings

In an effort to keep open lines of communication and maintain a productive and problem-solving culture, there shall be at minimum one meeting per trimester between the Superintendent, Union President and Union Secretary to discuss those issues and concerns relative to the bargaining unit and the application of the terms of this Agreement. Such meetings may be scheduled in advance of each trimester, however the parties may mutually agree to cancel any such scheduled meeting if both parties deem the meeting unnecessary.

2.7 Union Release Time

The Union shall be entitled to a total of five (5) workdays of Union leave per school year, without loss of pay or other leave days, for the purpose of conducting Union business, provided no more than two (2) employees shall be absent for such purpose on the same date. The Union President shall notify the Superintendent, or designee in writing at least five (5) days prior to the use of any such days. Unused Union leave does not accumulate from year to year. Union leave may be taken in one-half (1/2) day increments.

Article 3 Working Conditions

3.1 Employee Classifications

Employees in the bargaining unit are employed in the following classifications:

1. Administrative Assistant
 - Administrative Assistant
 - Building Secretary
2. Custodian
 - Custodian
 - Custodian/Bus Driver
3. Paraprofessional
 - Instructional Assistant
 - Media/Learning Center Assistant
 - Receptionist/Health Clerk

3.2 Probationary Period

A newly-hired employee shall be subject to a probationary period of sixty (60) calendar days from the first day of work. During the probationary period, the employee is subject to discipline or discharge without recourse to the grievance procedure described in Article 12 of this Agreement. At the discretion of the Superintendent and upon collaboration with the supervisor, the probationary period may be extended an additional thirty (30) calendar days.

3.3 Calendar and Hours

Employees are scheduled to work either 260 days for the full calendar year ("twelve-month employees"), 232 days for an extended school year ("eleven-month employees") or 180 days for the school year ("ten-month employees"). Media/Learning Center Assistants and 10-month Meyer Administrative Assistants work 185 days for the school year.

Position	Total Weeks	Total Hours per Week	Lunch per Day	Paid Breaks per Day*	Paid Hours per Week
Administrative Assistant	52	42.5	30 minutes – unpaid	15 minutes	40
Custodian	52	40	30 minutes – paid	15 minutes	40
Custodian/Bus	52	40	30 minutes – paid	15 minutes	40

Driver					
Instructional Assistant – McCracken	36	39.75	42 minutes (30 minutes unpaid)	15 minutes	37.25
Instructional Assistant – Meyer	36	35	30 minutes – unpaid	15 minutes	32.5
Instructional Assistant – Middleton	36	37.65	30 minutes – unpaid	15 minutes	35.15
Media Center Assistant – McCracken	37	42.5	42 minutes (30 minutes unpaid)	15 minutes	40
Learning Center Assistant – Middleton	37	40	30 minutes unpaid	15 minutes	37.5
Receptionist/Health Clerk – Meyer	36	35	30 minutes unpaid	15 minutes	32.5
Secretary – Meyer	46.4	40	30 minutes unpaid	15 minutes	37.5
Secretary – Middleton	46.4	40	30 minutes unpaid	15 minutes	37.5

*Break time for instructional assistants assigned to a single classroom for an entire work day is subject to the Exploratory Joint Committee side letter.

Paraprofessionals may be assigned to the regular to/from bus riding duty. Bus riding duty is assigned on a seniority basis for the entire school year, with the most senior members allowed the right of first refusal. If no paraprofessional accepts the assignment, the District has the right to assign bus riding duty to the least senior paraprofessionals. If any part of the duty falls outside of the paraprofessional’s work day, the paraprofessional shall timesheet the duty at their regular hourly rate.

Starting and ending times may be adjusted, without a reduction in total hours worked per day, according to the needs and at the discretion of the District. Except as circumstances shall clearly require, the District shall provide two weeks written notice before adjusting any regular shift hours. Should it become necessary to reduce the number of hours worked by any employee, the District will comply with Article 12 of this Agreement. It is understood that summer, winter break, and spring break may have reduced or shifted daily hours. It is understood that yearly hours may increase or decrease as a result of changes to the school year.

3.4 Breaks and Meal Periods

Instructional assistants and media/learning center assistants assigned to McCracken Middle School will be given a forty-two (42) minute meal period as near the middle of the shift as efficient operations will permit; 30 minutes of this meal period shall be duty-free and unpaid and 12 minutes shall be paid but not duty-free as may be necessary to maintain sufficient District operations, as solely determined by the District. Employees at Meyer and Middleton will be given a thirty (30) minute unpaid duty-free meal period as near the middle of the shift as efficient operations will permit. The thirty (30) minute meal period shall include any travel time. Non-instructional assistant employees shall also receive a 15 minute break period to be scheduled by the employee's immediate supervisor. Employees eligible for a break period who are in positions of service directly to students will not be allowed to change a student's instructional schedule to accommodate break time. Employees who miss a break may be allowed to leave 15 minutes early with prior approval of their supervisor.

3.5 Overtime

Work performed by an employee after forty (40) hours shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. Overtime work must be approved in advance by an employee's immediate supervisor or the supervisor's designee. All overtime hours must be reported on the employee's timesheet.

3.6 Nursing Coverage

Per 105 ILCS 5/10-22.21b, non-nursing staff shall not be required to administer medication when the nurse is absent.

3.7 Notice of Assignment

All continuing 10-month employees shall be given written notice of their tentative assignments for the forthcoming year no later than August 15. In the event that changes in such assignments are subsequently required, the employee affected by the change shall be promptly notified in writing.

3.8 Method of Salary Payment

The District's payroll cycle includes 26 payrolls, except that 10-month employees have the option to select 21 or 26 payrolls. Employees shall be paid through direct deposit or check, as selected by the employee.

Extra duty and overtime, as applicable, shall be added to payroll checks after timecards are submitted by the employee and approved by the appropriate supervisor. Normally, payment will be made with the next regularly scheduled payroll date following approval of the employee's timecard.

Insurance and flexible spending account (FSA), as applicable, shall be deducted from 19 payrolls. Normally, there are two (2) months that have three (3) payrolls. No insurance and/or FSA deductions will be made from the third payroll in a single month.

Per Article 2, Section 1.4, union dues are deducted beginning at the start of each school year. Union dues shall not be deducted from the third pay of any single month.

3.9 Work Environment and School Closure

The District and the Union have a shared interest in maintaining a clean and safe work environment. If a member becomes aware of a potentially unsafe or hazardous condition, the Union member shall report the situation to their immediate supervisor who shall promptly take reasonable steps in response to the report.

In the event of a short-term emergency school or District closure, including but not limited to snow days, natural disaster, or government order, 12-month and 11-month employees shall not normally be required to report to work at the District to perform their duties and shall receive their daily rate of pay and benefits (if a normally scheduled work day), unless it is necessary for them to report to work at the District due to the emergency or for the continued operation and maintenance of District facilities or property. Nothing herein prevents the District from directing a 12-month or 11-month employee to perform work remotely in the event of a short-term emergency school or District closure if the employee has the ability to do so. However, if the 12-month or 11-month employee is directed to work remotely and is unable to do so, the employee may use any applicable paid leave or take the time as unpaid.

For instructional assistants, if make-up days are required by law (beyond the five (5) emergency days built into the school calendar), the District shall negotiate said days with the Union.

3.10 Personal Injury/Assault

Employees shall report immediately, in writing, on a District-approved form, to the Superintendent or their designees all instances resulting in personal injury suffered by them in connection with their employment and all relevant facts pertaining to the incident. After an investigation of the incident has been conducted, the Superintendent or their designee shall meet with the employee and all other involved personnel to explore strategies whereby reoccurrence of the incident can be prevented and the likelihood of further such injuries to the employee minimized.

3.11 Seating and Storage of Personal Belongings for Paraprofessionals

Every paraprofessional shall be given a designated and secure area to store their belongings.

Article 4 Personnel Files

4.1 Personnel File

Only one official personnel file shall be maintained by the District for each employee.

4.2 Right of Access

Each employee shall have access, for examination purposes, to all of the material in their personnel file, with the exception of letters of reference, any portion of a test document or any other material excluded by the Illinois Personnel Records Review Act. The examination of the personnel file shall occur within seven (7) business days of the employee's request during normal business hours at a time that does not interfere with the employee's normal duties. In instances where the employee is subject to discipline, dismissal, or grievance timelines which may necessitate faster access, the District shall make a good faith effort to comply with a requested shorter timeframe or provide a reason why it is unable to do so. The employee may be accompanied on such examination by a representative of the Union. A representative of the administration may also attend such inspection.

4.3 Placement of Material in Personnel File

Employees will be provided with copies of any evaluative or disciplinary item or letter of complaint added to their personnel files. Each employee shall have the opportunity to respond in writing to any item in their file and shall have the response attached thereto.

4.4 Right of Copy

In lieu of examination in Section 4.2, each employee may be furnished with copies of any or all file material, exclusive of confidential material named in Section 4.2. Employees may be charged a fee for such copies. The fee shall be limited to the actual cost of duplicating the materials.

4.5 Removal of Material from the Personnel File

No employee or administrator shall permanently remove any material from an employee's personnel file, except by mutual consent.

Article 5 Leave

5.1 Sick and Personal Leave

Each full-time 12-month employee shall receive 15 paid sick leave days per year. All other full-time employees shall receive 12 paid sick leave days per year. Part-time employees will receive sick leave pay equivalent to their regular workday.

- 5.1.1 Paid sick leave may be used whenever the employee's absence is necessitated by the employee's own illness or disablement, or by serious illness or death in the immediate family or household, or for birth, adoption or placement for adoption.
- 5.1.2 Each full-time employee shall be granted three (3) personal leave days each year, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. Unused personal leave may accumulate to a maximum of four (4) days per year, including the annual allocation of personal days.
- 5.1.3 For purposes of this Section, "immediate family" shall include parents, spouse, party to a civil union, siblings, children, grandparents, grandchildren, parents-in-law, siblings-in-law, legal guardians, and domestic partners.
- 5.1.4 The District may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or as it may deem necessary in other cases.
- 5.1.5 Sick leave allowance for an employee who is employed or who resigns during the school year shall be prorated on the basis of the portion of the school year during which the employee was employed.
- 5.1.6 The annual allowance described in Section 5.1.1 above shall be fully credited in advance to the record of each employee, effective with the first day of annual employment. The annual allowance shall be added to the sick leave accumulated from previous years. Unused sick leave shall accumulate to a maximum of 240 days, including the leave of the current year.
- 5.1.7 Employees can access information about their sick leave day allotment and use through their employee portal.

5.1.8 When employees are injured on the job, after the first three days of absence, the District will charge them 1/3 of a sick day for each day they are absent because of injury. Employees who have paid leave available will sign over their Workers' Compensation checks to the District and the District will continue their normal pay while they remain absent because of the injury until their paid leave is exhausted.

5.2 Bereavement Leave

Reasonable leave at full pay not to exceed five (5) days within a school year shall be granted to permit an employee to attend the funeral of a family or household member. The employee must provide the District written documentation specifying date of death and relationship.

5.3 FMLA Leave

Employees shall be allowed to use accumulated sick leave if available for any portion of the full twelve weeks of leave taken under the Family and Medical Leave Act.

5.4 Jury Duty

There will be no loss of salary to an employee due to the time spent on jury duty, except that the Board of Education shall require reimbursement by the employee of the amount of compensation received by the employee for said jury duty.

5.5 Religious Observance

Employees who are unable to be present at work or fulfill work requirements on a particular day or days or at a particular time of day because of his or her observance of a religious holiday may submit a request for a personal day for this purpose. If the number of personal days available is not sufficient to meet the needs of the employee's observance, an employee may convert up to a maximum of three (3) accrued and unused sick leave days to personal days in each school year to be used solely for observance of a religious holiday. If no personal days are available, a per diem deduction may be requested by the employee. An employee who is to be excused from work requirements due to the observance of a holiday is to give notice in writing at least two weeks before the absence to the immediate supervisor or other appropriate school supervisory personnel.

5.6 Holidays

All full-time 12-month and 11-month employees shall be paid for fourteen (14) holidays in accordance with the school calendar. Full-time 10-month employees are paid for the days worked on the school calendar, and do not receive pay for school-year holidays.

5.7 Paid Vacation Days

5.7.1 All full-time 12-month employees shall have the following paid vacation days per fiscal year. Vacation shall be credited upon employment for new employees, however, employees are not eligible to use vacation days until they have completed their probationary period. Vacation days shall be credited on July 1 of each year. With District approval, employees shall have until August 31 of the following year to use vacation days from the previous fiscal year. Unused vacation days do not roll over or accumulate in subsequent years.

- Completed 0-4 years of District Service as of July 1 10 days
- Completed 5-14 years of District Service as of July 1 15 days
- Completed more than 14 years of District Service as of July 1..... 20 days

5.7.2 Vacation for the first year of employment shall be prorated based on the number of days remaining in the fiscal year upon employment with the District and rounded to the nearest number. For example, if, upon the first day of work, 98 days remain until July 1, the employee will have $(98/260 = 38\%)$ (38% of 10 = 3.8) four days of vacation in the first year of employment.

5.7.3 A vacation time-off request must be submitted to the employee’s immediate supervisor on the approved request form no less than 10 work days in advance. No vacation request will be unreasonably denied. Requests to use vacation for 5 consecutive days or longer should be made in writing as far in advance as possible to avoid scheduling conflicts and to ensure the operations of the district are not interrupted.

Article 6 Evaluation

6.1 Evaluation Committee

An evaluation joint committee comprised of three (3) Administration and three (3) Union members shall develop an evaluation process and tool to be used in the annual evaluation of employees. The tool and any associated forms, rubrics and instructions shall be developed during the first half of the 2022-2023 school year and shall be ready for use starting with the second half of the 2022-2023 school year. With mutual agreement of the committee members, committee work may commence during summer 2022. In the event the committee is unable to reach mutual agreement on the evaluation process and tool, the parties shall reopen this Article only for the sole purpose of engaging in bargaining over the evaluation process and tool effective beginning with the 2022-2023 school year. There shall be no formal evaluation of employees for the 2021-2022 school year. However, nothing herein prohibits the District from providing employees with informal feedback on their performance.

6.2 Committee Work

The union committee members recognize that their work on the evaluation joint committee is voluntary. However, in recognition of their voluntary commitment to this process, the District shall pay each union committee member a non-recurring stipend in the amount of One Thousand Dollars (\$1,000.00), less applicable withholdings. Said stipend payment shall be made at the discretion of the District provided it is no later than January 31, 2023.

6.3 Annual Evaluation

The Administration shall provide each employee with a written evaluation once a year. Evaluations shall be conducted by the employee's immediate supervisor.

6.4 Job Descriptions

The parties agree that job descriptions are necessary for the smooth operation of the District. One job description for each position in the bargaining unit shall be maintained by the District. Job descriptions shall be included in the onboarding process for the District. Whenever a job description is updated, the District shall provide the Bargaining Unit Members currently in that job title an opportunity to provide feedback before the District initiates any changes.

Article 7 Discipline

7.1 Investigatory Meetings

Employees shall have the right to be accompanied by a Union representative at any investigatory meeting which may lead to disciplinary action. This right shall not extend to meetings that are part of the evaluation process.

7.2 Just Cause and Progressive Steps

No non-probationary employee shall be disciplined without just cause. The District generally agrees with the concept of progressive discipline. However, this section shall not be interpreted to prevent the District from discharging immediately for just cause, nor from changing the below sequence or from eliminating a step(s) depending upon the severity of the conduct for which the discipline is being administered.

Employee Discipline Progressive Steps

1. Oral Warning delivered by an administrator.
2. Written Warning.
3. Disciplinary Suspension – Nothing herein shall be construed to limit the District's authority to affect a suspension with pay for unlimited duration, for purposes of conducting an investigation into allegations received concerning an employee.
4. Termination – Non-probationary employees shall be given written notice of reasons for discharge and be provided an opportunity to be heard by an administrator. The Union shall be notified and shall have a right to be present at the pre-termination meeting

Article 8 Vacancies

8.1 Posting of Vacancies

Vacancies within the District will be announced via email and through the District website. In addition, vacancies will be posted in all buildings until filled. The parties agree that a vacancy under this paragraph of the Agreement is an opening which occurs when the District adds a position or when the District determines to fill a position that becomes vacant due to a retirement, resignation, or dismissal of an employee.

8.2 Interviews for Vacancies

Any employee who submits a written application for a vacant position in accordance with the timeline established in the posted notice and meets the qualifications listed in the applicable job posting shall be given an interview for the position.

8.3 Summer Work

Positions for temporary summer jobs shall be posted per Article 8.1 of this Agreement. Regularly employed classified personnel shall be given consideration before outside applicants, provided they have the requisite skills to complete the work as determined by the District.

Article 9 Wages and Related Provisions

9.1 Starting Wages

Starting hourly rates for each classification and job title are set forth in Appendix A for each year of this Agreement. New job titles and job descriptions shall be brought to the attention of the Union President so that the Board and Union can negotiate an appropriate classification and starting wage.

9.2 Wages Increases

In the first year of the contract, administrative assistant, custodian and custodian/bus employees shall receive an increase of 4.5% to their hourly wages. All other employees shall receive a percentage increase based on agreed upon changes to starting salaries in those positions.

For the 2022-2023, 2023-2024 and 2024-2025 school years, the salary increase for each employee shall be 3.0% over their wage rate for the immediately prior school year.

9.3 Stipend Payment

For the 2022-2023 and the 2023-2024 school years, all bargaining unit members in good standing with the district shall receive a stipend in the amount of 3% of their annualized salary (prorated for late hires). The stipend is a one-time payment which is not added to the employee's salary and does not compound. The stipend payments shall be presented to the Board for approval in accordance with the terms of this Agreement in May of the respective school years and paid to eligible bargaining unit members no later than the second payroll in June. This benefit shall sunset at the end of 2023-2024 school year.

9.4 Differential for Registered Behavior Technician (Pilot Program)

The District will pilot a Registered Behavior Technician (RBT) certification opportunity to paraprofessionals during the 2022-2023 and 2023-2024 school years. Interested paraprofessionals can submit a letter to the Superintendent or designee by August 1 of the respective school years.

The Superintendent or designee has the sole discretion to select up to a maximum of six (6) paraprofessionals in each of the respective school years. Nothing prohibits the Superintendent or designee from not selecting any paraprofessional for the training during a school year. The Superintendent or designee's decision is not grievable.

If selected, the District shall pay for the cost of the training, cost of the assessment, and the paraprofessional's regular hourly rate when attending the training. Reassessment shall be in the sole discretion of the Superintendent or designee with the cost paid by the District if allowed.

A paraprofessional selected for participation in the RBT certification who becomes certified shall receive a \$1.00 differential in their hourly rate of pay beginning with the payroll following receipt of certification.

The decision to continue the RBT certification opportunity for the 2024-2025 school year shall be in the sole discretion of the Superintendent. If continued, the terms set forth herein control.

9.5 Retirement Incentive

9.5.1 Eligibility

An employee is eligible for a retirement incentive under this Section 9.5 if the employee has at least 15 years of service at the District immediately preceding retirement and is eligible to receive a pension from IMRF.

The eligible employee shall provide written notice to the Superintendent of the employee's intention to retire and participate in the program one year, two years, or three years as the case may be, between January 1st and April 15th of the school year prior to the school year the benefits are to begin.

The eligible employee's notice to the Superintendent and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.

9.5.2 Benefits

An eligible employee who submits a timely irrevocable letter of resignation will be paid a salary increase in the employee's last one, two, or three years of service in the amount of 6% over the previous year for each year of the option selected. Any employee who provides notice under this Section 9.5 shall not be eligible to receive any increase in creditable earnings that may subject the Board to IMRF or TRS penalties or additional payments in excess of what is normally paid for IMRF or TRS creditable earnings. At the time of this writing, the limit for such earnings is 6% in the years used to calculate the IMRF or TRS pension. In the event the limit is

increased, the contractual limit on earnings for this section shall increase to the statutory limit.

Upon retirement, and only after IMRF pension payments to the employee have begun, the District will contribute up to \$1,000 per year toward the cost of medical and dental insurance coverage for an eligible employee provided the employee elects to participate in a non-District insurance program for a period of three (3) years after the effective date of his/her retirement.

In the alternative, the eligible employee shall have the option of accepting a lump sum post-retirement payment of \$3,000 less appropriate withholdings to be paid thirty (30) days after the employee's last workday or receipt of the employee's final paycheck, whichever date is later. This post-retirement lump sum payment is not due or payable until after pension payments from IMRF to the employee have begun.

If, after receiving any benefits under this Section 9.5, an employee resumes employment in any IMRF covered position, the employee will owe to the District within 30 days of resuming such employment the amount of any end of career salary enhancements, any post-employment insurance benefits, and any post-employment lump sum payments paid by the District under this Section 9.5.

9.6 Internal Substitution

Employees who hold a valid Illinois teaching certificate and who are assigned to substitute for a regular classroom period shall be paid twenty dollars (\$20) per hour in addition to their normal hourly rate of pay.

9.7 Extra Duties

Any translation/interpretation work that a bargaining unit member does outside of their normal workday shall be compensated at their hourly rate of pay. Nothing in this agreement precludes the Board of Education from using parent volunteers or any outside agency for translation.

Article 10 Fringe Benefits

10.1 Life Insurance

For all employees who work 4.5 hours each day or more, the District shall pay the premium for term life insurance in the amount of \$50,000 for each employee.

10.2 Disability Income Plan

The Board of Education shall pay a total yearly premium not to exceed Sixteen Thousand Dollars and no cents (\$16,000.00) for the term of this Agreement to a District-designated insurance carrier to provide a disability income plan for each employee who is employed on a regular basis.

10.3 Hospital and Major Medical Insurance

The following Board contribution towards health insurance premiums shall be in place for the life of the CBA for eligible bargaining unit members that take health insurance.

1. PPO Plan – Board Contribution (Hired Before July 1, 2000)

Employee Only	Employee + Spouse	Employee + Child	Family
74%	72%	72%	70%

2. PPO Plan – Board Contribution (Hired After July 1, 2000)

Employee Only	Employee + Spouse	Employee + Child	Family
66%	66%	66%	66%

3. HMO Blue Advantage – Board Contribution (Hired Before July 1, 2000)

Employee Only	Employee + Spouse	Employee + Child	Family
95%	80%	80%	80%

4. HMO Blue Advantage – Board Contribution (Hired After July 1, 2000)

Employee Only	Employee + Spouse	Employee + Child	Family
95%	75%	75%	75%

5. HMO Illinois – Board Contribution (Hired Before July 1, 2000)

Employee Only	Employee + Spouse	Employee + Child	Family
95%	80%	80%	80%

6. HMO Illinois – Board Contribution (Hired After July 1, 2000)

Employee Only	Employee + Spouse	Employee + Child	Family

95%	75%	75%	75%
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10.4 Dental Insurance

The following Board contribution towards dental insurance premiums shall be in place for the life of the CBA for eligible bargaining unit members that take the dental insurance:

Employee Only	Employee + Spouse	Employee + Child	Family
100%	50%	50%	31%

10.5 Insurance Committee

Provided the District’s insurance committee provides for representation by PSRP members, the Union may appoint up to three (3) bargaining unit members to serve on the committee. Appointments shall be determined by the Union President or designee.

10.6 Transportation

The current I.R.S. rate shall be allowed an employee who is authorized to drive the employee’s private automobile on school business. In order to drive on school business, the employee must receive prior authorization from the employee’s immediate supervisor or the supervisor’s designee and present proof of a valid driver’s license and insurance coverage.

10.7 Professional Development

Employees directed or requested by the principal, program advisor, supervisor or designee to attend a conference or workshop shall be compensated at the employee’s regular hourly rate. The District shall also cover the cost of the conference or workshop, and any travel or meal expenses as established by Board Policy.

The Board shall provide Professional Development activities for instructional assistants and media center assistants on up to four (4) scheduled school improvement days, as selected by their supervisor. Other bargaining unit employees may submit a request to their supervisor to participate in a professional development activity or activities that will assist in the approved execution of their duties on up to four (4) days during each school year (which may or may not be scheduled school improvement days). Approval is at the sole discretion of the supervisor and shall not be subject to the Grievance Procedure set forth herein.

Employees may submit a request to the Superintendent or designee to attend a conference, workshop, or training during the school year or summer months that will assist in the approved execution of their duties. If approved, the District shall reimburse the employee up to the full cost of the conference, workshop, or training, and any travel or meal expenses as established by Board Policy. If the conference, workshop, or training is

held during the employee's normal work hours, they shall receive their regular hourly rate for attending the conference or workshop. Otherwise, no form of reimbursement or compensation will be paid to the employee. Approval is at the sole discretion of the Superintendent or designee and shall not be subject to the Grievance Procedure set forth herein.

The District shall pay the cost for instructional assistants and media/learning center assistants to renew their ELS, substitute or professional educator license (PEL) once every five (5) years.

10.8 Tuition Assistance

Bargaining unit employees shall be eligible to be reimbursed for tuition expended for courses, certifications, or trade school classes directly related to the employee's job duties or another job within the District's educational organization up to Two Thousand and 00/100 Dollars (\$2,000.00) for each of the 2022-2023, 2023-2024 and 2024-2025 school years. Whether a course, certification or trade school class is directly related to the bargaining unit member's job duties or another job within the educational organization shall be within the sole discretion of the Superintendent and pre-approval by the Superintendent is required.

The total sum of reimbursement for which the Board is responsible shall not exceed Twenty Thousand Dollars and no cents (\$20,000.00) for each of the 2022-2023, 2023-2024 and 2024-2025 school years. If at any time the total requests for reimbursement exceed the amount available for reimbursement, the Superintendent shall prorate equally the amount available to eligible bargaining unit members.

Requests for such reimbursement must be made by November 1 and reimbursement will be paid after the Accounts Payable report is approved at the December Board of Education meeting, provided the courses were completed during the previous school year. For purposes of reimbursement, a school year will be defined as from September 1 to August 31. To be eligible for reimbursement, the bargaining unit employee must provide documentation sufficient to show that they earned a "B" or better or that they passed the course if no grade is given, and an invoice showing the tuition paid.

Article 11 Grievance Procedure

Grievance Definition

11.1 Grievance – Definition

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision in the Agreement negotiated by the Board of Education and the Union.

11.2 Time Limits

No grievance shall be processed unless it is submitted within fifteen (15) business days after the grievant had knowledge of the alleged violation, misinterpretation, or misapplication giving rise to the grievance.

Time limits may be extended by mutual written agreement. Failure of the Board to communicate a decision within the specified limits means the Union may move the grievance to the next step. Failure by the grievant or the Union to take action in the grievance procedure by the specified time limits shall constitute a withdrawal of the grievance and waiver of any further rights to grieve that specific violation by that grievant.

11.3 Procedure

11.3.1 First Level/Informal

If an employee believes that there is a basis for a grievance, the employee shall first discuss the alleged grievance with their immediate supervisor either personally or in the company of an officer of the Union or representative. If no resolution is reached at the informal level, the Union may file a formal grievance on behalf of the employee at the second level described below.

11.3.2 Second Level/Formal

The formal written grievance must be filed with the employee's immediate supervisor within fifteen (15) business days after the grievant had knowledge of the alleged violation, misinterpretation or misapplication giving rise to the grievance.

The immediate supervisor shall arrange for a meeting with the Union within fifteen (15) business days of receipt of the written grievance to fully discuss the subject matter thereof. If no resolution is reached, the immediate supervisor shall provide a written decision to the Union within ten (15) business days after such meeting.

11.3.3 Third Level/Superintendent

If the Union is not satisfied with the results of Level 2, or if no decision has been rendered within the prescribed time period, it may file a written appeal with the Superintendent within fifteen (15) business days after receipt of the Level 2 written decision or the deadline to submit the written decision, if none is timely issued.

The Superintendent or designee shall arrange for a meeting with the Union within fifteen (15) business days of receipt of the written appeal to discuss the grievance. If no resolution is reached, the Superintendent shall provide a written decision to the Union within fifteen (15) business days after such meeting.

11.3.4 Fourth Level/Impartial Arbitration

If the Union is not satisfied with the results of Level 3, and the Union desires to proceed with arbitration, the Union may submit notice of intention to arbitrate to the Superintendent in writing within fifteen (15) business days after receipt of the Level 3 written decision or the deadline to submit the written answer, if none is timely issued.

If the two parties fail to reach agreement on an Arbitrator within fifteen (15) business days, the Federal Mediation and Conciliation Service or American Arbitration Association will be requested to provide a panel of arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. All other expenses shall be borne by the party incurring them.

The Arbitrator shall not amend, modify, nullify, ignore, delete, or add to the provisions of this Agreement, work rules, or Board policy. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Union and their decision must be based solely upon their interpretation of the meaning or application of the express relevant language of the Agreement. The Arbitrator shall be without power to make decisions contrary to or inconsistent with applicable laws and rules and regulations having force of law. The decision of the Arbitrator shall be final and binding on the parties and employees.

11.4 Other Provisions

Up to two (2) Union representatives shall be released, if needed, without loss of salary or benefits, to participate in arbitration hearings provided that the Union shall pay the cost of any necessary substitutes.

No reprisals of any kind will be taken by the Board of Education or the school administration against any employee because of their participation in this grievance procedure. The employee shall not be required to discuss any grievance if a Union representative is not present, but an employee's refusal to discuss a grievance does not extend the time limits set forth in this article.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. If the Union and the Superintendent agree, Levels 1 and 2 of the grievance may be bypassed and the grievance brought directly to Level 3. While the withdrawal of a grievance terminates the action on that grievance, a subsequent similar grievance will receive consideration as provided in this Article XII without reference to the withdrawn grievance.

Article 12 Reduction in Force

12.1 Notice to Union

The District shall advise the Union of any proposed reduction-in-force and shall provide an opportunity for the Union to present its views on the matter prior to action being taken by the Board.

12.2 Staff Reductions

In the event that a decision is made to reduce the number of employees employed by the Board, the Board will give affected employees written notice of honorable dismissal and the reason for such dismissal by certified mail or personal delivery at least thirty (30) calendar days before the employee is laid off.

The Board will lay off employees in the affected classifications by reverse seniority within each classification. Laid off employees shall have recall rights to positions for which they are qualified in the classification from which they were laid off by seniority for the following school term or within one calendar year from the beginning of the following school term.

Employees who are laid off shall not have the right to bump employees in other classifications or to be recalled to a classification other than the one from which they were laid off. When an entire classification is eliminated, those employees shall be allowed to bump into another classification for which they are qualified.

12.3 Seniority

Employees who successfully complete their probationary periods shall have seniority based on their length of continuous service as an employee at the District starting retroactively with their first day of work. Continuous service shall be interrupted only by layoff, dismissal, resignation, or retirement. For employees who have had an interruption in continuous service, the employee's first day of work will be the first day of work after their return to their position at the District.

Probationary employees do not receive continuous service credit. Once an employee has completed their probationary period, they shall be accorded continuous service credit dating back to their first day of work in the District.

Part-time employees shall accrue seniority on a pro-rated basis. For the purposes of this Section 12.4 only, the term "part-time employee" shall refer to an employee who regularly works fewer than 900 hours per school year.

Article 13 Negotiations Process

13.1 Good Faith Negotiations

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours, and terms of employment. Each party shall select its own representatives. The obligation to negotiate in good faith means the mutual obligation of the District and the Union to meet at reasonable times and to confer in good faith with respect to wages, hours and terms and conditions of employment. However, this obligation does not compel either party to agree to a proposal or require the making of a concession.

13.2 Start of Negotiations

The parties shall commence bargaining for a successor Agreement as per the Illinois Education Labor Relations Act and its Rules and Regulations, but in no case later than March 1 of the final year of the Agreement, unless a recognition petition is pending or otherwise mutually agreed by the parties.

13.3 Exchange of Information

The Board or Administration will respond to reasonable requests from the Union for information relevant to negotiations. The Union will furnish copies of any pertinent information as reasonably requested by the Board of Education.

13.4 Tentative Agreements

The representatives of the District and the Union shall have the power to reach tentative agreements. During negotiations, tentatively agreed upon materials shall be prepared, dated and initialed prior to adjournment of the meeting at which the tentative agreement was reached or at the beginning of the next meeting. Agreements on specific items of the negotiation shall not be binding on either party until all tentative agreements are ratified/approved by both parties. After the participants reach agreement on the entire package of tentative agreements, it shall be reduced to writing and distributed to the Union for ratification and the Board of Education for approval.

13.5 Request for Mediation

If after a reasonable period of negotiations and withing forty-five (45) calendar days prior to the scheduled expiration of the existing collective bargaining agreement, the parties have reached an impasse, either party may declare to the other in writing that an impasse exists and call for a mediator.

13.6 Selection of a Mediator

When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately.

13.7 Contract Printing and Availability

The District and the Union shall be responsible for the final preparation and printing of the final Agreement. Prior to final printing, each party shall ensure that it is accurate. Three (3) paper copies of the final approved Agreement will be printed by the District for each party. Additional copies may be printed at each party's own expense. A PDF and Word version of the final approved Agreement shall be provided to the Superintendent and the Union.

Article 14 No Strike Clause

The Union and its bargaining unit members hereby agree not to strike, engage in or support or encourage any refusal to render full and complete service in the School District, or to engage in or support any activity whatsoever which would disrupt in any manner the normal operation of the schools for the duration of the Agreement.

The Board hereby agrees not to lock out employees covered by this Agreement for the duration of this Agreement.

Article 15 Effect of Agreement

15.1 Savings Clause

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

15.2 Precedence of Agreement

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern. If there is any conflict between the written terms of this Agreement and written District 73.5 School Board policies, procedures, handbooks or written rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.

15.3 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement.

It is further understood and agreed that this Agreement cancels and supersedes any other agreements, understandings, practices, and arrangements which are inconsistent with any term of this Agreement.

This Agreement is signed this 10th day of May 2022.


IN WITNESS WHEREOF:

For the Skokie 73.5 PSRP Council
Local 1274, IFT/AFT, AFL-CIO



Council President

For the Skokie School District 73.5
Board of Education
Cook County, Illinois



Board President

APPENDIX A: STARTING WAGE RATES

2021-2025

<u>Position</u>	<u>FY21</u>	<u>FY 22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
Administrative Assistant: <ul style="list-style-type: none"> ● Administrative Assistant ● Building Secretary 	\$23.00	\$23.23	\$23.46	\$23.70	\$23.93
Custodian*: <ul style="list-style-type: none"> ● Custodian ● Custodian/Bus 	\$17.00	\$17.17	\$17.34	\$17.52	\$17.69
Paraprofessional**: <ul style="list-style-type: none"> ● Instructional Assistant ● Media/Learning Center Assistant ● Receptionist/Health Clerk 	\$17.00	\$17.17	\$17.34	\$17.52	\$17.69

Upon hire, an employee’s starting wage rate shall be increased by \$1.00 if the employee is fluent in at least one “top five language” as identified by the District. The employee’s wage rate thereafter shall be adjusted in accordance with Article 9, Section 9.2.

A custodian with a valid commercial driver’s license (CDL) and school bus driver permit, either upon hire or upon obtaining the CDL and permit, shall have their hourly wage increased by \$1.00. Custodians receiving the increase in their hourly wage rate cannot refuse to drive a bus or similar vehicle during their regular work hours when requested by the District. If a custodian refuses to drive a bus or similar vehicle during their regular work hours, their hourly wage rate will be adjusted accordingly. Custodians must immediately notify their supervisor in the event they no longer possess a valid CDL or school bus driver permit for any reason, and their hourly wage rate will be adjusted accordingly. The District shall pay the cost for custodians to obtain or renew their CDL and school bus driver permit but shall not pay any late fees (if applicable).

A custodian assigned to a work shift to be performed after the District’s regular business hours shall have their hourly wage increased by \$1.00.


A paraprofessional with a valid substitute license or professional educator license (PEL), either upon hire or upon obtaining either license, shall have their hourly wage increased by \$1.00.

Side Letter

Exploratory Joint Committee – Break Periods for Instructional Assistants

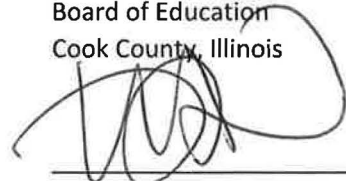
The Union and the Board agree to meet regularly over the life of the agreement to explore possible options to provide instructional assistants assigned to a single classroom for an entire work day a break period not to exceed 15 minutes in length. In no case will this exploration result in any changes to the negotiated agreement unless otherwise mutually agreed by the parties. The intent of this side letter is to begin a process of joint exploration and investigation of possible options to provide a break period to these specific employees that is informal, non-binding and non-precedential. No compensation shall be paid for meetings that occur during outside of normal work hours.

For the Skokie 73.5 PSRP Council
Local 1274, IFT/AFT, AFL-CIO



Council President

For the Skokie School District 73.5
Board of Education
Cook County, Illinois



Board President