

**CONTRACT BETWEEN**  
**THE BOARD OF EDUCATION ELEMENTARY SCHOOL DISTRICT 103**  
**AND**  
**FULL-TIME AIDES**  
**OF THE DISTRICT 103 UNIT OF LOCAL 73,**  
**SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO**

**July 1, 2022 - June 30, 2025**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I - RECOGNITION .....	1
Section 1.1    Recognition .....	1
Section 1.2    Definitions .....	1
ARTICLE II - UNION RIGHTS.....	1
Section 2.1    Union Activity During Working Hours .....	1
Section 2.2    Union Visits .....	2
Section 2.3    Union Stewards .....	2
Section 2.4    Time Off for Union Activity .....	2
Section 2.5    Union Bulletin Boards.....	2
Section 2.6    Member Information .....	2
ARTICLE III - MANAGEMENT RIGHTS.....	2
Section 3.1    Management Rights.....	2
Section 3.2    Non Discrimination .....	3
ARTICLE IV - UNION DUES .....	3
Section 4.1    Union Deduction .....	3
Section 4.2    COPE Deduction.....	3
Section 4.3    Hold Harmless.....	4
ARTICLE V - HOURS OF WORK AND OVERTIME .....	4
Section 5.1    Hours of Work.....	4
Section 5.2    Overtime.....	4
Section 5.3    Changes to Normal Workday/ Week .....	4
Section 5.4    Other Extra Duty Assignments .....	4
Section 5.5    Notification of Assignment .....	5

Section 5.6	Transfers.....	5
ARTICLE VI - SENIORITY.....		5
Section 6.1	Definition of Seniority .....	5
Section 6.2	Classifications Within Bargaining Unit .....	6
Section 6.2.a	Complex Special Needs Assignments.....	6
Section 6.3	Seniority List Procedures .....	6
Section 6.4	Loss of Seniority .....	7
Section 6.5	Probationary Employees .....	7
Section 6.6	Summer Work .....	7
ARTICLE VII - LAYOFFS.....		7
ARTICLE VIII- GRIEVANCE PROCEDURE .....		8
Section 8.1	Administrative Agency Claims .....	8
Section 8.2	Grievance Investigation.....	8
Section 8.3	Grievance Procedure .....	8
Section 8.4	Untimely Responses or Appeals .....	10
Section 8.5	Bypass to Next Step .....	10
Section 8.6	Withdrawn or Settled Grievance .....	10
ARTICLE IX - DISCIPLINE.....		10
Section 9.1	Employee Discipline .....	10
Section 9.2	Investigatory Interviews.....	11
ARTICLE X - INSURANCE .....		11
Section 10.1	Medical.....	11
Section 10.2	Life .....	12
Section 10.3	Dental .....	12
Section 10.4	Insurance Committee.....	12

ARTICLE XI- WAGES/RETIREMENT .....	12
Section 11.1    Wages .....	12
Section 11.2    Pay Periods .....	13
Section 11.3    Stipends .....	13
Section 11.4    Retirement Stipend .....	13
ARTICLE XII - LEAVES .....	14
Section 12.1    Leave of Absence .....	14
Section 12.2    Sick Leave .....	14
Section 12.3    Military Leave .....	15
Section 12.4    FMLA Leave .....	15
Section 12.5    Bereavement Leave .....	15
Section 12.6    Jury Duty .....	15
Section 12.7    Personal Business Leave .....	16
ARTICLE XIII - LABOR MANAGEMENT MEETINGS .....	16
ARTICLE XIV - PERSONNEL RECORDS AND EVALUATIONS .....	16
Section 14.1    Personnel Records .....	16
Section 14.2    Annual Evaluations .....	17
Section 14.3    Job Description .....	17
Section 14.4    Teacher Institute Days and School Improvement Plan Days (SIP) .....	17
Section 14.5    Induction .....	17
ARTICLE XV - NO STRIKE/ NO LOCKOUT .....	17
ARTICLE XVI- SAVINGS CLAUSE .....	18
ARTICLE XVII - COMPLETE AGREEMENT .....	18

## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **ARTICLE I - RECOGNITION**

### **Section 1.1 Recognition**

The District recognizes the Service Employees International Union as the exclusive bargaining representative for full-time employees who work at least six (6) hours per day in the following job classifications: Paraprofessional, Foodservice Cook, and Foodservice Bookkeeper. The term "aide", when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the negotiating unit as determined in this section.

### **Section 1.2 Definitions**

a. Employee

For purposes of this Agreement, the bargaining unit employees shall be defined as full-time, school year employees, employed in any one position at least six (6) hours or more a day and thirty (30) hours per week for at least each month of scheduled student attendance but less than a twelve (12) month work year.

b. Superintendent

The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

c. Employer

The term "Employer," "Board" or "Board of Education" shall indicate the Board of education or its administrative designee.

d. Union

The term "Union" shall indicate the Service Employees International Union as the sole and exclusive bargaining representative.

## **ARTICLE II - UNION RIGHTS**

### **Section 2.1 Union Activity During Working Hours**

Authorized agents of the Union shall have access to the Employer's establishment during working hours provided that they make their presence known to the proper official upon entering into buildings and sign in at the Principal's office, that there is no interruption of the School District's working schedule, and that Union activity is conducted during an employee's non-working time (with exception to investigate and discuss grievances and workplace-related complaints as well as meet

with newly hired employees for up to one hour either within the first two weeks of employment in the bargaining unit).

### **Section 2.2 Union Visits**

The Board recognizes that the Union may use school buildings for meetings of its officers and members provided that such meetings do not conflict with the regularly scheduled school day or other scheduled school or custodial activities, provided further that the Union notify the Superintendent or his designated representative at least seventy-two (72) hours in advance of such meeting.

### **Section 2.3 Union Stewards**

Duly authorized bargaining unit members shall be designated by the Union as Steward. The Union may designate six (6) Stewards and one alternate and will provide written notice to the School District to identify those individuals.

### **Section 2.4 Time Off for Union Activity**

The Union shall be allowed a total of four (4) working days per contract year for Union business leave. Union business shall be defined as a Union official or representative's attendance at or participation in local, state, or national conferences of affiliated organizations, Union business meetings or arbitration hearings. No more than two (2) Employees shall utilize Union business leave on any particular workday. The Union must submit written notice of Union Leave to the Superintendent at least five (5) days before the leave day.

### **Section 2.5 Union Bulletin Boards**

The District shall provide space for one (1) Union bulletin board. The bulletin board shall be for the sole and exclusive use of the Union. The Union agrees that no inflammatory or political documents or information critical of the District, its agents, or employees shall be posted on the bulletin board.

### **Section 2.6 Member Information**

The Board shall provide Union, within 10 calendar days of the beginning of the school term and every 30 calendar days thereafter, an Excel file (or other editable digital file) containing employee's name, job title, and other required information concerning each employee in the bargaining unit they represent pursuant to the Illinois Educational Labor Relations Act.

The Board shall also provide the Union, within 10 calendar days from the date of hire of a bargaining unit employee, the same information concerning the new employee.

## **ARTICLE III - MANAGEMENT RIGHTS**

### **Section 3.1 Management Rights**

Subject to any specified limitations in this Agreement, the Board hereby retains and reserves unto itself, without limitations, all rights, authority, duties and responsibilities conferred upon and vested in by the laws and Constitution of the State of Illinois and the United States, including, but without limiting the generality of the foregoing, rights to:

- a. The exclusive management, organization, and administrative control of the District, its properties, facilities, and the activities of the employee.
- b. Direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services.
- c. Hire all employees, to determine their qualifications and the conditions of their continued employment; and to review, evaluate, promote, assign, and transfer such employees.
- d. Establish educational policies, goals, and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and the kinds of personnel required in order to maintain the efficiency of District operations.
- e. Build, move or modify facilities, establish budget procedures and determine budgetary allocation, and take action on any matter in the event of an emergency.

### **Section 3.2 Non Discrimination**

The Board agrees that no member of the Union shall be discriminated against by reason of membership in the union or Union activities which are not in conflict with the employee's duties.

The Union shall admit to membership all employees in the bargaining unit, regardless of race, religion, color, sex, political affiliation, national origin, ancestry, or sexual orientation.

The Union agrees to represent equally all members of the bargaining unit employed by the Board without regard to membership in, or participation, or association with the activities of the Union.

## **ARTICLE IV - UNION DUES**

### **Section 4.1 Union Deduction**

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the Union informs the Employer that the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Union dues shall be deducted twice a month from that employee's regular paycheck. After the Union dues are deducted from the employee's paycheck, the dues will be submitted to the SEIU Comptroller with an itemized statement listing employee's name, home address, phone number, date of hire, and hourly wage.

### **Section 4.2 COPE Deduction**

The Employer agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deduction on the forms provided for that purpose by the Union. The transmittal shall be accomplished by a list of the names of the employees from who such deductions have been made and the amount deducted from each employee. The rate of deduction may be adjusted once each calendar year. However, an employee may request termination of the deduction in its

entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employees' dues withholdings.

#### **Section 4.3 Hold Harmless**

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

### **ARTICLE V - HOURS OF WORK AND OVERTIME**

#### **Section 5.1 Hours of Work**

The workday/week shall be Monday through Friday. Members of the unit who work at least six (6) continuous hours shall receive an unpaid thirty (30) minute duty free lunch. Employees who accompany children on field trips will be paid up to an additional thirty (30) minutes pay for any time spent working with students during their lunch period.

#### **Section 5.2 Overtime**

If a member of the bargaining unit is required to work beyond forty (40) hours in a work week, the member shall be entitled to overtime compensation for hours worked in excess of forty (40) at the rate of one and one-half (1.5) times their regular hourly rate of pay. No Employee may work overtime without authorization from his or her immediate supervisor. An employee who works unauthorized overtime will be paid for such work, but may be subject to discipline, up to and including termination.

#### **Section 5.3 Changes to Normal Workday/ Week**

Should it become necessary for the District to change either the starting time or day/days of the week for any member of the bargaining unit, the District shall notify the Union Representative and member in writing of any such change at least seven (7) business days before the change shall take effect, except when required by IEP minutes or emergency circumstances.

Should it become necessary for the District to change either the starting time or day/days of the week for all the members of the bargaining unit in a school, the District shall notify the Union and the members in writing of any such change at least fifteen (15) business days before the change shall take effect and bargain over the impact of the change.

#### **Section 5.4 Other Extra Duty Assignments**

Staff members assigned to other duties before or after the normal workday that are not identified in Appendix I will be paid at their normal hourly rate. Staff members will have an opportunity to select the assignment they would prefer. The Aides' selection process will be governed by building seniority (except in the case of a student assigned a one-on- one Aide).

District payroll personnel must receive appropriate documentation from principals or committee leaders before employees will be paid their stipends.



In the event an employee does not have the ability to utilize an appropriate online timesheet, a paper timesheet shall be submitted to the building principal for approval. Payment for a paper timesheet shall occur no later than the second subsequent pay period after which the employee submitted the timesheet to the principal.

#### **Section 5.5 Notification of Assignment**

Staff members shall be provided with an intent form no later than seventy-five (75) calendar days prior to the end of the school year. Members shall notify the Superintendent on the intent form of their intention to return no later than sixty (60) calendar days prior to the end of the school year.

Staff members who have notified the Superintendent of their intent to return shall be notified of the tentative assignment no later than fifteen (15) calendar days prior to the end of the school year. The Superintendent will promptly notify members of any changes in the tentative assignment which occur after the initial tentative teaching assignment is provided.

#### **Section 5.6 Transfers.**

An Aide may request a transfer in an intent form. Whenever an aide is to be transferred involuntarily, he/she shall be informed concerning the specific reasons for such transfer before the transfer is to take effect. A meeting shall be held, if the Aide so desires, to discuss such transfer and any alternatives that exist. In no case shall information regarding proposed transfer of Aides be released prior to the Aide being notified. A transfer shall mean any change from an Aide's present position to another building, grade level, or sub classification according to Article VI, Section 6.2.

### **ARTICLE VI - SENIORITY**

#### **Section 6.1 Definition of Seniority**

Seniority shall be defined as follows:

- a. Length of continuing service in the District, provided, however, that: a) regular part-time service shall be computed on a pro rata basis; and b) unpaid leaves of absence shall not be counted in determining seniority, and leaves of absence shall not constitute an interruption or break in service for seniority purposes.
- b. If the years of total continuous service in the District are equal between two (2) or more Employees, then seniority shall be determined by total service in the District, whether or not continuous. Such service shall be computed in the manner described in subsection 1 above.
- c. If the years of total service in the District are equal between two (2) or more Employees, then seniority shall be determined by: 1) the greater number of months employed per year; 2) the greater number of hours in the normal workday.
- d. If two (2) or more Employees remain equal after application of the factors set forth in subsection (c) above, the Employee having the greater seniority shall be determined by lot.

## **Section 6.2 Classifications Within Bargaining Unit**

For purposes of this Agreement, Employees shall be placed in the following categories for seniority purposes:

1. Paraprofessional
2. Food Service Cook
3. Foodservice Bookkeeper

### **Section 6.2.a Complex Special Needs Assignments**

When providing Paraprofessionals with their Tentative Assignment for the upcoming school year, the Board shall request volunteers for Paraprofessionals interested in administering assistance in hygiene, food consumption, complex special needs or complex medical devices. These Paraprofessionals shall be paid a one dollar and fifty cents (\$1.50) per hour stipend for all hours worked in the classroom and/or with the individual student. Complex special needs assignments shall be filled by the Paraprofessional volunteer with the highest seniority. If an insufficient number of Paraprofessionals volunteer, the Board reserves the right to assign the duty. The Union shall not have the right to grieve the assignment of duty when there are no volunteers.

Each Spring, a committee consisting of one paraprofessional from each school and three administration employees will convene to discuss the needs of these assignments and the employees assigned to these positions. These discussions will include, but not be limited to, employees who are proper for the assignments, employee challenges in the positions, student needs, and other subjects pertaining to the execution of the necessary duties.

Proper training will be provided to all Aides specific to their job duties.

## **Section 6.3 Seniority List Procedures**

The Board shall prepare, maintain and post the seniority list. Prior to January 15th on the District website, the Superintendent or his/her designee shall post a tentative listing by classification as set forth in 6.2 of this Agreement, which sets forth the seniority of all Employees covered by this Agreement. This listing shall provide the following information for each employee:

- a. Name
- b. Current positions
- c. Years of continuous service in the District

A copy of the list shall be distributed to the Union President or designee by February 1. Each Employee shall have twenty (20) days from the date of posting to file specific written objections to the Superintendent to the information contained in the list. Failure of the Employee to make a timely objection shall be deemed an acceptance of his or her placement on the seniority list and shall waive any rights to object to their seniority ranking until the posting of a new seniority list.

#### **Section 6.4 Loss of Seniority**

- a. Resignation
- b. Dismissal for cause
- c. Retirement; or
- d. Expiration of a recall period

#### **Section 6.5 Probationary Employees**

Employees shall be employed on a probationary basis until successful completion of six (6) months of continuous employment. Probationary employees are employed on an at will basis and are subject to immediate termination for any reason and are not eligible for access to the contractual grievance for any dispute concerning termination. Upon successful completion of the probationary period, the Employee shall be entitled to seniority retroactive to the date the Employee commenced the successfully completed probationary period.

Employees who are reassigned to a new category of position within the bargaining unit shall be required to serve an additional three (3) months probationary period in the new department or position. If an Employee does not successfully complete the probationary period in the new department or position, that Employee will be returned to the position from which he or she was transferred.

#### **Section 6.6 Summer Work**

The District will post open positions for summer employment. Members that apply must meet the criteria that are placed within the posting. The posting will be made available to all qualified members of the bargaining unit using District seniority as the deciding factor.

### **ARTICLE VII - LAYOFFS**

In the event of a reduction in force affecting bargaining unit Employees, the Board shall first dismiss the Employee with the least seniority in the applicable category of position as set forth in Section 6.2 of this Agreement. Employees who are removed or dismissed shall receive written notice of honorable dismissal by certified mail and personal delivery at least thirty (30) days before the employee's last workday in accordance with Section 5/10-23.5 of The School Code. The District will provide a list of employees who are identified for layoff to the Union within thirty (30) days of the last day of school.

On August 1<sup>st</sup> every year the District will inform the Union of all bargaining unit positions that have been filled with layoff employees. If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the vacant position to the employee with the most seniority on the recall list who is qualified to hold the position. To be "qualified" for a position, an employee must meet all of the requirements for the position. An employee's failure to maintain the necessary qualifications for a particular position will result in their waiver of recall rights to any vacancy arising in such category during the recall period. Any recalled employee shall retain their previously accumulated seniority but shall not accrue additional seniority for the period after the honorable dismissal and prior to reemployment.

To be eligible for recall, an honorable dismissed employee must provide to the Board, in writing, prior to the last day of the school year of dismissal, the address where the employee may be reached. The employee must also notify the Board in writing, within ten (10) business days of the Board's mailing of the notice of vacancy, or within five (5) business days of the employee's receipt of the notice, whichever shall first occur, of the acceptance of any vacant position offered to the employee during the recall period. The employee's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available full-time position in any category of position in which he or she is qualified shall be deemed to have waived their recall rights under 5/10-23.5 of The School Code and will no longer be eligible for any other vacant positions that become available during the recall period. Prior to the recalling of laid off workers, the District will consider returning current employees who were reassigned due to the layoff to their former school before recalled workers are given notice of return to work. On or about August 1st of each school year, the Union will receive a list of current employees that were affected by the layoff and will not be returning to their former school. If needed, the Union may request a meeting to discuss the District's decision.

## **ARTICLE VIII- GRIEVANCE PROCEDURE**

### **Section 8.1 Administrative Agency Claims**

If the Union or the grievant files a charge, claim, or complaint with any administrative agency, court, or other forum other than this contractual grievance procedure, the Union or grievant may process such charge, claim, or complaint, but the Board shall not be required to process the same charge, claim or complaint through the grievance procedure.

### **Section 8.2 Grievance Investigation**

Any fact-finding investigation or processing of any grievance by the grievant or the Union, except for the arbitration hearing, may be conducted during working or non-working hours. It may be conducted during working hours but shall not result in any interference or interruption of the District's instructional program and the grievant's assigned job duties. The Chapter President will be paid for their attendance at the meeting. If conducted during non-working hours, the grievant shall be paid their normal hourly rate of pay but the Chapter President will not be in a paid status.

### **Section 8.3 Grievance Procedure**

#### **a. Definitions**

1. A "grievance" shall mean a complaint by an Employee or the Union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.
2. For purposes of this Article, the term "days" shall refer to school days unless otherwise specified, except that as applied to any grievance which is submitted with less than ten (10) days before the end of the school term, time limits shall consist of weekdays.

#### **b. Procedures**

The parties to this Agreement acknowledge that it is desirable for the Employee and the immediately involved supervisor to resolve issues or problems through free and informal

communications. Accordingly, the Employee or Union asserting a contract violation shall attempt to resolve the issue through informal communications and discussions with the appropriate supervisor. If, however, such informal discussions do not resolve the issue, a grievance shall be processed as follows:

1. Step One

The grievant shall present the grievance in writing within ten (10) days of the incident or occurrence which gives rise to the alleged contract violation, or when the grievant had knowledge or reasonably should have had knowledge of the grievance. The grievance shall identify the grievant(s), describe the factual basis for the grievance, identify provisions of the Agreement allegedly violated, specify the remedy sought, and shall be submitted in writing to the Employee's supervisor. The grievance shall be signed by the grievant(s) or by a Union official on behalf of the grievant(s). The supervisor will schedule a Step One meeting to occur within ten (10) days of the filing of the Step One grievance. The grievant, a Union representative, and the supervisor shall attend the meeting. The supervisor shall issue a decision and submit the Step One response to the grievant, the Union representative, and the Superintendent within ten (10) days after the Step One meeting.

2. Step Two

If the grievance is not resolved at Step One, the grievant or the Union may refer the grievance to the Superintendent within ten (10) days of receipt of the supervisor's Step One decision. The Superintendent shall schedule a Step Two meeting to occur within ten (10) days after receipt of the Step Two grievance appeal. The grievant, a Union representative, and the Superintendent shall attend the meeting. The Superintendent shall issue a decision and submit the Step Two response to the grievant, the Union representative, and the grievant's supervisor within ten (10) days after the Step Two meeting.

3. Arbitration

If the grievance is not resolved at Step Two, the Union may submit the grievance to arbitration by filing an arbitration demand with the American Arbitration Association ("AAA") within thirty (30) workdays of the Union's receipt of the Superintendent's Step Two grievance response. If a written demand for arbitration is not filed within the thirty (30) days grievance appeal period set forth above, the grievance shall be deemed withdrawn.

The AAA shall act as the administrator of the grievance arbitration proceedings. Neither the Board nor the Union shall be permitted to introduce any documents or evidence at the arbitration hearing which were not previously disclosed to the other party.

The arbitrator shall have no authority or power to alter, modify, or otherwise revise the terms of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him by the Board and the Union, and his decision shall be based exclusively upon an interpretation of the meaning or application of the express terms of the contract.

Each party shall be responsible for the costs related to its representation in the arbitration. The fees and expenses of the arbitrator and the AAA shall be shared equally by the parties. If either

party requests a transcript of the arbitration proceedings, that party shall be responsible for the full cost of that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the parties.

#### **Section 8.4 Untimely Responses or Appeals**

If no grievance response has been submitted within the time limits set forth in the grievance procedure in paragraph 8.3, and there has been no mutually agreed extension of the time limit, then the grievance may be advanced to the next step. If the grievance is not appealed to the next grievance step within the applicable time limits, the grievant shall be barred from any further appeal.

#### **Section 8.5 Bypass to Next Step**

If the grievant and the Superintendent mutually agree, Step One of the grievance procedure may be bypassed and the grievance submitted directly to Step Two.

#### **Section 8.6 Withdrawn or Settled Grievance**

Any grievance may be withdrawn or settled at any step on a non-precedent setting basis.

### **ARTICLE IX - DISCIPLINE**

#### **Section 9.1 Employee Discipline**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measure may include the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension (notice to be given in writing)
- d. Discharge

Disciplinary action may be imposed upon a Non-Probationary Employee only for just cause. For purposes of this Agreement, a Probationary Employee is an Employee who has not completed six months of service in the District. Probationary Employees may be disciplined or discharged at will.

If the District has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the Public.

The following is a non-exhaustive list of Employee actions and incidents of unsatisfactory performance which warrant consideration for discipline, including dismissal, suspension or demotion of Employees. This list shall include, but not be limited to, the following:

- a. Unauthorized absence, or abuse or misuse of sick leave
- b. Conviction of any criminal act

- c. Disorderly conduct
- d. Incompetency
- e. Insubordination
- f. Use of or being under the influence of illegal drugs or alcoholic beverages while on duty
- g. Neglect of duty
- h. Negligence or willful damage to public property
- i. Assault upon supervisors, other employees or students.

### **Section 9.2 Investigative Interviews**

Where the District desires the necessity to conduct an investigatory interview of an Employee, they shall first inform the Employee of his right to Union representation, then the employee shall have the right to contact the Union Representative. If the Employee desires their Union Representative to be present during the interview, the interview will not take place until the Union Representative can be present. A Union representative will be made available in a timely manner. No investigatory interview with a bargaining unit member will be conducted in the presence of a parent or other family representative.

## **ARTICLE X - INSURANCE**

### **Section 10.1 Medical**

The District shall each month pay a portion of the premium for a policy or policies of insurance for major medical for each full-time employee as defined in Section 1.2 of this Agreement upon employment.

All full-time employees may obtain single insurance for which the District will pay a portion of the premium.

Policy	2022-2023	2023-2024	2024-2025
HMO	85%	85%	85%
HDHP	85%	80%	70%
PPO	85%	70%	60%

The Board will contribute the dollar equivalent of the single health insurance contribution towards any dependent health insurance coverage option selected by the qualified employee plus an additional One-Thousand Seven Hundred and Fifty Dollars (\$1,750.00) to be applied toward the dependent premium for employees of 0-9 years of full-time service, and Two-Thousand Two Hundred and Fifty

Dollars (\$2,250.00) to be applied toward the dependent premium for employees of ten (10) consecutive years or more of full-time service.

The Board of Education may choose to enter into new agreements which represent equivalent benefit coverage.

#### **Section 10.2 Life**

The District shall provide to each member of the unit a TERM Life Insurance policy of Twenty Thousand Dollars (\$20,000.00). Members may purchase additional coverage at their own expense.

#### **Section 10.3 Dental**

The District shall each month pay a portion of the premium for a policy comparable to all other District employees of single dental for each full-time employee as defined in Section 1.2 of this Agreement upon completion of one (1) year of service in the District.

The Board shall contribute eighty percent (80%) of the premium for dental insurance for the single premium.

The Board will contribute the dollar equivalent of the single dental insurance contribution towards the dependent dental insurance coverage option.

#### **Section 10.4 Insurance Committee**

In conjunction with the teachers' union, this bargaining unit shall appoint two (2) members to the District Benefits Committee to annually review the District fringe benefit insurance programs. The purpose of the Committee will be to investigate insurance coverage, option carriers, plan modifications, etc. The goal of the Committee will be to explore the cost of insurance benefits in the District. Any proposed changes in the carriers, contractors, plans, or coverage will be presented in full to the Committee prior to any change by the District.

### **ARTICLE XI- WAGES/RETIREMENT**

Employees shall be strongly encouraged to authorize the direct deposit of payroll into their designated account of choice. Employees shall have access to a digital paycheck accompanied by an itemized listing of additional pay submitted via timesheet or as a stipend.

#### **Section 11.1 Wages**

The determination of any full-time Aides' hourly wage rate is identified below. Each school year period begins on July 1st and ends on June 30th.

	2022-2023*	2023-2024	2024-2025
Paraprofessional	\$16.67	2%	2%
Foodservice Bookkeeper	\$15.50	2%	2%



\*Any actively employed aide whose hourly wage rate is above the starting wage identified in the 2022-2023 school year shall receive a \$1.25 hourly wage increase. Wages for the first year will be retroactive to the first day of work following the expiration of the previous agreement.

### **Section 11.2 Pay Periods**

Aides hired prior to the first day of the 2022-2023 school year shall have the option of being paid on either a nine and one half (9 1/2) month schedule or on a twelve (12) month schedule, provided that the aide shall be paid on a nine and one half (9 1/2) month schedule unless he/she shall otherwise elect in writing to the Superintendent or his designee on or before the beginning of the school term or within two weeks of the effective date of this Agreement whichever shall last occur. Such schedule shall not be altered during the school year. Aides hired on the first day of the 2022-2023 school year or thereafter shall be paid on a twelve (12) month schedule.

### **Section 11.3 Stipends**

Aides may apply for positions on the Teachers' Stipend Schedule. Refer to Appendix 1 at the back of the document for details. If the position is not filled by a teacher, other District 103 employees, including aides, may be considered for the position. If an aide is hired to fill such a position, he/she will be paid according to the rate in Appendix 1.

### **Section 11.4 Retirement Stipend**

Employees who have completed at least fifteen (15) years of full-time District service, and are eligible for IMRF retirement, and retire from the District shall receive a retirement stipend payment of Five Hundred Dollars (\$500.00) in the next payroll period following their last regular paycheck of their final year of employment, provided that the employee's total earnings increase for their final employment year does not exceed the employee's reported earnings for the previous employment year by the greater of six percent (6%) or 1.5 times the annual increase in the Consumer Price Index-U (CPI-U).

If the retirement stipend results in the employees' reported earnings exceeding the greater of six percent (6%) or 1.5 times the annual increase in the CPI-U, the retirement stipend shall be reduced to an amount which does not exceed this statutory limitation to ensure that the District is not subject to an accelerated penalty payment to IMRF pursuant to the Illinois Pension Code.

The staff member must notify the Superintendent in writing of their intent to retire under this clause before December 1st of the prior calendar year in which they intend to retire.

## **ARTICLE XII - LEAVES**

### **Section 12.1 Leave of Absence**

An Employee who has completed at least five (5) consecutive years of full-time District service may be granted an unpaid leave of absence for a period not to exceed one (1) school year. Unpaid leaves shall be available for purposes of extended illness or disability or other purposes. Any such leave of absence shall be granted without pay and fringe benefits.

Unpaid leave applications must be submitted to the Superintendent in writing at least ninety (90) days prior to the scheduled commencement of the leave. Requests for unpaid leaves of absence shall include the specific reason for the leave and designate the proposed beginning and ending dates of the leave of absence. Any unpaid leave requests shall be submitted by the Superintendent to the Board with a recommendation for approval or denial of the leave request. Approval or denial of the leave request shall be completely discretionary and nonprecedential. Any employee on an extended unpaid leave of absence shall not continue to accrue seniority unless they work more than ninety (90) school days during the year in which the unpaid leave was taken.

Any employee whose unpaid leave application is approved by the Board must notify the Superintendent in writing at least ninety (90) days prior to expiration of the leave of their intention to return to work. If the employee fails to provide timely notice of their intent to return to work after the expiration of the leave, the employee's failure to provide such timely notice shall be considered as confirmation of the employee's intention to resign from employment.

### **Section 12.2 Sick Leave**

- a. Sick leave shall be available for employees' personal illness or quarantine at home, serious illness, or death in the immediate family or household, or birth, adoption, or placement for adoption. The Board may require a physician's certificate or a certificate from a spiritual advisor or practitioner of the employee's faith, as a basis for the employee's receipt of paid leave after an absence of three (3) days or more consecutive scheduled work days for personal illness, or in other circumstances as the Board deems necessary to substantiate the validity of the employee's illness or medical condition. Absences of three (3) or more consecutive workdays, due to illness, require a physician's statement certifying that the employee's condition prevented him from appearing for work and inhibited his ability to return to work. Failure to provide the required documentation satisfactory to the District may cause such absence to be considered an unexcused leave of absence without pay and may subject the employee to discipline as well.
- b. Accumulation - Full-time employees will accrue one (1) sick day for every fifteen (15) days worked within the school year at the start of the school year. However, employees cannot utilize sick days until they are accrued. Such accrual will commence on the most recent date of hire. Any full-time employee shall be entitled to the use of any or all accumulated Sick Leave benefits with pay if and when needed and as authorized. The first day of sick leave will be granted to all employees on the first day of the school year and the rest will accumulate accordingly thereafter.
- c. Notification - Any employee who is unable to report for work shall report their absence to their Building Absence Line at least one (1) hour prior to the regular starting time for aides in

that building. Failure to provide prior notification may be considered a leave of absence without pay for that full day.

- d. Separation of Employee - An employee terminating from District service shall not be allowed the use of Sick Leave during the last two (2) calendar weeks of employment unless supported by a note from a physician or the employee has been given notice of Layoff or has tendered their notice of retirement.
- e. Abuse - Abuse of sick leave, frequent or excessive absences may result in discipline or dismissal of the employee by the District.
- f. Medical Examination - If there is any question concerning an employees' fitness for duty or fitness to return to duty following a leave of absence, layoff, illness the District may require at its expense that the employee be examined by a qualified physician or medical professional selected by the District. The foregoing requirement shall be in addition to any requirement that an employee provides, at their own expense, a statement from their own Doctor upon returning to work.

### **Section 12.3 Military Leave**

Military leave and benefits shall be granted in accordance with applicable law. An employee must notify the District as soon as the need for Military leave becomes known.

### **Section 12.4 FMLA Leave**

Employees may be eligible for a leave of absence under the Family and Medical Leave Act in accordance with FMLA and District policy.

### **Section 12.5 Bereavement Leave**

Employees shall be allowed up to five (5) workdays of absence without loss of pay in the event of the death of an immediate family member. An immediate family member for the purposes of this section includes a spouse, civil union partner (defined as a legal relationship between two [2] of either same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act), child, step-child, brother, sister, step-brother, step-sister, grandchild, grandparent, legal guardian, parent, step-parent or parent-in-law. Employees shall be allowed up to three (3) school days of absence without loss of pay in the event of the death of a brother-in-law, sister-in-law, aunt or uncle. Bereavement leave shall not be cumulative, nor shall the use of such leave cause any reduction in sick leave. The Superintendent or designee may grant bereavement leave for an immediate member of the household who is not listed above. Employees may be required to provide documentation with regard to their bereavement leave.

### **Section 12.6 Jury Duty**

Employees shall receive their regular salary while in required jury duty. The Superintendent or his/her designees may require documentation to support the basis for the employee's absence for jury duty.

### **Section 12.7 Personal Business Leave**

Each employee shall be entitled to three (3) days of personal business leave per school year without loss of pay for matters which cannot be handled during non-school days or hours. Unused leave shall be cumulative as sick leave. Written application for such leave shall be made to the Superintendent or designee, on a designated form, at least two (2) full-time aide employment days prior to the desired onset of such leave, provided that in an emergency such application may be made at a later time with an explanation of such emergency. Such application shall disclose the general reason for the request. Personal business leave shall not be available during the first five (5) or last (5) full-time aide employment days, institute days, or school improvement days, or days immediately before or after school holidays or school break periods, provided, however this restriction shall not apply to recognized religious holidays of the employee's faith. The Superintendent may agree to waive any of these restrictions and approve an aide's request for personal business leave only if the employee cannot reschedule the personal business for any non-restricted school day. The Superintendent may require documentation to support the basis for the employee's request to waive the applicable restriction. Personal business leave for a proper purpose shall not be denied arbitrarily, but it shall not be available for purposes of, illness in the immediate family where sick leave is applicable under paragraph 1 or during a work stoppage. The employee shall affix his/her signature to the personal leave form to guarantee that he/she is taking the leave within the legitimate scope of this provision. Should the personal business leave be used for an improper purpose, it will result in the loss of salary for the day(s) in question.

### **ARTICLE XIII - LABOR MANAGEMENT MEETINGS**

The Union and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed upon, between no more than three Union representatives and responsible administrative representatives of the employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. Discussion on the implementation and general administration of this Agreement;
- b. A sharing of general information of interest to the parties; or
- c. Safety issues.

### **ARTICLE XIV - PERSONNEL RECORDS AND EVALUATIONS**

#### **Section 14.1 Personnel Records**

Upon prior written notice to the Superintendent, an Employee shall have a right to inspect any documents in his or her personnel file that are non-confidential and subject to inspection under the Illinois Review of Personnel Records Act. Any inspection shall occur in the presence of authorized District personnel. The Employee may have a union representative present during his or her review of the personnel file, provided the Employee notifies the Superintendent in advance. Upon request, the District will reproduce without cost to the Employee one (1) copy of any non-confidential documents in the Employee's personnel file, provided, however, the number of requests is not excessive.

The District shall maintain one (1) personnel file for each Employee. No materials regarding an Employee's performance shall be placed in the file unless the Employee is provided a copy. The Employee shall acknowledge receipt of any such material by affixing his or her signature and date on a copy that the Employee shall return to the issuing supervisor. The Employee's failure to acknowledge receipt of any such document shall not preclude its placement in the file.

An Employee may file a written response to any written performance materials placed in the Employee's personnel file, provided the Employee submits the response within ten (10) workdays of receipt of the materials. The Employee's response shall be attached to the file copy of the performance materials in question.

#### **Section 14.2 Annual Evaluations**

Each Employee's job performance shall be evaluated by his or her direct supervisor on an annual basis. The evaluation process includes an annual evaluation by May 15 on forms applicable to the Employee's job classification and day-to-day appraisals as needed. Probationary employees will be evaluated after three (3) months and, if necessary, at the end of the six (6) month probationary period.

An Employee shall be permitted to write a written rebuttal and attach it to the evaluation within ten (10) days of meeting to discuss the evaluation with the Supervisor, and if an evaluation results with a change of assignment, employee shall be allowed to discuss the change of assignment with Superintendent or its designee.

#### **Section 14.3 Job Description**

At the beginning of each school year all bargaining unit employees shall receive a copy of his or her job description.

#### **Section 14.4 Teacher Institute Days and School Improvement Plan Days (SIP)**

Aides are a crucial link in providing the highest quality of education to the students of District 103. Aides may be required to attend training days. The District will treat attendance at these trainings as a regular workday and the Aides will be paid at their regular hourly rate of pay with all benefits accruals.

#### **Section 14.5 Induction**

Year one (1) staff will be required to attend up to two (2) unpaid induction days of staff development meetings prior to the beginning of the first day of attendance for all staff members. Year two (2) staff will also be required to attend but will be paid their regular rate of pay. Existing staff may also attend and be paid their regular rate of pay.

### **ARTICLE XV - NO STRIKE/ NO LOCKOUT**

During the term of this Agreement and any mutually agreed upon extension thereof, neither the Union, its Agents, nor any employee shall engage in a strike, work stoppage, or any other interference with the operations of the District. The District will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

## ARTICLE XVI- SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or state legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## ARTICLE XVII - COMPLETE AGREEMENT

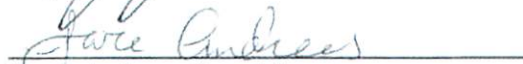
This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. Each party, for the duration of this Agreement, 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 whether or not referred to or covered in this Agreement, including the impact of the District's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in the 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.

This contract shall be in full force and effect through JUNE 30, 2025.


IN WITNESS WHEREOF, the parties have on this 25<sup>th</sup> day of APRIL, 2023, caused their signatures to be hereunto affixed by their duly authorized officers:

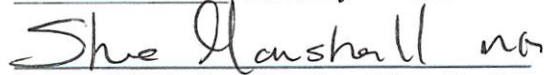
### **BOARD OF EDUCATION SCHOOL DISTRICT 103**

  
Jorge Torres, Board President

  
Sarah Andreas, Board Secretary

### **DISTRICT 103 UNIT LOCAL 73 SEIU**

  
Secretary - Treasurer

  
Shea Marshall, Local 173 Business Representative

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Committee

### Appendix I - Extra Duty Compensation Schedule

<b>*Payroll Categories</b>	<b>Middle School</b>	<b>2022-2025</b>
AY	Choir Director	\$1,930/year
AY	Band/Orchestra Director	\$3,610/year
AY	Bus Monitor (AM)	\$545/year
AY	Bus Monitor (PM)	\$545/year
AY	NJHS Advisor	\$1,320/year
AY	School Newspaper Sponsor	\$1,320/year
AY	Student Council Sponsor	\$1,320/year
AY	Team Leader	\$2,920/year
AY	Yearbook Sponsor	\$1,320/year
S	Basketball Coach - (Boys Competition)	\$1,980/season
S	Basketball Coach - (Girls Competition)	\$1,980/season
S	Volleyball Coach - (Boys Competition)	\$1,320/season
S	Volleyball Coach - (Girls Competition)	\$1,320/season
S	Soccer Coach (Co-Ed)	\$1,320/season
S	Cross Country Coach	\$1,450/season
S	Cheerleading Coach	\$1,540/season
S	Softball Coach	\$1,320/season
S	Theater Sponsor	\$900/season
PD	After School Detention Monitor	\$35/day
PD	Saturday Detention Monitor	\$200/day
PD	Breakfast Monitor	\$30/day
PD	Lunch Monitor	\$30/day
PD	Outdoor Education Monito	\$330/overnight
PD	Collage Fine Arts Sponsor	\$120/event
PS	After School Student Event Monitor	\$35/game
PS	Club/Activity Sponsor	\$30/session
PS	WIN Club Sponsor	\$50/session
PH	Extended Day Field Trips Monitor	\$50/hour
<b>PreK-5 Schools</b>		
AY	Assistant to the Principal	\$1,370/year
AY	Choir Sponsor	\$1,930/year
AY	Band/Orchestra Director	\$3,610/year
AY	Bus Monitor (AM)	\$495/year
AY	Bus Monitor (PM)	\$495/year
AY	School Newspaper Sponsor	\$1,320/year
AY	School Safety Patrol Sponsor	\$720/year
AY	Student Council Sponsor	\$1,320/year
AY	Yearbook Sponsor	\$1,320/year
S	Basketball Coach - (Boys Competition)	\$1,430/season
S	Basketball Coach - (Girls Competition)	\$1,430/season
S	Cheerleading Coach	\$1,430/season
PD	After School Detention Monitor (Limit 1 per bldg.)	\$30/day

PD	Breakfast Monitor	\$25/day
PD	Crossing Guard (AM)	\$12.50/day
PD	Crossing Guard (PM)	\$12.50/day
PD	Lunch/Lunch Recess Monitor	\$25/day
PD	PreK-5 Music Concerts Teacher(Limit 3 events per school year)	\$120/event
PD	Collage Fine Arts Sponsor	\$120/event
PS	After School Student Event Monitor	\$35/game
PS	Club/Activity Sponsor	\$30/session
PS	WIN Club Sponsor	\$50/session

**\*Payroll Categories: AY- All year, S- Seasonal, PD- Per Diem, PS – Per Session, PH - Per Hour. See 8.14 for details about when and how payment is made/received.**

**If the Board desires to modify a current job description or implement a new activity, the Superintendent shall notify the Union President.**