CONTRACTUAL AGREEMENT

Secretaries (10 and 12 month), Office Clerks,

Library Clerks, all Other Full Time Clerical Personnel and Instructional Assistants

between

Local No. 73

Service Employees' International Union

and

The Board of Education, School District 89 906
Walton

Melrose Park, Illinois 60160

July 1, 2025 through June 30, 2029

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WHEREAS, the Board of Education of School District 89 (the "Board" or the "School District") and Local No. 73, Service Employees international Union, (the "Union") have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its full time (10 and/or 12 month) Administrative Assistants, Secretary I, Office Clerk I, Library Clerks, Instructional Assistants, Secretary to the Superintendent, Claim's Coordinator, and Pre-School For All Assistant (collectively the "Employees") insofar as such practices are appropriate to the obligation of the Board to retain the right to operate the School District in a responsible and efficient manner and are consistent with the paramount interests of the public and the students in the School District; and

WHEREAS, the parties recognize that this Agreement ("Agreement") is not intended to modify any of the discretionary authority vested in the Board and the School District by the laws of the State of Illinois; and

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salary structure, fringe benefits, and other conditions of employment of the Employees covered by this Agreement, and to provide an orderly and prompt method for handling and processing grievances.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I
MANAGEMENT RIGHTS

Section 1.01 **Management of the School District is vested in the Board**

The parties agree that all rights not specifically granted in this Agreement are reserved solely to the School District. Except as otherwise provided in this Agreement, the Union agrees that the School District has the right to make and implement decisions relating to areas including but not limited to those enumerated below.

Section 1.02 **Reserved Rights**

Examples of the rights reserved solely to the School District, its agents and officials include, but are not limited to, the right:

A. To establish the School District's missions, programs, objectives, activities, and priorities;

B. To plan, supervise, direct and control the use of resources to achieve the School District's missions, programs, objectives, activities, and priorities;

C. To develop, implement, and administer affirmative action programs;

D. To establish and administer procedures. Rules, regulations, and policies and determine the methods and means by which the School District's operations are to be carried out;

E. To introduce new or improved methods, programs, equipment, or facilities, or change or eliminate existing methods, equipment, or facilities;

F. To determine the location or relocation, reorganization, or discontinuance of programs and operations or to determine where employees shall work;

G. To assign, reassign, and schedule work; and to determine the need for overtime;

H. To establish the size, composition, and qualifications of the work force;

I. To recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff any Employee;

J. To establish, modify and enforce standards of performance, conduct, and safety for Employees, and to determine the process by which Employee performance is evaluated.

K. To reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily;

L. To maintain safety standards and programs;

M. To determine and modify job classifications and job descriptions.

Section 1.03 Additional Rights

The above enumerations of management rights are not exclusive and do not exclude other management rights not specified, nor shall the exercise of rights retained by the School District be constructed to mean that any management right not expressed herein is waived.

ARTICLE II
RECOGNITION AND DUES CHECK OFF

Section 2.01 Recognition

The Board recognizes the Union as the exclusive collective bargaining representative for the secretaries (10 and 12 month), administrative assistants, office clerks, library clerks, all other clerical personnel, instructional assistants, secretary II, and IDEA grant coordinator (collectively the "Employees") employed by the School District, excluding all supervisors, managers, and confidential employees as defined by the Illinois Educational Labor Relations Act. The following positions are exempt position(s) and are not subject to this Agreement and the individuals employed in these positions shall not be members of the Union:

1. Superintendent's Executive Administrative Assistant

2. Business Manager's Executive Assistant

3. District Payroll Coordinator
4. Assistant Superintendent of Human Resources' Generalist

5. Food Service Coordinator

Section 2.02 **Notification to Newly Hired Employees**

The Board agrees to inform all present Employees hired after the execution of this Agreement that Local 73, Service Employees International Union, is the exclusive representative of all Employees employed by the School District and that membership to the Union will commence 30 days after their start date. Both parties understand and agree that no employee of the School District shall be coerced or intimidated by anyone to either join or not join the Union.

Section 2.03 **Voluntary Deduction**

Provided that the Employee *signs* and submits to the School District Business Office an authorization for check off regular dues on forms as provided by the Union and agreed to and accepted by the Board, subject to limitations elsewhere in this Agreement, the Board agrees to deduct from the wages of Employees who are members of the Union, regular monthly dues uniformly required, as a condition of Union membership and levied in accordance with the Constitution and By-Laws of the Union.

Section 2.04 **Indemnification**

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 other forms of liability that shall arise out of by reason of action taken by the Board for the purposes of complying with the above provisions of the Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Section 2.05 **Committee on Political Action (COPE)**

The School District, upon receipt of a payroll deduction authorization card signed by the Employee, shall deduct from the wages of such Employee the amount specified on the card as a regular contribution to SEID COPE. The School District will regularly remit such sums deducted for that purpose to the Union. The Employee may at any time revoke her/his authorization of the SEIU COPE payroll deduction.

ARTICLE III
SENIORITY/PROMOTION/VACANCIES/RIF/RECALL

Section 3.01 **Seniority**

An Employee's seniority shall be his/her continuous length of service from the date of hire. The first ninety (90) days of employment shall be a probationary period during which time new Employees shall not have the right to grieve any disciplinary action, including termination. All Employees employed for ninety (90) days as of the date of this Agreement shall be deemed to have

completed this probationary period. Upon successful completion of the probationary period, seniority shall be retroactive to the original date of hire.

Section 3.02 **Internal Promotion**

It shall be the policy of the School District to promote internally and only when qualified Employees as determined by the School District cannot be found in the ranks of existing Employees or when Employees will not accept appointment to a vacancy and/or new position will it be the disposition of the School District to vary from this policy.

Section 3.03 **Posting Vacancies/New Jobs**

Vacancies or newly created jobs shall be posted together with the job description for five (5) working days on School District facility bulletin boards normally used to post employment information and electronically from the Human Resources Department.

A. Letters of interest for posted positions shall be submitted to the Assistant Superintendent of Human Resources.

1. The School District shall interview all internal applicants who are qualified for the position. The employee will send an email to the Assistant Superintendent of Human Resources stating their interest in the posted position. External candidates will be considered after all internal interviews are conducted.

2. In situations where the qualifications for the posted position of two (2) or more internal applicants are relatively equal, as determined by the School District, the Employee with the most seniority shall be awarded the position.

3. Ten (10) working days after the expiration of the posting period, the District will notify the applicants of the disposition of their application.

4. Names and addresses of newly hired employees shall be provided to the Union within the (10) working days of the date of hire.

B. Employees assigned to a new position shall be given a ninety (90) day probationary and training period.

1. If it is determined by the School District that an Employee is unable to perform the new position after ninety (90) days, the Employee will be returned to his/her original position.

2. After the ninety (90) day probationary and training period, the Employee shall receive a retroactive salary increase for the new position.

C. Any Employee transferring to a new classification shall retain the same seniority for salary purposes as the Employee held in the prior classification.

Section 3.04 Demotion/Transfer

The School District may demote or transfer an Employee to a lower paid classification for just cause only. Except in cases of bumping due to layoffs, no Employee will be compelled to accept a permanent demotion or transfer against his/her wishes if just cause disciplinary action is not the reason for said transfer.

Section 3.05 Continuous Service Interruption

Continuous service shall be interrupted by:

1) Resignation;

2) retirement;

3) termination for just cause;

4) absence from work for three (3) consecutive days without authorization or notification to the School District (except in an emergency);

5) lay-off followed by a failure to respond to recall (time limit reflected in the notice of recall);

6) non-performance of bargaining unit work as a result of a disability for a period of two (2) calendar years; or

7) failure to report to work at the conclusion of an authorized leave of absence or vacation (except in an emergency). Employees who are laid off and are subsequently rehired within one (1) year from the original date of lay-off shall retain their original date of hire for the purpose of determining seniority.

Section 3.06 Reduction in Force

In the event the School District determines that it is in the best interest of the School District to decrease the number of Employees or to discontinue some type of service, Employees will be retained based upon seniority, performance, job skills, and attendance within the appropriate classification. Where seniority is equal among Employees, the School District shall pick an Employee based on job performance, job skills, and attendance. The School District will adhere to the School Code regarding the notice to be given employees for layoff.

- Notice must state employee is being "Honorably Dismissed".
- Notice must state the reason for Honorable Dismissal.
- If they qualify under law, Honorably Dismissed members will be eligible for unemployment compensation. The Board is required to pay all accrued but unpaid income in the next regularly scheduled payroll following the last day of employment.

A. Filling of Vacant Positions

If a position is vacant, it will be awarded to the Employees with the most seniority in the salary grade for which job they have the skill and ability to perform. Where seniority is equal among Employees, the District shall pick an Employee based on job performance, job skills, and attendance. Employees who are displaced from their current salary grade shall have the right to bump the least senior Employee in lower grades for which job they have the skill and ability to perform, providing the Employee has more seniority.

B. Reduction Recall.

Employees shall have the right to be recalled by the School District for one (1) year from the start of the next school year after being laid-off.

1. Employees shall be recalled by seniority from the recall list. Where seniority is equal among Employees, the District shall pick an Employee based on job performance, job skills, and attendance.

2. No new employees shall be hired for positions covered by this Agreement as long as any Employees remain on the recall list that have the skills to perform the duties of the vacant position.

3. Employees on the recall list shall be responsible for alerting the School District of any address changes.

4. The School District shall send a letter (certified mail-return receipt requested) to the Employee at their home to notify them of any job openings.

    a. The Employee shall have ten (10) working days from the date the notice is mailed to contact the School District and accept the position.

    b. If an employee fails to respond to the notice within the said ten (10) day working period, that Employee's name shall be stricken from the recall list and the School District shall have no further obligation to rehire that Employee.

5. All accrued sick leave forfeited upon layoff will be restored upon reinstatement.

ARTICLE IV
HOURS OF WORK

Section 4.01 **Standard Workday**

A. 12 Month Administrative Assistant, Secretary to the Superintendent, Claim's Coordinator, and Pre-School For All Assistant:

The standard workday will consist of eight (8) consecutive hours a day. The District may begin an employee workday between 7:30 a.m. - 8:30 a.m. and end between 3:30 p.m. - 4:30 p.m. However, once the scheduled start time has been established for that school year the District shall not alter that work schedule until they have notified the Union of the proposed changes and the Union has had the opportunity to negotiate the impact. When locations that have more than one bargaining unit member and the District determine that multiple starting times are necessary, the District shall first seek volunteers, and if there is insufficient volunteers, then shall offer these scheduled starting times to employees based upon seniority. The workday will include two (2), fifteen (15) minute paid breaks and a 30-minute unpaid lunch. The employees may combine their breaks and lunch period with prior notice to and approval by their supervisor in his/her discretion. The standard workweek shall consist of thirty-seven and one-half (37.5) hours Monday through Friday. The hours for the School District Office may be changed or shortened by the Superintendent during non-attendance periods, including, but not limited to, changing the hours during the summer, winter and spring breaks. All staff must scan in and out for lunch. If the employee combines his/her breaks with lunch, he/she may scan out at the time the lunch begins and scan in after the break time sixty (60) minutes later.

B. 10 Month Secretary I and Office Clerk I:

The standard workday will consist of eight (8) consecutive hours a day. The District may begin an employee workday between 7:30 a.m. - 8:30 a.m. and end between 330 p.m. - 4:30 p.m. However, once the scheduled start time has been established for that school year the District shall not alter that work schedule until they have notified the Union of the proposed changes and the Union has had the opportunity to negotiate the impact. When locations that have more than one bargaining unit member and the District determines that multiple starting times are necessary, the District shall first seek volunteers, and, if there is insufficient volunteers, then shall offer these scheduled starting times to employees based upon seniority. The workday will include two (2), fifteen (15) minute paid breaks and a one-half (.5) hour unpaid lunch. The employees may combine their breaks and lunch period with prior notice to and approval by their supervisor in his/her discretion. The standard workweek shall consist of thirty-seven and one-half (37.5) hours Monday through Friday.

C. Library Clerk:

The standard workday will consist of seven (7) consecutive hours a day starting at 8:30 a.m. and ending at 3:30 p.m. for elementary school and starting at 8:00 a.m. and ending at 3:00 p.m. for middle school. The workday will include one (1), fifteen (15) minute paid break and a one-half (1/2) hour unpaid lunch. The standard workweek shall consist of thirty-two and one-half (32.5) hours Monday through Friday.

D. Instructional Assistant:

The work week will be a maximum of 29 hours and 10 minutes per week with flexible hours being assigned between 7:30 a.m. - 4:30 p.m., Monday through Friday. However, once the scheduled start time has been established for that school year, the District shall not alter that work schedule until they have notified the Union of the proposed changes and the Union has had the opportunity to negotiate the impact. The Instructional Assistants The employees may combine their breaks and lunch period with prior notice to and approval by their supervisor in his/her discretion. The District will provide the opportunity for the IA's of working up to an additional 20 days before and/or after the school term to make up for the reduction in their regularly scheduled hours from 32.5 to 29 hours 10 minutes per week. The workdays will include one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid lunch._

Section 4.02 **Lunch Period**

The parties agree that every reasonable effort should be made so that the lunch periods described in this Section shall occur between.11:30 a.m. and 1:30 p.m. as scheduled by the Superintendent or the Superintendent's designee. The parties further acknowledge and agree that the lunch periods will be arranged and staggered so that offices and programs can continue to operate throughout the day.

Section 4.03 **Start Dates**

The initial start date and location, if known, for ten (10) month employees shall be communicated to employees no later than the end of May of the previous school year, with the understanding that the location may be subject to change after such notification.

A. 10 Month Secretary's I and Office Clerk I:

Start their work year approximately two (2) weeks prior to the start of the students' school year and end their work year approximately two (2) weeks after the last attendance day for students. They work 205 days (excluding holidays and snow days).

B. Library Clerks:

Start their work year approximately one (1) week prior to the start of the students and end their work year approximately one (1) week after the last attendance day for students. They work 195 days (excluding holidays and snow days).

C. Instructional Assistants:

Start their work year on a staggered basis as enrollment warrants and end their work year the last attendance day of the students. The School District will endeavor to provide Instructional Assistants with letters to return to work at least two (2) weeks prior to the start date.

Section 4.04 **Extra Hours**

All work hours assigned to an Employee in excess of 37.5 hours during the standard work week shall be considered overtime. Any overtime must be pre-approved by the Superintendent or his or her designee.

A. Overtime Pay:

All assigned overtime shall constitute extra pay for the Employee. Overtime work shall be voluntary. The overtime rate shall be time and one-half (1.5) the regular rate for all hours worked during the standard work week in excess of 37.5 hours. Any work performed on Saturday shall be paid at time and one-half (1.5) the regular rate. All hours worked on Sundays or Holidays shall be paid at two (2) times the Employee's regular hourly rate.

1. Compensatory Time.

In lieu of overtime pay, the District may choose to offer compensatory release time at a rate of one and one half (1.5) hours for each hour worked beyond the standard work week and at a rate of two (2) hours for each hour worked on Sundays and Holidays. Employees cannot use allotted Compensatory Days the first or last day of the work year or before and/or after a holiday.

Section 4.05 Evening/Saturday Hours for Registration

Employees may be assigned to work registration in a flexible manner so as to accommodate the parents of the students as determined by the Administrator.

ARTICLE V
ABSENCES AND LEAVES

Section 5.01 Sick Leave Benefits

Employees hired after July 1 of any year will have their sick and personal leave prorated, rounded to the nearest day. An accounting of unused sick and personal days shall be provided to each member of the bargaining unit by September 30 of each year. Employees shall receive the following sick leave benefits:

A. 12 Month Administrative Assistants, Secretary to the Superintendent, Claim's Coordinator, and Pre-School For All Assistant:

Fifteen (15) days of sick leave the first year and year thereafter. Unused sick leave will accumulate to a maximum of 240 days.

B. 10 Month Secretary I and Office Clerk I:

Thirteen (13) days of sick leave the first year and each year thereafter. Unused sick leave will accumulate to a maximum of 240 days.

C. Library Clerks:

Twelve (12) days of sick leave the first year and each year thereafter. Unused sick leave will accumulate to a maximum of 240 days.

D. Instructional Assistants:

Ten (10) days of sick leave per year will be given to those who participate in IMRF. These days will accumulate to 240 days.

Employees may use sick leave in increments of no less than one hour.

The Board may require a physician's note as a basis for pay during leave after an absence of three (3) days of personal illness or as it may deem necessary in other cases.

The Board will continue current practices regarding the use of sick days for IMRF purposes.

Section 5.02 **Absentee Pay:**

Absentee pay shall be given for personal illness which makes the employee unit for regular duty. A physician's certificate reasonably acceptable to the School District will be required prior to returning to work after three (3) consecutive days of absence or as the District may deem necessary in special cases. Absence from work for three (3) or more consecutive days without notifying the District, except in extreme emergencies, will constitute a basis for dismissal.

A. One (1) day per year may be taken for absence due to a religious holiday. If used, the day will be deducted from sick leave.

B. One (1) day per year may be taken as an emergency day. If used the day will be deducted from sick leave. When an emergency day is requested the nature of the emergency must be disclosed and must also appear on the absentee pay statement.

C. Two (2) days per year may be taken to appear in court or answer a court summons. If used the days will be deducted from sick leave.

D. Three (3) bereavement days per incident without loss of sick days for death in the immediate family. Death in the immediate family means spouse, parents or legal guardian, parents-in-law, siblings, siblings-in-law, children or person that is under guardianship, grandparents, grandchildren. In the event the Employee has to travel more than 150 miles to attend a funeral or memorial service for a death in the immediate family, up to two (2) additional days will be granted at the request of the Employee. One (1) bereavement day shall be granted for death on an uncle or aunt. A copy of the obituary notice is to be submitted to Human Resources with the Absentee Pay Request.

Section 5.03 **Personal Days**

Employees may be absent for personal reasons such as moving or personal business without loss of pay. These allotted days are not part of Article VI, Section 5.02 (Absentee Pay) and are not cumulative. Employees will use their allotted personal days only when necessary. Requests must be made with at least 48 hours advance notice in writing in AESOP-Frontline and submitted to the Employee's immediate administrative supervisor or the Superintendent. No member of the bargaining unit shall be required to disclose the reason for taking personal leave, but by the request guarantees that the

personal day(s) will be used for a legitimate purpose. Unused allotted personal days shall be transferred to the Employee's sick leave bank at the end of each school year. Allotted personal days shall not be used the day before or the day after a holiday. Employees who do not work twelve (12) months cannot use allotted personal days the first and/or last day of their work year or before and/or after a holiday. Personal Days are allotted as follows:

Administrative Assistant:	Three (3) personal days per year.
Secretary to the Superintendent:	Three (3) personal days per year.
Claim's Coordinator	Three (3) personal days per year.
Pre-School For All Assistant	Three (3) personal days per year.
Secretary I and Office Clerk I:	Two (2) personal days per year.
Library Clerks:	Two (2) personal days per year.
Instructional Assistants:	Two (2) personal days per year.

Section 5.04 **Reporting Absences**

A. Employees must inform the District office of any absences by calling or entering information into AESOP by 7:00 a.m. Absence from work for three (3) or more consecutive days without notifying the District (except in an emergency) will constitute a basis for dismissal.

1. Employees scheduled to work 37.5 hours:

The A.M. shift will be as follows:	P.M. shift will be as follows:
7:30-11:30	11:31- 3:30
8:00-12:00	12:01-4:00
8:30-12:30	12:31-4:30

2. Employees scheduled to work 32.5 hours:

The A.M. shift will be as follows:	P.M. shift will be as follows:
7:30-11:00	11:01-2:30
8:00-11:30	11:31-3:00

3. Employees scheduled to work 29 hours and ten minutes:

Employees absent for half-day shall arrive 3 hours and ten minutes before the scheduled end of the workday.

Employees absent for half-day pm shall leave 3 hours and ten minutes before the scheduled end of the workday.

The Pre-K - Grade 5 shifts will be:	The Middle School shifts will be:
8:50-12:00 (am)	8:15-11:25
12:01-3:10(pm)	11:26-2:35

B. Time Keeping

It is the responsibility of every employee to insure they are at work and prepared to begin their workday at the prescribed time.

Employees who scan in after the prescribed start time and are late more than five (5) minutes will be docked in fifteen-minute increments or scan out before the prescribed end time and will also be "docked" if they scan out prior to the end of their work shift. Employees will not be allowed to use accrued vacation, sick, or personal time to offset time docked from their check.

Consistent violation of this section of the collective bargaining agreement (or Board of Education Policy) could result in disciplinary action up to and including dismissal.

Section 5.05 Attendance Incentive

A. 12 month employees having perfect attendance for the calendar quarter will receive $100.00 per quarter.

B. All other members having perfect attendance for the academic quarter will receive $100.00 for each such quarter.

C. Perfect attendance will include vacation days, but not sick leave, or workers' compensation leave.

Incentive checks will be issued quarterly.

Section 5.06 Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), as amended from time to time, the School District will grant all Employees unpaid family and medical leave absence. An Employee is required to use all accumulated sick leave and vacation leave during any approved FMLA leave.

Section 5.07 Jury Duty

Any Employee called for jury duty may be granted special leave to fulfill such duty at full pay. The

employee must submit the court summons and check receipt to the Human Resource Department one (1) day after jury duty completion. Failure to produce such documentation will result in loss of pay for each day out. The Board shall not require an Employee to surrender his/her jury compensation while remaining on full salary with the District. It is understood that accumulated sick leave shall not be affected by the Employee's jury duty. No out-of-pocket expenses will be reimbursed.

Section 5.08 **Outside Employment**

An Employee covered by this Agreement who engages in gainful employment with someone other than the School District while on any leave of absence without prior written permission from the District, except for employees on special assignments in the interest of the School District, shall be deemed to have resigned from the School District.

Section 5.09 **Injury on the Job**

Employees shall be compensated for work absence arising from an injury incurred while in the course of employment according to the Illinois Industrial Commission Handbook on Workers' Compensation Act 820 ILCS 305/1 et seq. Employees shall receive full pay at their regular salary when absent from work due to an injury incurred while in the course of employment, without deduction from accumulated sick leave, for the first three (3) working days of each absence. During this three (3) working day period, any indemnity payments made to the injured employee under any Worker's Compensation coverage shall be endorsed by him/her to the School District.

During the time an employee is authorized to be absent from work as a result of a Worker's Compensation claim, all fringe benefits are in full force, including earned vacation and insurance.

Section 5.10 **Reinstatement Following a Leave of Absence**

When an employee is off the payroll on leave of absence due to ill health, his/her job assignment shall be protected for one (1) year from the time the leave of absence commences. Employees are responsible for notifying the School District of their need for medical leave, including the anticipated date of return to work. The School District may require the employee to submit a statement from her/his physician substantiating the need for medical leave,

Section 5.11 **District/School Building Closure**

In the event the District closes all school buildings, ten (10) month employees will not be paid for these days, but will be required to make up the missed days. Twelve (12) month employees will report to work and be paid for a normal day of work. If the twelve (12) month employees are working in a school building, he/she will report to the District Office.

In an extreme emergency situation when all District buildings are closed, no employee will be required to report to work. Twelve (12) month employees will be paid for a normal day of work, without loss of benefits and ten (10) month employees will be required to make up the missed day(s).

Section 5.12 **School Visitation Leave**

Pursuant to the *School Visitation Rights Act,* eligible employees are entitled to leave up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any

given day, to attend conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours. Employees must first use all accrued vacation, personal days, compensatory leave and any other leave that may be granted to them except sick and disability leave.

In addition, employees shall comply with the notice request and consultation provisions of the Act which are as follows:

Before arranging attendance at the conference or activity, the employee shall provide the employer with a written request for leave at least seven (7) days in advance of the time the employee is required to utilize the visitation right. In emergency situations, no more than 24 hours' notice shall be required. The employee must consult with the employer to schedule the leave so as not to disrupt unduly the operations of the employer

ARTICLE VI
LONGEVITY

Employees hired from July 1st to December 31st will be given a full year's service credit for the year. If hired after January 1st, the six months credit will be lost. Longevity stipends shall be paid to eligible employees of the bargaining unit in the following increments:

Full time (10 and 12 month) Administrative Assistants, Secretary to the Superintendent, Claim's Coordinator, Pre-School For All Assistant, Secretary's I, Office Clerks I, Library Clerks, and Instructional Assistants.

12th to 14th year of service	$750.00 above salary schedule
15th year of service and thereafter	$1,250.00 above salary schedule

ARTICLE VII
INSURANCE

Employees regularly scheduled to work more than 30 hours a week shall have the same insurance coverage and benefits and make the same contributions as those provided under the collective bargaining agreement covering tenured certified staff. Employees on leave with no accumulated sick days may continue coverage at their own expense.

On December 15, 2026, December 15, 2027, and December 15, 2028, Instructional Assistants then employed by the District will receive a $1,000 lump sum payment (not added to base) paid in a separate check to be used toward the purchase of health insurance.

*In the first year of the agreement, $750 was paid on December 15, 2025. The remaining balance of $250 will be paid on June 15, 2026.

ARTICLE VIII
VACATION

Section 8.01 **Days Earned**

Twelve (12) month employees shall be granted an annual vacation with pay as follows:

COMPLETED	LESS THAN	# OF DAYS

6 months	1 year	5 days
1 year	5 years	10 days
5 years	10 years	15 days
10 years	15 years	20 days
15 years or more		25 days

Section 8.02 **Vacation Procedure**

Vacations maybe granted to all twelve (12) month Employees at any time of the year with approval of the Superintendent or designee.

1. No less than one (1) week advance notice must be submitted to the Employee's direct supervisor. In the event a request for Holiday vacation is not granted, then revert to number 2.

2. Holiday vacation schedules shall be arranged so that all Employees rotate on an every other year basis.

   a. A roster of employees assigned to work around a holiday shall be posted at least two weeks in advance of the holiday with a copy to the Union.

   b. If there are conflicts, the Employee with the most seniority will be given first choice unless they are in violation of Section 8.02, Items 1 and 2.

   c. If the person with the highest seniority has already had their holiday vacation benefit in the past they will not get holiday vacation until everybody has had an opportunity on the rotation.

Section 8.03 **Vacation Accrual and Pay-out**

1. Full-time Employees employed from July 1st through June 30th will receive one year of service credit.

2. A full-time Employee hired on or after July 2nd but before December 31st will be given service credit provided they are employed through the following June 30th.

3. A full-time Employee hired after January 1st and before June 30th will not be given credit for vacation and the Employee's employment date for vacation credit will be July 1st of the year.

4. Payment for all accrued vacation dates will be paid to the Employee's designated beneficiary upon the death of the Employee.

ARTICLE IX
HOLIDAYS WITH PAY

Section 9.01 **12 Month Holiday Pay**

The official District 89 calendar will dictate the dates of the observances of the following designated holidays.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Casmir Pulaski Day
5. Friday preceding the first Monday of Spring Week
6. First Monday of Spring Holiday Week
7. Memorial Day
8. Juneteenth
9. July 4th
10. Labor Day
11. Columbus Day
12. Election Day when Schools are closed
13. Veterans' Day
14. Thanksgiving Day
15. Friday after Thanksgiving
16. Christmas Eve
17. Christmas Day
18. New Year's Eve

All holidays listed above will be guaranteed to eligible Employees. In the event that any of the holidays fall on a Saturday or Sunday or in the event the holiday is not observed, the School District may designate another day in lieu thereof.

Section 9.02 **10 Month Holiday Pay**

The official District 89 calendar will dictate the dates of the observances of the following designated holidays.

1. Martin Luther King Day
2. President's Day
3. Casmir Pulaski Day
4. Friday preceding first Monday of Spring Week
5. First Monday of Spring Holiday Week
6. Memorial Day
7. Juneteenth
8. Labor Day
9. Columbus Day
10. Election Day when School are closed
11. Veterans' Day
12. Thanksgiving Day
13. Friday after Thanksgiving

All holidays listed above will be guaranteed to eligible Employees. In the event that any of the holidays fall on a Saturday or Sunday or in the event the holiday is not observed, the School District may designate another day in lieu thereof.

ARTICLE X
PERSONNEL FILE

Section 10.01 **Personnel File**

The School District shall maintain only one (1) official personnel file for each employee, and one

(1) medical File and such files shall be the property of the School District.

Section 10.02 **Right of Access**

The District agrees that the employees shall have the right of reasonable access to their personnel files upon forty-eight (48) hours written advance notice to the School District.

Section 10.03 **Placement of Material in File**

Any material evaluative in nature, whether laudatory or critical, as well as any disciplinary material placed in an Employee's file shall be signed and dated. A copy shall be given to the Employee within five (5) working days.

Section 10.04 **Right of Copy**

Each employee shall have the right to copy any or all file material exclusive of excepted materials under the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 *et seq.* as provided in Section 10.2 of this article. Employees requesting more than one (1) copy of any document in their personnel file during each school year shall pay copying charges to the School District equivalent to charges set pursuant to the Freedom of Information Act, ILCS 5/140.1 *et seq.*

Section 10.05 **Right to Attachment**

Each employee shall have the right to have dissenting or explanatory material attached to any document on file, and such material shall become an official part of the employee's personnel file.

ARTICLE XI
UNION RIGHTS

Section 11.01 **Meetings**

The Union will be allotted one hour for meeting (not more than once per month) on those days when students are not in attendance or on an early dismissal day provided the meeting is conducted after the students have been dismissed. The Superintendent shall be notified prior to any Union meeting.

Section 11.02 **Labor Management Meetings**

Labor-Management Meetings will be held at mutually agreeable times but no more often than quarterly. Additional meetings to discuss special circumstances may be held if mutually agreed upon by both parties. Each party shall be limited to five (5) people attending the meeting unless mutually agreed upon by both parties.

Section 11.03 **School Mail and Bulletin Board**

The Union shall have the right to communicate with its members by means of Employee mailboxes, intra-school mail and a designated Union bulletin board to be located in the mailroom

area accessible to all Employees. The Union agrees that the use of the mailboxes, intra-school mail and bulletin board must be clearly related to a legitimate Union proposal.

The Union will be permitted to use the District email once per month to send its members unit mass notification of Union meetings upon review and approval by the Superintendent or his/her designee.

Section 11.04 Building Use

The Union shall have the right to use School District facilities for meetings for the purpose of conducting Union business provided:

A. a request is made to the Assistant Superintendent of Human Resources and his/her designee at least two (2) calendar days in advance of the meeting.

B. such meeting space is available;

C. such meeting neither interferes with the educational programs of the School District nor conflicts with School District events; and

D. the Union promptly reimburses the School District for any damage or other reasonable expenses incurred by the District as a result of the meeting.

Section 11.05 Right to Organize

Employees shall have the right to organize, join and assist the Union and to participate in collective negotiations with the School District. The School District shall not discriminate against any Employee with respect to hours, wages, and other terms and conditions if employment by reason of membership in the Union, participation in negotiations with the School District, or the institution of any grievance, complaint, or proceeding under this Agreement.

Section 11.06 Stewards

Up to four (4) stewards shall be selected by the Union and recognized by the Board. The Union shall furnish each year to the Superintendent a current list of the stewards. Union Stewards will be permitted, after reporting to their immediate supervisor, a reasonable time during working hours to stand in attendance during the questioning of an Employee in connection with the presenting of a grievance.

Section 11.07 Copy of Agreement

Within two weeks after the ratification of this Agreement by both parties, the School District shall put the contract online.

Section 11.08 Bargaining Unit List of Employees' Information

By the 20th calendar day of each school term, the Union shall receive a list of all current employees, which shall include each employee's name, title, pay, building location, and school district e-mail. The same information will be provided to the Union for all newly hired employees.

ARTICLE XII
GRIEVANCES

Section 12.01 **Violation Steps**

Should alleged violations of the contract arise between the Employees and the Board, an earnest effort shall be made to settle all such matters immediately by free and open discussions prior to Step 1.

A meeting will be held between the Employees, a steward/union representative and the building Principal, Employee's immediate supervisor, and/or the Assistant Superintendent of Human Resources in an attempt to settle the matter within five (5) working days of the event or occurrence giving rise to the grievance.

Step 1. If a satisfactory settlement is not reached, the steward/union representative shall present the grievance in writing to the building Principal, Employee's immediate administrative supervisor, and/or the Assistant Superintendent of Human Resources within ten (10) working days from the occurrence or event giving rise to the grievance.

Step 2. If a satisfactory settlement is not reached within ten (10) working days thereafter, the Employee and the steward/union representative shall have ten (10) working days in which to present the matter in writing to the Assistant Superintendent of Human Resources or his/her designee stating the specific article and section of the alleged violation.

Step 3. If a satisfactory settlement is not reached within ten (10) working days thereafter, the Employee and/or the steward/union representative shall have an additional ten (10) working days in which to present the matter in writing to the Superintendent or his/her designee stating the specific article or section of the alleged violation.

Step 4. If the grievance is not resolved satisfactorily and the Union desires farther appeal, the Union shall notify the Board in writing within ten (10) calendar days thereafter of their intent to move the grievance forward to impartial binding arbitration. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the ten (10) calendar days, the parties shall request an arbitrator from the Federal Mediation and Conciliation Service. The arbitrator's authority shall be specifically limited to an interpretation of a specific provision, of the Agreement as applied to the facts of the written grievance involved. The arbitrator shall have no power to alter, amend, modify, add to or subtract from the provisions of this Agreement. Each of the parties hereto will share equally the fees and expenses of the arbitrator. All other fees, expenses and costs shall be borne by the party incurring such.

Section 12.02 **Failure to Timely Appeal**

Unless by mutual agreement as to the time restrictions set forth herein any grievance not appealed to the next step of the above procedure within the time limits set forth, the grievance shall be deemed to have been withdrawn by all parties involved.

Section 12.03 **Union Representation**

An Employee may request to be represented at any appeal hearing by the Union at the time the appeal is made.

Section 12.04 **Working Days Defined**

In cases above, reference to "working days" shall mean those days in which the School District offices are open for normal business.

Section 12.05 **Unjustified Result**

If the result of any hearing on demotion with loss of pay, suspension and/or discharge is found to be without just cause, the Employee shall be reinstated without loss of seniority and reimbursed for any loss of pay he/she may have suffered by the unjustified charge and his/her personnel records shall be corrected and cleared of such charges. If the Employee suffered any loss of pay the amount of back wages due shall be limited to the amount of normal wages he/she would have earned.

ARTICLE XIII
DISCIPLINE AND EVALUATION

Section 13.01 **Types of Discipline**

At all times, supervisors and Employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require just dispensation of discipline. The District may suspend an Employee with pay pending the results of a disciplinary investigation. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. The types of discipline agreed to by the parties are as follows:

A. **Oral Warning**

The oral warning shall be delivered to the Employee by the supervisor. The supervisor will draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employees understanding that the signed copy shall be retained by the supervisor and put in the Employee's personnel file on a district form. Such memoranda may be used as evidence in future disciplinary actions with regard to the Employee.

B. **Written Warning and Conference**

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet with the Assistant Superintendent of Human Resources to discuss the problem. The Union shall be notified and shall have a right to be present at the meeting. At the meeting, acceptable performance shall be discussed. A written memorandum shall be prepared and given to the Employee with copies to the supervisor and to the Assistant Superintendent of Human Resources. All persons present shall sign said memorandum.

If an Employee is required to sign a written reprimand, suspension letter of notice, the Employee's signature shall mean only that the Employee had received a copy of the letter or notice; it does not mean the Employee agrees with the contents. Written notice of this disclaimer shall be on all disciplinary documents.

C. **Suspension**

If the unsatisfactory performance or behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the supervisor and the Assistant Superintendent of Human Resources wherein the reasons for suspension shall be discussed. The Union shall be notified and shall have a right to be present at the meeting.

D. **Discharge**

If the unsatisfactory performance or behavior has not been corrected after the suspension of the Employee, the Employee may be discharged from employment with the School District. The Employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Superintendent prior to a decision regarding the anticipated discharge. The Union shall be notified and shall have a right to be present for the meeting with the superintendent.

E. **Exceptions to Progressive Steps**

Nothing herein shall limit the right of the School District to effect an emergency suspension of an employee where the conduct of the Employee is flagrant, grossly insubordinate, or otherwise non-remediable. Conduct of the Employee that is flagrant, grossly insubordinate or otherwise non-remediable may result in the suspension of progressive discipline and the imposition of a more serious penalty.

Section 13.02 **Notification and Measure of Discipline**

Once the Superintendent has determined the measure of discipline, for that offense only, it shall not be increased for that offense. All levels of disciplinary action against an Employee shall be done so in writing with full reasons stated therein. A copy of such disciplinary action shall be served upon the Employee and the Union.

Section 13.03 **Removal of Discipline**

Any discipline action other than dismissal shall be removed from an Employee's file as follows:

F. After two (2) years for an oral and written and

G. After three (3) years for suspension, if the Employee has received no additional discipline.

Discussions relating to any disciplinary action may not be used by the School District as part of the Employee's past record when assessing subsequent discipline and/or promotion if more than two (2) such years elapsed from the date of the disciplinary action taken.

ARTICLE XIV
TERMINATION OF EMPLOYMENT

Section 14.01 **Cause**

Employees may be terminated for just cause upon the written recommendation of the supervisor to the Superintendent Reasons for termination will be given to the Board and the employee in writing.

Section 14.02 **Involuntary Termination**

In case of involuntary termination by the authority of the Board, at least two weeks' notice shall be given, except if in the opinion of the School District the continued presence of the Employee is not in the best interest of the School District, then the Employee may be terminated immediately.

Section 14.03 **Non-probationary Discharge**

All cases of discharge of a non-probationary Employee shall be subject to the grievance procedure.

Section 14.04 **Voluntary Termination**

Any Employee who elects to terminate his/her employment shall notify their immediate administrative supervisor and the Assistant Superintendent of Human Resources in writing at least two (2) weeks prior to the expected date of termination.

Section 14.05 **Retirement & Severance**

The Board will pay the following severance allotment for each full year of service provided the employee retires after 8 years of full-time service with District 89 for Tier 1 and 10 years of full-time service with District 89 for Tier 2 and under the Illinois Municipal Retirement Fund. This severance allotment will be paid two months after the retirement date. Such notice shall not be revoked.

Administrative Assistant:	$210.00 for each full year of service $75.00 for each unused accrued sick day that is not used for IMRF retirement benefits
Secretary to the Superintendent:	$210.00 for each full year of service $75.00 for

	each unused accrued sick day that is not used for IMRF retirement benefits
Claim's Coordinator:	$210.00 for each full year of service $75.00 for each unused accrued sick day that is not used for IMRF retirement benefits
Pre-School For All Assistant:	$210.00 for each full year of service $75.00 for each unused accrued sick day that is not used for IMRF retirement benefits

Secretary I and Office Clerk I:	$200.00 for each full year of service $75.00 for each unused accrued sick day that is not used for IMRF retirement benefits
Library Clerks:	$200.00 for each full year of service $75.00 for each unused accrued sick day that is not used for IMRF retirement benefits
Instructional Assistants:	$160.00 for each full year of service through the District, in the Illinois Municipal Retirement Fund $75.00 for each unused accrued sick day that is not used for IMRF retirement benefits

ARTICLE XV
EVALUATIONS

Section 15.01 **Evaluations**

The Board and Union agree that a successful evaluation process is based on the principles of mutual respect, shared accountability, and continuous improvement. The Board and Union also agree that these principles will be advanced best by evaluations that are conducted in a manner that fosters open and candid communication, recognition of all factors that affect performance, and a mutual commitment to assist all employees to meet/exceed performance expectations.

A. The attached Evaluation Instruments for full time (10 and 12 month) Administrative Assistants, Secretary I, Office Clerk I, Library Clerks, and Instructional Assistants have been agreed upon for use by the Board and the Union (Exhibit "A").

B. During the first three years of employment, each employee will receive one (1) evaluation on/or before May 15th of each year.

C. Starting the fourth (4th) year of employment full time (10 and 12 month) Administrative Assistants, Secretaries I, Office Clerks I, Library Clerks, and Instructional Assistants shall be evaluated every other year. All evaluations must be completed by May 15th of each applicable year.

D. When an Employee signs the Evaluation Instrument the Employee's signature shall mean only that the Employee has received a copy of the evaluation; it does not mean the Employee agrees with its contents.

E. Completed Evaluation Instruments shall be distributed as follows:

1. Original with explanation to the Employee; and

2. Copy to Human Resources to be placed in the Employees' File.

F. Any changes to the Evaluation Instruments must be mutually agreed upon by the Board and the Union.

Section 15.06 **Performance Improvement Plan**

The purpose of this plan is to provide a clear concise tool for improving Employee performance.

A. An Employee receiving two (2) or more ratings of unsatisfactory in any area of the Evaluation Instrument shall be placed on a "Performance Improvement Plan" (Exhibit

1. The Union shall be informed and be with the Employee when this plan is being outlined if requested by the Employee.

2. A Performance Improvement Plan must be reviewed on the 30th working day and on the completion of the plan on the 60th working day.

a. The Performance Plan must be updated on each review date.

b. If the employee's performance is Satisfactory the date should be noted on the Performance Plan.

c. If after 60 days the performance deficiency has not been corrected, the evaluator shall follow Article XIV, Section 14.01 Item C of this contract.

B. An Employee placed on a Performance Improvement Plan is ineligible for any other job consideration within the District until the rating of unsatisfactory is removed.

C. Completed Performance Plans and all Reviews shall be distributed as follows:

1. Original with explanation to the Employee; and

2. Copy to Human Resources to be placed in the Employees' File.

D. Any changed to the Performance Improvement Plan must be mutually agreed upon by the Board and the Union.

ARTICLE XVI
GENERAL INFORMATION

A. An Employee shall have access to records concerning payment of his/her salary and deductions.

B. The School District agrees to maintain safe, sanitary, and healthful working conditions in all facilities as are necessary to protect and preserve the welfare of the employee during working hours. Adequate first aid protection shall also be made available to all Employees during working hours.

C. Recommendations to alleviate any unsafe working conditions shall be submitted in writing to the Employee's immediate administrative supervisor. Conditions shall be investigated and recommendations shall be submitted, in writing, by the

administrative supervisor to the Superintendent and/or his/her designee. All reasonable efforts shall be made to improve any unfavorable conditions.

D. No Employee will be interfered with, restrained, coerced, or harassed verbally or in writing by the School District, the Board, Superintendent, its administrators or other staff, certified and non-certified, because of membership in or lawful activity on behalf of the Union.

E. Employees shall be subject to a School District drug testing policy only if such policy applies to all District employees, including certified staff and administrators.

F. Employees not certified to instruct/teach students shall not be required or asked to do so, except that Instructional Assistants can be utilized to instruct students per their certificate issued by the Illinois State Board of Education.

ARTICLE XVII
SALARY SCHEDULES

Section 17.01 **Salary Step System**

The District currently has a salary Step System (Appendix C), in which employees receive an additional salary increase at 0-3 years, 4-6 years, 7-9 years, 10-12 years and 13-15 years of service. These increases are in addition to the across-the-board pay.

Section 17.02 **Pay Scale**

All employees hired prior to July 1, 2017, shall remain on the Salary Step System and will continue to advance through the salary steps on the pay scale. All employees hired on or after July 1, 2017, shall not be placed on the Salary Step System, but shall be paid at the starting rate indicated below and will only receive all negotiated annual pay increases.

Classification	Starting Rate 7/1/2025	Starting Rate 7/1/2026	Starting Rate 7/1/2027	Starting Rate 7/1/2028
Instructional Assistants	$21.59	$22.45	$23.12	$23.81
Library Clerks	$29,294	$30,465	$31,379	$32,320
Office Clerk I	$35,441	$36,859	$37,965	$39,104
Secretary I	$42,195	$43,883	$45,199	$46,555
Admin Asst.	$70,739	$73,568	$75,775	$78,048
Secretary to the Superintendent	$60,000	$62,400	$64,272	$66,200
Claim's Coordinator	$63,000	$65,520	$67,485	$69,510
Pre-School For All Assistant	$55,000	$57,200	$58,916	$60,683

The parties stipulate and agree that the job classification, hire dates and seniority set forth in Exhibit "C" (Seniority List) for all Employees is accurate and correct.

Section 17.03 **Salary Increases**

The increases in salaries shall during the term of this Agreement shall be as follows:

2025-2026	=	4%
2026-2027	=	4%
2027-2028	=	3%
2028- 2029	=	3%

Section 17.04 **Deferred Payment**

At the option of the employee, he/she can select to have pay through a twenty-four (24) pay period system. The employee's hourly rate will be annualized and divided over the twenty-four (24) pay periods.

Section 17.05 **Signing Bonus**

On June 15, 2026, all bargaining unit members then employed by the district will receive a one-time lump sum signing bonus (not added to base) in the amount of $500 in a separate check.

ARTICLE XVIII
IN SERVICE PROGRAMS, PROFESSIONAL GROWTH WORKSHOPS, AND TRAINING

Section 18.01 **Training**

The District will provide the appropriate training (examples: proper lifting techniques, restraint training, de-escalation techniques, etc.) to Instructional Assistants, and to-other employees if deemed necessary by the District Administration. Employees under this bargaining unit are encouraged to enhance and improve their specific job skills through District in service programs, college credit classes and workshops. Each employee will be allowed a maximum of $1,500.00 a year for reimbursement pre-approved by the Superintendent or the Superintendent's designee. The tuition reimbursement year will be September 1 through August 31st. No money will be rolled over from year to year.

A. The District may schedule or employees may request service programs. Requests should be made in writing to the Assistant Superintendent of Human Resources. If programs are scheduled on weekends or evenings, employee will be paid at the rate of $20.00 per hour and amount will be deducted from reimbursement amount.

B. Educational incentive for all members who receive the following degrees shall be compensated as follows:

AA $500.00 per year

BA - $750.00 per year

MA - $1,000.00 per year

*The degree must be related to the Education Field that benefits the District.

C. College courses cannot be taken during work hours. In order to qualify for reimbursement of college credit classes the employee must:

I. Submit to the Assistant Superintendent of Human Resources a "College Course Pre-Approval Form" for approval.

2. Receive approval to take the course.

3. Pay for the course.

4. Complete the course with a passing grade.

5. Submit a receipt of payment and official transcripts to the Assistant Superintendent of Human Resources Office for reimbursement.

D. The District may schedule an employee to attend a workshop or the employee may request, through their immediate supervisor with approval from the superintendent, to attend a workshop. The superintendent and/or his/her designee may limit the number of employees attending workshops on the same day. The approved workshop will be deemed as a professional meeting. Cost of workshop will be deducted from reimbursement amount.

Section 18.02 Teacher Institute Days and School Improvement Plan Days (SIP)

At the sole discretion of the District Administration, employees may attend professional development opportunities that may be offered on a District Institute Day and/or during a School Improvement Day (SIP). The District will treat the professional development participation as a regular workday. The employee will be paid at their regular rate of pay with all benefits.

Prior to the beginning of each new school year, the District will meet with the Union at a Labor Management meeting to discuss potential programs/trainings that may be offered to the employees. The District will provide advanced notification to the Union and the employees on each new school year's calendar of such District Institute Day/SIP day.

Section 18.03 Individual Education Plans

At the beginning of each school year a licensed member of the IEP Team shall hold a meeting during the first week of the new school year informing Instructional Assistants about the students they are assigned and the students Individual Education Plans (IEP's). All Instructional Assistants who attend this meeting shall do so during their normal working hours and shall not be required to attend before or after scheduled hours of work, or while on their break/lunch periods. If during the school year the Instructional Assistant is assigned a different student, the IEP's will be explained to the Aide within one week of receiving the new student.

ARTICLEX IX
MISCELLANEOUS

Section 19.01 **E-mail**

All members of the bargaining unit shall be given an e-mail address. District shall provide access to a computer in each building to check their District e-mail on a daily basis. The use of its e-mail system is only for legitimate school business reasons. All personal and non-school, non-work related messages are prohibited on its e-mail system, except as provided in Article 11 Section 11.03.

In the event an employee has difficulty in accessing District e-mail due to computer availability and/or not possessing the skill set needed to do so, he/she must inform the school supervisor/administrator. Computer access and/or appropriate training will be provided.

Section 19.02 **Mileage**

Employee using their personal car for official school business shall be reimbursed at the current allowable IRS rate provided when assigned by and with the prior approval of the School District. Reimbursement forms will be provided to the Union by the Business Office.

Section 19.03 **Rights/Duties/Powers.**

This Agreement shall not conflict with, contravene, abrogate, diminish nor affect in any way the powers, authority, duties and responsibilities vested in the Board by law.

Section 19.04 **Amendments to Agreement**

The Board and Union agree that this Agreement shall not be constructed as prohibiting the parties from making such other temporary arrangements for the convenience of the Board, its administration, or the Union, as may be mutually agreed upon, during the term of this Agreement. Such temporary arrangements shall not be construed as establishing precedent or serving as a basis for future contractual agreements. It is further understood that no changes to this collective bargaining agreement will be made without the express written approval of both the Board of Education and the Union.

Section 19.05 **Savings Provision**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be lawful, unenforceable, or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 19.06 **Complete Agreement**

This Agreement constitutes the entire agreement between the parties' concerning wages and terms and conditions of employment for its term.

Section 19.07 **No Strike/No Lockout Commitment**

During the term of this Agreement, the Union shall not authorize, and the employees shall not engage in, any strike, job action, work stoppage, work slowdown or similar activities, and the district shall not lock out bargaining unit employees.

Section 19.08 **Mandatory Meetings**

Employees who are required to attend meetings called by the Administration, which occur outside of regular working hours, shall be paid for such time at their rate of pay, rounded to the nearest hour.

Section 19.07 **Translation Services Committee**

Within ninety (90) days of the ratification of this agreement, the parties will convene a committee to discuss District policy on translation services and its impact on bargaining unit members, including whether additional compensation is appropriate and, if so, the amount of that compensation.

ARTICLE XX
TERM OF AGREEMENT

This Agreement shall be effective July 1, 2025, and shall remain in full force and effect to and through June 30, 2029. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

This Agreement was ratified by the Union on March 3, 2026, and adopted, ratified and implemented by the Board of Education on March 12, 2026, effective July 1, 2025.

SEIU LOCAL73

By: Joseph Beckett
SECRETARY-TREASURER
Officer

BOARD OF EDUCATION OF SCHOOL DISTRICT 89

By: S. Williams
Board President