

AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION,
KENILWORTH SCHOOL DISTRICT**

38

Cook County, Illinois

AND THE

**KENILWORTH 38 PSRP COUNCIL
LOCAL 1274, IFT-AFT/AFL-CIO**

2021-2025



A Union of Professionals

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Article 1 Recognition

1.1 Recognition of the Union

The Board recognizes the Kenilworth 38 PSRP Council, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as "the Union", as the sole and exclusive bargaining representative for all regularly employed full and part-time support staff including Instructional Assistants, Greeter/Administrative Assistant to the Assistant Principal, Administrative Assistant to the Principal, Executive Assistant to the Director of Student Services, Building Maintenance, and Communication Coordinator at The Joseph Sears School and excluding the Bookkeeper, Data Specialist, Director of Buildings and Grounds, IT System and Network Manager, and all other supervisory, managerial, confidential, temporary, and short-term employees under Section 2 of the Illinois Educational Labor Relations Act.

1.2 Union's Exclusive Bargaining Rights

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

1.3 Definitions

The terms "employee" and "bargaining unit member" as used in this Agreement shall refer to all employees included in the bargaining unit defined in Section 1.1 of this Article. The term "paraprofessional" as used in this agreement shall refer to all instructional assistants included in the bargaining unit defined in Section 1.1. of this Article.

1.4 Management Rights

It is understood and agreed that all functions, rights, powers, or authority of the Board of Education which are not specifically limited by the express language of this Agreement or by the Illinois Educational Labor Relations Act are retained by the Board including but not limited to: the right to control, supervise, evaluate, discipline, and manage the District and its employees; to determine and administer education policy; and to operate the District and direct its employees.

Article 2 Employee and Union Rights

2.1 Notice to Union

The Superintendent or designee shall notify the Union President and Treasurer via email of any newly hired employee's name, job title, work email address and phone number, home/personal cell phone number(s) and personal email address (if known), date of hire, hours and pay rate within ten (10) days of the employee's first day of work. The Superintendent or designee shall also inform the Union President via email of employee reassignments, transfers, and resignations within ten (10) days of the occurrence.

2.2 Dues Deduction

In accordance with applicable law, the Board will deduct from the pay of each employee, members of the bargaining unit, the required amount of Union dues provided there is in the possession of the Board a written authorization for dues deduction by the employee. The Union is responsible for providing the Board with a copy of each employee's written authorization. If changes are made to the written authorization for dues deduction form and a new written authorization is executed by an employee, the Union is responsible for providing the Board with a copy of the new written authorization for the employee. The dues payments and the list of members from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union treasurer no later than ten (10) days after such deductions were made.

The Board intends to comply with the terms for dues deduction and revocation of same, to the extent permissible by law. Each employee's written authorization shall continue in effect from year to year unless revoked as set forth in the written authorization signed by the employee or until termination of employment, whichever occurs first. Dues revocations are processed by the Union. In the event that an employee revokes their authorization for dues deduction, the Union shall notify the Superintendent in writing within ten (10) days of its notice of the employee's revocation and provide the date upon which dues deduction should cease.

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

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

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

2.3 COPE Deduction

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

2.4 Use of Bulletin Boards

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

2.5 Use of Buildings

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

2.6 Notice of Board Meetings and Board Agenda

Notices of regular or special Board meetings shall be made available to the Union President or designee, as shall approved open session minutes of all Board of Education meetings. Said notice shall be deemed sufficient if accessible via the District's website.

2.7 Distribution of Material

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

2.8 Labor Management Meetings

In an effort to keep open lines of communication and maintain a productive and problem-solving culture, there shall be at minimum quarterly meetings between the Superintendent and the Union President or designee to discuss those issues and concerns relative to the bargaining unit and the application of the terms of this Agreement. Meetings may be held more frequently as mutually agreed. At the Superintendent's discretion, meeting attendees may include other administrators.

2.9 Union Release Time

The Union shall be entitled to an annual (fiscal year) total of three (3) workdays of Union leave, without loss of pay or other leave days, for the purpose of conducting Union business, provided no more than two (2) employees shall be absent for such purpose on the same date. The Union President shall notify the Superintendent, or designee in writing at least three (3) workdays prior to the use of any Union leave. Unused Union leave does not accumulate from year to year. Union leave may be taken in one-half (1/2) or full day increments.

Article 3 Working Conditions

3.1 Employee Classifications and Seniority

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

1. Instructional Assistant
2. Administrative Assistant
3. Executive Assistant
4. Building Maintenance
5. Communications Coordinator

Employees shall have seniority starting with their first day of work. Part-time employees shall accrue seniority on a prorated basis.

For purposes of lay-off, dismissal shall be by classification with the employee having the least seniority dismissed first. Employees do not have the right to bump employees in other classifications in connection with a lay-off decision. However, employees may be recalled to a classification other than the one from which they were laid off, provided they are qualified for the position.

Any newly created bargaining unit positions shall be discussed and negotiated with the Union prior to the posting of the open position.

3.2 Probationary Period

All employees hired on or after July 1, 2021, shall have a six (6) month probationary period. This probationary period is designed to provide new employees time to orient to the position and responsibilities, and the District time to determine whether the employee demonstrates the skills and abilities to perform his/her assigned duties in accordance with the District's expectations. At the discretion of the Superintendent and upon collaboration with the supervisor, the probationary period may be extended an additional six (6) months. A probationary employee may be dismissed by the Superintendent at any time during the probationary period. The dismissal of a probationary employee is not subject to the parties' grievance procedure.

3.3 Calendar and Hours

3.3.1 Calendar

Employees are scheduled to work either for the full calendar year ("twelve-month employees") or for the school year ("ten-month employees"). Work days for ten-month employees follow the teacher school year calendar.

3.3.2 Hours by Classification

The hours shown below will be full-time hours for the various classifications of employees:

Position	Paid Hours	Paid Break Time	Unpaid Lunch Time	Work Days Per Year	Total Yearly Hours Paid	Total Yearly Paid and Unpaid
Administrative Assistant	7.5	0.5	0.5	260	1,950	2,080
Building Maintenance	7.5	0.5	0.5	260	1,950	2,080
Communications Coordinator	7.5	0.5	0.5	260	1,950	2,080
Executive Assistant	7.5	0.5	0.5	260	1,950	2,080
Instructional Assistant	7.083	0.5	0.5	Normally, 183	Normally, 1,296.24	Normally, 1,387.74

Starting and ending times may be adjusted by thirty (30) minutes, without a reduction in total hours worked per day, according to the needs of the District. The District shall provide two weeks written notice before adjusting any regular shift hours. Should it become necessary to reduce the number of hours worked by any employee, the District will comply with Article 12 of this Agreement. For ten-month employees, yearly work days and hours may increase or decrease as a result of changes to the school calendar.

3.3.3 Summer Hours

Starting with the first full week following the end of a school year through the week prior to the start of a new school year, full-time 12-month employees may work an additional hour each day (Monday through Thursday), so that they only have a four (4) hour shift on Fridays. Normally, the four (4) hour shift will be in the morning (i.e., 8:00 a.m. – 12:00 p.m.), unless the District provides advance notice to an employee that based on staffing and operational needs of the District, they need to work the four (4) hour shift in the afternoon. Subject to pre-approval by the appropriate supervisor, an employee may request to use a half personal day, half sick day (if applicable), or a half vacation day on a Friday half day.

3.4 Breaks and Meal Periods

Employees scheduled to work at least seven (7) consecutive hours will be given the opportunity to have:

- 3.4.1** Two (2) paid fifteen (15) minute break periods, with one break to be taken during the first half of the shift and the second break to be taken during the second half of the shift as efficient operations will permit.

3.4.2 A thirty (30) minute unpaid meal period as near the middle of the shift as efficient operations will permit. The thirty (30) minute meal period shall include any travel time. Nothing herein shall preclude agreement between the employee and their supervisor to combine breaks and/or lunch.

3.4.3 The Board retains the right to assign one-to-one paraprofessionals working with special needs students to a paid lunch period in lieu of an unpaid, duty-free lunch period should the student's special needs require one-to-one supervision during that period. In such cases, the paraprofessional's immediate supervisor shall make a good faith effort to provide the paraprofessional with a 30-minute unpaid break period later that same day.

3.5 Overtime

3.5.1 Work performed by an employee after forty (40) hours shall be paid at the rate of one and one-half (1½) times their regular rate of pay. Overtime work must be approved in advance by the employee's immediate supervisor during regular school hours or by any administrator outside of regular school hours. Overtime may be required as determined by the District.

3.5.2 Except for the Communications Coordinator, employees shall not be required to respond to electronic communications outside of the workday except in cases of emergency. The Communications Coordinator shall only be required to respond to text or phone calls from the Superintendent or Principal.

3.6 Notice of Assignment

All continuing ten-month employees shall be given written notice of their tentative assignment for the forthcoming year no later than August 1. In the event that changes in such assignments are subsequently required, the employee affected by the change shall be notified in writing in a timely fashion.

3.7 Method of Salary Payment

The District's payroll cycle includes twenty-four payrolls. Employees are paid on the 15th and 30th of the month. If either of these days fall on a weekend, holiday, or during a break, the date of payment shall be the last working day prior to the normal date of payment.

3.8 Building Facilities Workplace Safety Committee and School Closure

3.8.1 Building Facilities Workplace Safety Committee

The District and the Union have a shared interest in maintaining a clean and safe work environment. A workplace safety committee comprised of the Superintendent, along with two (2) other representatives of the District, and the Union President or designee, along with two (2) other bargaining unit members shall meet on an as-needed basis, but no less than once every school year to review health and safety issues and develop written proposals when specific health and/or safety problems are identified. If the Superintendent determines that a committee proposal cannot be implemented without additional action being taken by the Board, he/she shall submit the proposal to the Board for approval. The Board shall communicate its response to any such written proposal within sixty (60) days of its receipt.

3.8.2 Closure

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

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

3.9 Personal Injury/Assault

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

3.10 Communication

Communication regarding changes to policies, procedures, or assignments not covered by this Agreement shall be conveyed to the Union and directly to affected employees in a timely manner. Changes to policies or procedures that would affect wages, hours or working conditions of

bargaining unit members shall be communicated to the Union President or designee in a timely manner before implementation to allow for impact bargaining of such changes, if requested.

Article 4 Personnel Files

4.1 Personnel File

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

4.2 Right of Access

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

In lieu of examination, the District may provide the employee with a copy of their personnel file, at no charge to the employee. If a copy is requested by the employee, a reasonable copy fee may be assessed by the District.

4.3 Placement of Material in File

Employees will be provided with copies of any evaluative or disciplinary item or letter of complaint added to their personnel files. Each employee shall have the opportunity to respond in writing to any item in their file and shall have the response attached thereto. Said response shall be made within 90 days of receipt of the item placed in their personnel file.

4.4 Privacy of Materials in File

The Board will not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of the Union without complying with the notice requirements of Section 7 of the Personnel Records Review Act, 820 ILCS 40/7.

4.5 Removal of Material from Personnel File

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

If a disciplinary action for infractions other than attendance is older than five (5) years, and the employee has received no additional discipline for the same or similar offense, an employee may request that the Superintendent declare the material stale and that it will no longer be considered by the District in any future disciplinary action against the employee. The Superintendent shall give a reason if the employee's request is not granted.

Discipline for attendance and tardiness shall be deemed stale after three (3) years if the employee has received no additional discipline for attendance or tardiness in the interim.

Article 5 Leave

5.1 Sick and Personal Leave

- 5.1.1** Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Full or part-time employees who work at least 600 hours per year shall receive sick leave as follows:

For employees hired prior to July 1, 2021:

Years of Service	Days Granted
1 to 10	15 days
11 to 20	16 days
21 and beyond	17 days

Unused sick leave shall accumulate to three hundred sixty (360) days.

For employees hired on or after July 1, 2021:

Type of Employee	Days Granted
12-month employees	15 days
10-month employees	12 days

Unused sick leave shall accumulate to three hundred sixty (360) days.

- 5.1.2** For purposes of this Section, "immediate family" shall include parents, spouse, domestic partner, sibling, children, foster children, grandparents, grandchildren, parents-in-law, siblings-in-law, and legal guardians. In the event of a serious illness or death of persons outside of the employee's immediate family, the Superintendent may, in their sole discretion and on a case-by-case basis, grant use of accrued and unused sick leave. The Superintendent's decision is non-precedential in nature and not subject to the grievance procedure.

- 5.1.3** Requests for use of sick leave must be submitted to the employee's immediate supervisor via the ERP system in use by the District at the time of the request (i.e., Infinite Visions). In addition, the employee must call or email their immediate supervisor to report a sick leave absence prior to the start of their work day. Planned use of sick leave should be submitted as far in advance as possible to ensure appropriate staffing. All staff shall receive training and written documentation (e.g., screenshots) with some instruction, prior to implementing any new system.
- 5.1.4** Each full-time employee shall be granted three (3) personal leave days each year, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours, subject to the following:
- a. Employees shall not be required to disclose the reason for the leave.
 - b. Personal leave shall not be granted the school day before or after a holiday nor during the first or last five (5) student attendance days of any school year (except in cases where personal leave is used for a religious holiday). Exceptions to these blackout periods may be made by the employee's immediate supervisor for an exigent circumstance and on a non-precedential basis.
 - c. Requests for use of personal leave must be submitted to the employee's immediate supervisor via the ERP system in use by the District at the time of the request (i.e., Infinite Visions) at least three (3) days in advance of an expected absence. In cases of emergency, the request should be made as soon as practicable and no later than the first school day following the absence.
 - d. Unused personal days do not accumulate but shall be converted into sick leave at the end of each school year.
- 5.1.5** Sick and personal leave allowance for an employee who is employed after the commencement of the school year or who resigns during the school year shall be prorated on the basis of the portion of the school year during which they were employed.
- 5.1.6** The annual allowances of sick and personal leave days shall be credited in advance to the record of each employee each year on July 1. The annual allowance of sick leave shall be added to the sick leave accumulated from previous years.

5.1.7 A certified sick leave report shall be available to each employee through the District website portal throughout the school year. This report shall include:

- Sick leave accumulation as of the beginning of the previous school year;
- The record of days deducted from previous year;
- The days advanced for the current school year; and
- The total number of days credited and applicable for the current school year.

5.1.8 When an employee suffers a personal injury or accident arising out of and in the course of their employment, after the first three days of absence, the District will charge them 1/3 of an accrued and unused sick leave day for each day they are absent because of the injury/accident and receiving worker's compensation benefits. Employees who have sick leave days available will sign over their Workers' Compensation checks to the District and the District will continue their normal pay while they remain absent because of the injury/accident until their paid leave is exhausted.

5.2 Unpaid Leave

Upon exhaustion of family and medical leave (if applicable) and any paid leave, an employee may request an unpaid leave of absence. Such request is subject to approval by the Board. Application to the Board of Education for leaves shall be made in writing and submitted to the Superintendent. The Board or Superintendent reserve the right to request that the employee provide information or documentation, including but not limited to medical information to support the request for unpaid leave.

If granted, the employee shall bear the full cost of any fringe benefits during the unpaid leave period, including the District's share of any insurance premium payment. Also, the employee shall not accrue any vacation or personal leave, or sick leave during the unpaid leave period.

5.3 FMLA Leave

The Board shall grant unpaid FMLA leave to eligible employees, as defined by applicable federal or state law. Consistent with the FMLA, leave shall be granted for a qualifying reason, including but not limited to, up to twelve (12) weeks per rolling 12-month period in the event of birth, adoption, or placement in foster care of a child, to bond with a newborn child within one year of birth, or due to a serious health condition of the employee or the employee's spouse, child, or parent (in-laws excluded). Consistent with the FMLA and upon the District's request, employees shall provide information related to the leave request, periodic reports while on leave and of their intent/ability to return to work.

An employee granted an FMLA leave will continue to be covered under the District's group health, dental and vision plans, and life insurance and long-term disability plans, under the conditions as coverage would have provided if employed continuously during the leave period. This means that the employer will continue to make premium payments in the amounts required by this Agreement. Employee contributions will be required through payroll deduction or by direct payment to the District with the employee being advised in writing at the beginning of the leave period as to the

amount and method of payment. An employee taking FMLA leave is required to substitute (that is to use concurrently) accumulated sick leave, if applicable, while on FMLA leave.

Additional information concerning FMLA requirements and benefits shall be provided to employees by the Superintendent or designee upon request.

5.4 Jury Duty

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

5.5 Religious Observance

Employees who are unable to be present at work or fulfill work requirements on a particular day or days or at a particular time of day because of their observance of a religious holiday may utilize a vacation or personal day for this purpose. If the number of vacation or personal days available is not sufficient to meet the needs of the employee's observance, additional unpaid time may be requested through, and is subject to the approval of, the immediate supervisor. Such request must be submitted in writing at least ten (10) days in advance of the requested day(s) off.

5.6 Holidays

For fiscal year 2022, full-time 12-month employees shall be paid for all holidays as set forth in the school calendar approved by the Board.

Beginning with fiscal year 2023, full-time 12-month employees shall be paid for thirteen (13) holidays in each fiscal year, as determined by the Superintendent. Within 30 calendar days of the Board's approval of the school calendar for the upcoming school year, the Superintendent or designee shall send an email to all full-time 12-month employees listing their thirteen (13) holidays for the upcoming year. In years when the District is closed on a Monday-Friday to recognize the Juneteenth Holiday, this shall be an additional paid holiday for full-time 12-month staff.

The Superintendent and Union President shall meet at a mutually agreeable date and time following the Board's approval of the calendar. The purpose of this meeting is for the Superintendent to share a draft of the thirteen (13) holidays selected by the Superintendent for the upcoming school year and seek feedback from the Union President regarding same. The Superintendent shall consider the Union's President's feedback prior to finalizing the holidays and sending the email to all full-time employees.

5.7 Paid Vacation Days

Full-time 12-month employees shall have the following paid vacation days per fiscal year:

For employees hired prior to July 1, 2021:

- 6 months of service: 5 days
- 1 year but less than three years: 10 days
- 3 years but less than 7 years: 15 days
- 7 years and above: 20 days

For employees hired on or after July 1, 2021:

- Year 1: 5 days
- Years 2 through 4: 10 days
- Years 5 through 9: 15 days
- Years 10 and above: 18 days

Vacation shall be advanced upon employment for new employees. Vacation for the first year of employment shall be prorated based on the number of days remaining in the fiscal year upon employment with the District. Vacation shall be advanced on July 1 of each year for existing employees. Vacation days earned in one fiscal year must be used by August 1 of the following fiscal year, otherwise they do not accumulate or carryover from one year to the next.

Use of vacation days must be scheduled with the prior written approval of the employee's immediate supervisor. Request for use of vacation must be submitted to the employee's immediate supervisor via the ERP system in use by the District at the time of the request (i.e., Infinite Visions). Vacation can be used in half or full day increments. Absent exigent circumstances, vacations will not be approved during the first or last five (5) student attendance days of each school year. Also absent exigent circumstances, employees must request to use vacation days no less than 10 work days in advance. Requests to use vacation for five (5) consecutive days or longer should be submitted as far in advance as possible to avoid schedule conflicts and to ensure the operations of the District are not interrupted. Provided the District's procedures are followed, a vacation request will not be unreasonably denied. Ensuring sufficient staffing levels is a reasonable basis to deny a request.

If an employee separates from employment for any reason prior to June 30 of any year and has used anticipated but unearned vacation days, they shall be responsible for reimbursing the District at their per diem rate for that time. For example, an employee received ten (10) vacation days on July 1, used all vacation days in August and September, and resigned effective January 1. The employee worked 6 of 12 months, so 6/12ths of their vacation days were earned. The employee would owe the District reimbursement for the five (5) days – 6/12ths of their annual allotment. This reimbursement shall be deducted from the employee's final paycheck(s). In the event the employee's final paycheck does not cover the amount of the reimbursement, the employee shall pay the District the remaining amount owed. Along the same lines, employees resigning or whose

employment is terminated are only entitled to the monetary equivalent of any earned vacation days.

Article 6 Evaluation

6.1 Joint Committee

An evaluation joint committee comprised of three (3) Administration and three (3) Union members shall develop an evaluation process and tool to be used in the annual evaluation of employees. The tool and all associated forms, rubrics and instructions shall be developed during the second half of the 2021-2022 school year and summer 2022 (if necessary), and shall be ready for use starting with the 2022-2023 school year. For the 2021-2022 school year, the evaluation process and tool shall be the same as used for the 2019-2020 school year.

In the event the evaluation joint committee is unable to reach mutual agreement on the evaluation process and tool, the parties shall reopen this Article only for the sole purpose of engaging in bargaining over the evaluation process and tool effective beginning with the 2023-2024 school year. In this case, the evaluation process and tool for the 2022-2023 school year shall be the same as used for the 2021-2022 school year.

6.2 Annual Evaluation

The Administration shall provide each employee with a written evaluation once a year. Evaluations shall be conducted by the employee's immediate supervisor, which may incorporate input from other District employees for whom the bargaining unit member provides support services.

6.3 Job Descriptions

One job description for each position in the bargaining unit shall be maintained by the District. Job descriptions shall be included in the onboarding process for the District. Proposed changes to an employee job description shall be provided to the Union President for review and discussion, if requested, prior to implementation.

6.4 Committee Work

If possible, committees for either evaluation or job descriptions shall meet during the regular work day. Committee work performed outside the member's regular hours shall be considered voluntary and members shall not be required to attend without compensation at their hourly rate, or at one and one-half times their hourly rate in accordance with the Fair Labor Standards Act of 1938 29 U.S.C. § 203 (FLSA).

Article 7 Discipline

7.1 Complaints

When a complaint regarding an employee which may result in discipline is made to an administrator, the administrator shall make the employee aware of the complaint and give the employee a chance to respond before imposing any discipline. The Superintendent may suspend an employee with pay while investigating a complaint against him or her and, at the conclusion of the investigation, suspend an employee without pay pending Board action on a recommendation to terminate the employee or pending the outcome of criminal proceedings against the employee.

7.2 Disciplinary Meetings

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

7.3 Just Cause and Progressive Steps

The District recognizes the concept of progressive discipline but is not bound by any set of progressive discipline steps. Dismissal of any non-probationary employee shall be for just cause. In cases of termination of a non-probationary employee, written notice of the reason(s) shall be provided to the employee prior to action by the Board of Education.

Article 8 Vacancies

8.1 Posting of Vacancies

Vacant positions (other than Summer Work below) within the District will be announced through the District website. In addition, vacancies will be announced via an all-staff email. A vacancy occurs when the District creates a new position or when the District decides to fill a position that becomes vacant due to a retirement, resignation, or dismissal of an employee.

8.2 Interviews for Vacancies

Any employee who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice shall be given an interview for the position provided they are qualified to hold the position.

8.3 Summer Work

The opportunity to be considered for an extended school year (ESY) or a summer school position shall be communicated to regularly employed instructional assistants before outside applicants are sought. If assigned as an instructional assistant for ESY or summer school, he/she shall receive their regular rate of pay for hours worked. In the event a qualified instructional assistant is assigned to work as a teacher for ESY or summer school, they shall be paid at the same rate as all other teachers assigned to ESY or summer school.

Article 9 Wages and Related Provisions

9.1 Wages for 12-Month Employees

A. Starting Hourly Wage Rate

The starting hourly wage rate shall be established at the discretion of the Board and shall take into consideration the market value of the position and the qualifications, prior experience, and special skills of the applicant. Absent express written approval by the Union, a starting wage shall not exceed the wage rate for any existing bargaining unit employee in the same classification.

B. Wage Increases

Employees shall receive an increase in their hourly wage rate as follows:

2021-2022	3.75%
2022-2023	3.75%
2023-2024	4.75%

For fiscal year 2025 (2024-2025), the hourly wage rate increase shall be equal to the December percentage CPI-U increase for PTELL (e.g., tax cap) purposes as determined by the Cook County Assessor's office for the prior levy year (i.e., 2023 levy year), subject to a minimum increase of 3.00% and a maximum increase of 4.50%. Wage increases are effective on July 1 of each year.

9.2 Wages for Instructional Assistants

A. Starting Hourly Wage Rate

The starting hourly wage rate is as follows:

	No IL Substitute Certificate or Professional Educator License	Hold IL Substitute Certificate	Hold IL Professional Educator License
2021-2022	\$15.50	\$16.00	\$16.50
2022-2023	\$16.00	\$16.50	\$17.00
2023-2024	\$16.50	\$17.00	\$17.50
2024-2025	\$17.00	\$17.50	\$18.00

The above chart accounts for a \$0.50 differential from the base hourly wage rate for instructional assistants that possess a valid Illinois substitute certificate and a \$1.00 differential from the base hourly wage rate for instructional assistants that possess a valid Illinois Professional Educator License.

B. Wage Increases

Instructional assistants shall receive an increase in their hourly wage rate as follows:

2021-2022	6.00%
2022-2023	3.75%

For fiscal year 2024 (2023-2024), the hourly wage rate increase shall be equal to the December percentage CPI-U increase for PTELL (e.g., tax cap) purposes as determined by the Cook County Assessor's office for the prior levy year (i.e., 2022 levy year), subject to a minimum increase of 3.00% and a maximum increase of 4.75%. Wage increases are effective on July 1 of each year.

For fiscal year 2025 (2024-2025), the hourly wage rate increase shall be equal to the December percentage CPI-U increase for PTELL (e.g., tax cap) purposes as determined by the Cook County Assessor's office for the prior levy year (i.e., 2023 levy year), subject to a minimum increase of 3.00% and a maximum increase of 4.50%. Wage increases are effective on July 1 of each year.

If an instructional assistant obtains a substitute certificate or PEL during any school year and provides notice to the District's Superintendent, they shall be eligible to receive the applicable differential (\$0.50 or \$1.00) or up to a maximum increase over the prior year's hourly wage rate of 6.00%, whichever is less, beginning with the next regularly scheduled payroll period following notice. Under no circumstances shall an instructional assistant's increase over the prior year's hourly wage rate exceed 6.00% as applicable in connection with obtaining a substitute certificate or PEL.

9.3 Internal Substitution

Instructional assistants who hold a valid Illinois substitute teacher certification or Professional Educator License may be assigned to substitute for a regular classroom period up to a maximum total of 15 classroom periods in each trimester. No additional compensation is paid to perform internal substitution in accordance with this section.

9.4 Extra Duties

In the event that extra duty assignments are not filled by certified staff, such assignments shall be open to qualified bargaining unit members at the applicable pay rate as set forth in the District's collective bargaining agreement with its teachers. Examples of such assignments include, but are not limited to: lunch duty, recess duty, and before/after school duty, but do not include substitute pay.

Article 10 Fringe Benefits

10.1 Life Insurance

The District shall pay the premium for term life insurance in the amount equal to the employee's annualized pay rate rounded to the nearest one thousand dollars (\$1,000.00) for each employee.

10.2 Long- and Short-Term Disability

The District shall pay 100% of the premium for long-term disability insurance for each employee.
The District shall pay 100% of the premium for short-term disability insurance for each employee.

10.3 Hospital, Major Insurance

The Board offers a group comprehensive medical insurance plan for employees who regularly work 30 hours or more each week. The Board shall pay a portion of the monthly premium for a policy of major medical insurance for each employee and their dependent(s) who are eligible to be offered insurance and elect to enroll in the District's plan, as detailed below. Employees are responsible for the remainder of the monthly premium through bi-weekly payroll deductions.

1. **PPO Insurance Coverage – Board Contribution (Instructional Assistants employed prior to November 15, 2021)**

Fiscal Year	Employee Only	Employee + Spouse	Employee + Child	Family
2022	90%	90%	90%	75%
2023	90%	90%	90%	75%
2024	90%	87.5%	85%	75%
2025	90%	85%	85%	75%

2. **HMO Insurance Coverage – Board Contributions (Instructional Assistants employed prior to November 15, 2021)**

Fiscal Year	Employee Only	Employee + Spouse	Employee + Child	Family
2022	100%	90%	90%	75%
2023	100%	90%	90%	80%
2024	100%	90%	90%	80%
2025	100%	90%	90%	80%

3. **PPO Insurance Coverage – Board Contribution (12-month Employees employed prior to November 15, 2021)**

Fiscal Year	Employee Only	Employee + Spouse	Employee + Child	Family
2022	100%	100%	100%	100%
2023	100%	100%	100%	100%
2024	100%	95%	95%	93%
2025	95%	92%	92%	90%

4. HMO Insurance Coverage – Board Contributions (12-month Employees employed prior to November 15, 2021)

Fiscal Year	Employee Only	Employee + Spouse	Employee + Child	Family
2022	100%	100%	100%	100%
2023	100%	100%	100%	100%
2024	100%	97%	97%	97%
2025	100%	95%	95%	95%

For employees hired on or after November 15, 2021, the Board would contribute 100% for HMO employee-only coverage, 90% for any PPO employee-only coverage, and 75% toward any dependent coverages (employee + spouse, employee + child or family) under any plan.

10.4 Joint Health Insurance Committee

The Union may appoint one (1) 12-month employee and one (1) Instructional Assistant to serve on the District's joint health insurance committee. The joint committee will meet as necessary, but at least annually. Should the total insurance premium increase by 10% from one year to the next, the joint committee shall convene to review the plan structure and develop cost saving measures to present to the membership/board for acceptance. The Board shall provide committee members with materials necessary to fulfill their duties on the Committee.

10.5 Dental and Vision Insurance

The Board shall provide a group dental and vision insurance program for each full-time employee. If an employee elects to enroll in either or both plans, they are responsible for the entire premium for the coverage plan selected.

10.6 Transportation

The current I.R.S. rate shall be paid to an employee who has pre-approved authorization from their immediate supervisor to drive his/her private automobile on school district business. In order to be eligible to drive on school district business, the employee must present proof of a valid driver's license and appropriate insurance coverage.

10.7 Professional Development

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

The Board shall provide Professional Development activities for instructional assistants on up to four (4) scheduled school improvement days, as selected by their supervisor. Other bargaining unit employees may submit a request to their supervisor to participate in a professional development activity or activities that will assist in the approved execution of their duties (i.e., advanced training

in PowerSchool, Microsoft Suite, Google, Finalsite, etc.) on up to four (4) days during each school year (which may or may not be scheduled school improvement days). Approval is in the sole discretion of the supervisor and shall not be subject to the Grievance Procedure set forth herein.

Employees may submit a request to the Superintendent or designee to attend a conference, workshop or training during the school year or summer months that will assist in the approved execution of their duties. If approved, the District shall reimburse the employee up to the full cost of the conference, workshop or training, and any travel or meal expenses as established by Board Policy. If the conference, workshop, or training is held during the employee's normal work hours, they shall receive their regular hourly rate for attending the conference or workshop. Otherwise, no form of reimbursement or compensation will be paid to the employee. Approval is in the sole discretion of the Superintendent or designee and shall not be subject to the Grievance Procedure set forth herein.

The District shall maintain its membership in INSPRA during the term of the parties' initial collective bargaining agreement.

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

Article 11 Grievance Procedure

Grievance Definition

11.1 Grievance Definition

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

11.2 Procedure

A. First Level/Informal

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

B. Second Level/Formal

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

The immediate supervisor shall arrange for a meeting with the Union within ten (10) business days of receipt of the written grievance to fully discuss the subject matter thereof. If no resolution is reached, the immediate supervisor shall provide a written decision to the Union within ten (10) business days after such meeting.

C. Third Level/Superintendent

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

The Superintendent or designee shall arrange for a meeting with the Union within ten (10) business days of receipt of the written appeal to discuss the grievance. If no resolution is reached, the Superintendent shall provide a written decision to the Union within ten (10) business days after such meeting.

D. Fourth Level/Arbitration

If the Union is not satisfied with the results of Level 3 and the Union desires to proceed with arbitration, the Union may submit notice of intention to arbitrate to the Superintendent within twenty (20) business days after receipt of the Level 3 written decision or the deadline to submit the written answer if none is timely issued. The parties shall attempt to agree upon an arbitrator. If the parties cannot agree within fifteen (15) business days, they shall jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) in accordance with its usual procedures. The parties will

alternately strike one name at a time from the panel until only one shall remain, with the Union striking first. The remaining name shall be the Arbitrator.

The fees and expenses for the Arbitrator and court reporter shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

The Arbitrator has no right to alter, amend, modify, nullify, ignore, enlarge, add, delete, or subtract from the provisions of this Agreement, work rules or Board policy. The Arbitrator shall consider and decide only the specific issue(s) submitted and shall have no authority to make any decision on any other issue not submitted. The Arbitrator shall be without power to make decisions contrary to or inconsistent with applicable laws and rules and regulations having force of law. The decision of the Arbitrator shall be final and binding on the parties and employees.

11.3 Other Provisions

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

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

All documents, communications and records dealing with the processing of a grievance will be maintained separately from the personnel files of the participants.

If the Union and the Superintendent agree, Levels 1 and 2 of the grievance procedure may be bypassed and the grievance brought directly to Level 3.

Article 12 Reduction in Force

12.1 Notice to Union

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

12.2 Staff Reductions

Reduction in force or reduction in hours shall be in accordance with Section 10-23.5 of the Illinois School Code (105 ILCS 5/23.5) and Article 3.1 of this Agreement.

12.3 Continuous Service Interruption

Continuous service shall be defined as the length of continuous service as an employee of the District and shall be interrupted only by dismissal for cause, resignation, or retirement. An employee shall be accorded continuous service credit dating back to their first day of work in the District. For employees who have had a break in service, the first day of work will be the first day of work after their rehire.

Article 13 Negotiations Process

13.1 Good Faith Negotiations

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

13.2 Start of Negotiations

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

13.3 Exchange of Information

In accordance with its obligations under the Illinois Educational Labor Relations Act, the Board or Administration will respond to reasonable requests from the Union for readily available and pertinent information relevant to negotiations. The Union will furnish copies of any pertinent information as reasonably requested by the Board of Education.

13.4 Tentative Agreements

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

13.5 Request for Mediation

If within forty-five (45) days prior to the scheduled expiration of the existing collective bargaining agreement, the parties have reached an impasse, either party may declare to the other in writing that an impasse exists and call for a mediator. Upon mutual agreement, the parties may at any other time request the assistance of a mediator during bargaining.

13.6 Selection of a Mediator

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

13.7 Contract Printing and Availability

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

Article 14 No Strike Clause

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

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

Article 15 Effect of Agreement

15.1 Savings Clause

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

15.2 Precedence of Agreement

If there is any conflict between the written terms of this Agreement and written District 38 School Board policies, procedures, handbooks or written rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.

15.3 Complete Understanding

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

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


15.4 Term of Agreement

The Agreement shall be effective July 1, 2021 and shall continue in effect without modification until June 30, 2025.

This Agreement is signed this _____ day of November 2021.

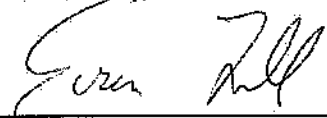
IN WITNESS WHEREOF:

For the Kenilworth 38 PSRP Council
Local 1274, IFT/AFT, AFL-CIO



Council President

For the Kenilworth School District 38
Board of Education
Cook County, Illinois



Board President