

**AGREEMENT**  
**BETWEEN**  
**WESTMONT EDUCATION SUPPORT PERSONNEL ASSOCIATION**  
**AND THE**  
**BOARD OF EDUCATION,**  
**COMMUNITY UNIT SCHOOL DISTRICT 201**

**2020-2021**  
**2021-2022**  
**2022-2023**  
**2023-2024**

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**AGREEMENT BETWEEN  
WESTMONT EDUCATION SUPPORT PERSONNEL ASSOCIATION  
AND THE  
BOARD OF EDUCATION,  
COMMUNITY UNIT SCHOOL DISTRICT 201**

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 201, DuPage County, Westmont, Illinois, hereinafter called "Board" and the WESTMONT EDUCATION SUPPORT PERSONNEL ASSOCIATION, affiliated with the Illinois Education Association and the National Education Association, hereinafter called "Association."

The parties hereto agree that:  
**ARTICLE I**

**RECOGNITION, ASSOCIATION RELATIONS,  
AND NON-INTERRUPTION OF WORK**

**1.0 ASSOCIATION RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining representative of all full-time, regular school year and part-time support personnel; excluding the Payroll/Personnel Clerk, the Curriculum/Business Administrative Assistant, Accounts Payable/Receivable/Bookkeeper, the Food Service Director, the Superintendent Administrative Assistant, the Systems Support Analyst, the Network Administrator, the custodial and maintenance staff, and all supervisors, managers, and confidential employees as defined by the Illinois Educational Labor Relations Act.

**1.1 ADDITIONAL NEGOTIATIONS**

The Board shall not negotiate with any employees' organization other than the Association or with any employee individually concerning matters covered by this Agreement.

**1.2 NON-INTERRUPTION OF WORK**

The Association agrees that neither the Association nor any of the employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the Board regardless of the reason for so doing during the term of this Agreement.

### **1.3 EMPLOYEE DEFINITION**

The term "employee" when used hereafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as specified in Section 1.0 above.

[Delete in light of *Janus v. AFSCME* case]

## **ARTICLE II**

### **BOARD AUTHORITY**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to, the full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed; the nature, extent, duration, character, and method of operation, including, but not limited to, the right to contract out or subcontract the amount, utilization, kind of personnel and work required to ensure maximum efficiency of operations; the control of property and the composition, assignment, direction and determination of the size and type of its working forces; the right to determine the work to be done and the standards to be met by employees covered by this Agreement; the right to make and enforce work rules; the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release employees; the right to lay off employees because of lack of work or other reasons; to determine training needs and assign employees to training; the right to determine the qualifications of employees, and to suspend, discipline and discharge employees and otherwise to maintain an orderly, effective and efficient operation and to take any and all actions as may be necessary to carry out the mission of the District.

## **ARTICLE III**

### **EMPLOYEE AND ASSOCIATION RIGHTS**

### **3.0 RIGHT OF REPRESENTATION**

When an employee is required to appear before the Board or the Administration concerning any matter which could adversely affect the continuation of that employee in his/her employment or his/her salary, the employee, upon request, shall be entitled to have a representative

of the Association present. Further, when the employee is required to appear before the Board, or the Superintendent, he/she shall be advised in writing of the reason thereof not less than twenty-four (24) hours before the required meeting.

### **3.1 PERSONNEL FILE**

- A. Each employee's official personnel file shall be maintained in the Central Administrative Office. No material, related to discipline, may be placed in the file without first giving a copy to the employee and informing the employee that a copy would be placed in the file. The employee shall initial and date the file copy to verify that he/she has received a copy of the said material. Initialing does not indicate agreement. Administrative comments which for evaluation purposes require improvement in the employee's performance or which the Administration deems unacceptable shall be placed in the employee's file within fifteen (15) days of the date the Administration becomes aware of or should have been aware of the occurrence or observation thereof. Employee commendations may be placed in the file without signature.
- B. Each employee shall have the right, upon request, to review the non-confidential contents of his/her file and to attach a written response to any item in the file. The employee's written response must be submitted within fifteen (15) days after the date on the initialed and dated copy placed in the personnel record. Confidential information for this section shall be limited to information concerning the employee prior to his/her employment by the Board and personnel file documents under Section 10 of the *Personnel Record Review Act* (820 ILCS 40/10). A representative of the employee's choice shall be allowed to review the file in the presence of the employee or upon presentation of written authorization by the employee. An employee may duplicate anything in his/her file he/she may have the right to review (in the presence of an administrative representative), provided nothing is removed from the office where the file is maintained). The District may charge the employee for the reasonable cost of any said duplication, not to exceed .55 cents per page. After five (5) years, adverse materials may be reviewed at the request of the employee and may be removed with administrative approval.
- C. Evidence not previously recorded in the employee's personnel file prior to notice of a demotion, discipline, or other involuntary change in employment status shall not be used by the Board as a basis for its action, except for serious infractions which could be the subject of criminal prosecutions or civil complaint and prevent such prior recordation.

### **3.2 RIGHT TO ORGANIZE AND PARTICIPATE**

Association employees shall have the right to organize, join, assist the Association, and to participate in professional negotiations with the Board through representatives of their own choosing. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of his/her membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

### **3.3 ASSOCIATION MEETINGS AND COMMUNICATION**

Subject to the rules and regulations of the Administration, the Association shall have the right to use school buildings for meeting and to use employee mailboxes and inter-school mail. The Association may also utilize the District e-mail for the sole purpose of announcing its regularly scheduled monthly meetings. An Association bulletin board shall be provided in the main kitchen in the High School. Also, a section of existing bulletin boards in the break rooms of each building shall be specifically designated for WESPA. The Administration shall make every effort to allow WESPA to meet for fifteen (15) minutes during the first in-service meeting of each school year.

#### **3.4 NAMES - NEW EMPLOYEES**

The Association President shall be supplied with the names, addresses and work assignments of newly hired employees within thirty (30) days of hiring. Such notice shall be sent to the Association President via District e-mail.

#### **3.5 PERTINENT INFORMATION TO ASSOCIATION**

The Board shall make available to the Association upon request any existing public records which are relevant to collective bargaining negotiations or any records necessary for the proper enforcement of the terms of this Agreement, subject to applicable law.

#### **3.6 DUES DEDUCTION**

The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee-executed authorization for annual membership or continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it. Upon receipt of any revocation, the Board shall notify the Association in writing of same within ten (10) days. All dues deducted by the Board shall be remitted to the Association no later than fifteen (15) days after such deductions are made. The Association shall indemnify the Board and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out or by reason of any action taken by the Board for the purpose of complying with this Section.

#### **3.7 NON-DISCRIMINATION**

The Board shall not discriminate for reasons of race, color, national origin, creed, sex, age, marital status, sexual orientation, or handicap against an employee or applicant, as those terms are defined by federal or state law, provided that any grievance alleging violation of this Section shall not be subject to arbitration under the grievance procedure set forth in Article X hereunder and Step 3 shall be the terminal step for any such grievance.



**3.8 ASSOCIATION/ADMINISTRATION MEETINGS**

The Association and Administration may hold periodic meetings to discuss matters of mutual concern. The purpose of these meetings shall be to facilitate communication between Administration and the Association.

**3.9 RELEASE TIME**

The Association shall be granted annually up to an aggregate of five (5) days of paid release time for WESPA members to attend IEA sponsored conventions, seminars, and/or meetings. The Association agrees to compensate the Board for all substitute costs associated with attendance at such meetings. The Association President shall designate when such days are needed in writing to the Superintendent at least thirty (30) days prior to the event, and an agenda of the event shall be provided. No more than one (1) Association member from the same school and in the same job category shall be allowed to use this time on the same days.

**3.10 CONTRACT DISTRIBUTION**

Within thirty (30) days of ratification of this Agreement, the final contract shall be posted on the District's official website. The Association and the Board shall each bear their own costs of preparing any hard copies of the contract they may need. . . .

**3.11 BUILDING REPRESENTATIVES**

The Association will provide the Business Office with a list of the identified WESPA representatives by building by September 15<sup>th</sup> of each school year.

**ARTICLE IV**

**EMPLOYEE WORK DAY AND ASSIGNMENTS**

**4.0 EMPLOYEE POSITIONS**

**Twelve-Month Full-Time**

Full-time educational support personnel shall be defined as 12-month employees who work daily (Monday through Friday) except holidays and earned vacation time. A full-time employees' scheduled workday is eight (8) hours per day.

**Principal's Administrative Assistant**

The Principal's Administrative Assistant is a 12-month full-time position, except that any Principal Administrative Assistant employed prior to the effective date of this Agreement who wants to remain as a 10-month employee may do so. The Principal's Administrative Assistant will retain an hourly rate as the basis for compensation. Vacation eligibility will be calculated by considering years of service in a 10-month position as full years of District service.

**Administrative Assistant Staff**

The workday for regular school-year Administrative Assistant staff is five (5) days per week, six (6) hours or more per day for the scheduled school year including student attendance days plus: zero to four (0 – 4) Teacher Institute days, zero to two (0 – 2) parent teacher conferences and various required summer days, including registration; based on current positions or current job status.

**Registrar**

The workday for the Registrar position is five (5) days per week, seven (7) hours per day for the scheduled school year. The Registrar will be paid at the same hourly pay rate consistent with the range of the Administrative Assistant category, excluding the Principal Administrative Assistant rate.

**Paraprofessional and Library Media Assistants**

The workday for regular school-year paraprofessional is five (5) days a week, 6.5 hours or more per day, for the scheduled school year including student attendance days plus two (2) Teacher Institute days.

The workday for regular school-year library/media assistants is five (5) days a week, 6.5 hours or more per day, for the scheduled school year including student attendance days plus two (2) Teacher Institute days.

**Food-Service Employees**

The workday for regular school-year food service employees is five (5) days a week, five (5) hours or more per day, for the scheduled school year student attendance days and institute days

The workday for part-time school-year food service employees is five (5) days a week, three to four (3-4) hours per day, for the scheduled school year student attendance days and institute days.

**School Nurses**

The workday for regular school-year nurses is five (5) days per week, 6.5 hours or more per day, for the scheduled school year including student attendance days plus two (2) parent/teacher conferences and two (2) Teacher Institute days.

The workday for part-time school-year nurses is three (3) or more days per week, less than 6.5 hours per day, for the scheduled school year including student attendance days plus two (2) parent/teacher conferences and two (2) Teacher Institute days.

### **Accompanists**

The accompanists work schedule is variable. The accompanists will be paid an hourly amount and submit a time-card each pay period..

### **Interpreters**

The workday for regular school-year interpreters is five (5) days per week, 6.5 hours or more per day, for the scheduled school year for student attendance days plus two (2) Teacher Institute days.

In instances where job sharing occurs, both employees' schedules shall total the descriptions of the workdays above.

Should it become necessary, in the interest of efficient operations, to establish daily or weekly work schedules different from the normal workday or workweek, notice of such change shall be given to the Association and the employee as far in advance as reasonably possible. However, the final right to determine daily and weekly work schedules rests with the District.

## **4.1 CALENDAR/SCHOOL YEAR**

The school year for each job classification shall be determined by Administration and communicated to the employees no later than August 1<sup>st</sup> of each school year. The calendars shall reflect the number of days the employee is to report to work prior to the opening of the school year as well as any days after the last student attendance days.

If an employee reports for duty and for any reason the school/s must be closed after that employee's scheduled start time, such employees shall not experience a loss of pay.

The Board will grant compensation for the emergency day when schools are officially closed by the Superintendent or designee. As a result of receiving pay for any emergency closing day(s), employees must make up those paid emergency closing days at the end of the school term. If an employee who has received such pay leaves the employ of the Board prior to the end of the school term, or if such employee does not work or make-up the day(s), the emergency closing day(s) will be deducted from that employee's last paycheck.

Instructional assistants and library/media assistants may be provided time within their work week to collaborate with teachers and the librarian on matters pertaining to their student assignment (as delineated in their job descriptions).

## **4.2 BREAKS/LUNCH**

Employees working a minimum of five (5) hours per day shall have one (1) fifteen (15) minute paid break. Employees working six and one-half (6½) hours but less than eight (8) hours per day shall have a duty free, unpaid meal break not to exceed thirty (30) minutes. Employees working eight (8) hours per day shall have two (2) fifteen (15) minute paid breaks and a duty free, unpaid meal break not to

exceed thirty (30) minutes. All breaks will be scheduled by the employee's immediate supervisor. Except for food service employees, and in cases of emergency, breaks will not be scheduled the first or last hour of the employee's workday.

Any time an employee is required by an administrator or supervisor to work fifteen (15) minutes or more above his/her daily scheduled work hours, that employee shall be paid for such time at his/her negotiated hourly rate, until such hours exceed forty (40) hours in a week, which will then be paid at one and one-half (1½) times his/her hourly rate. Overtime must be submitted on a District timecard.

#### **4.3 VACANCIES**

Should a vacancy occur in any job covered under this Agreement which the Board decides to fill after any recalls, it shall be posted for notification within 10 days of Board action. Present District personnel shall be given first consideration for such vacancy. However, selecting an applicant and filling such positions shall be the sole responsibility of the Administration.

When filling such vacancy, the best-qualified person, as determined by the Administration, shall be employed. Consideration shall be given, but not limited to, the following factors: experience, education, competency, and length of applicant's service.

#### **4.4 TRANSFERS**

Prior to considering permanent transfers or work reassignments, the Administration will consult with the given employee. Involuntary transfers will not be made arbitrarily or capriciously. Seniority will be given consideration.

Paraprofessional whose student or students leave the District or no longer require services will be transferred at the District's discretion as the educational program warrants with primary regard to the continuity of educational services and the needs of the educational program and may occur without limitation, including prior notice or consultation. Administration will attempt to notify the employee to be transferred at least one (1) school day prior to the date of the transfer.

A transferred employee may request to return to a school from which he/she was transferred prior to the end of the school year by notifying the Administration in writing. Such notice by an employee shall entitle him/her to be considered for any position for which he/she is qualified.

#### **4.5 JOB DESCRIPTION**

Job descriptions shall be provided to all members of the Association upon hire or as updates occur. Said job descriptions may be made available to applicants for vacancies in any existing or additionally created positions in the future. The Association may from time to time make suggestions to the Administration concerning their job descriptions.

Employees will be expected to meet the minimum responsibilities outlined. Upon modification of an existing job description, current employees in that position, within a reasonable period of time, will meet all requirements of the job description. An employee who cannot meet these expectations may require reassignment, if deemed in the best interest of the District. The Association will be notified of any decision on reassignments.

## **ARTICLE V**

### **EMPLOYEE EVALUATION**

#### **5.0 EMPLOYEE EVALUATIONS**

Before any formal evaluation is conducted, the supervisor(s) responsible for evaluations shall familiarize each employee with a copy of the evaluation procedures. The employee shall be notified of the time and date for formal observations at least twenty-four (24) hours prior to the visit. All formal written evaluations shall indicate employee strengths and weaknesses. Employees shall receive a mid-year review no later than February 15 of the current school. Final evaluations should be given no later May 25 of the current school year.

If weaknesses are noted, specific suggestions for improvement will be discussed. Any employee may submit a written response to an evaluation. Such responses shall be submitted within ten (10) days of receipt of the evaluation and shall be attached thereto.

#### **5.1 NON-PROBATIONARY EMPLOYEE EVALUATIONS**

Non-probationary employees shall be evaluated not less than once during each employment year. The evaluation shall be based upon observations as well as other reliable information about the employee's work performance. Reliable sources of information include certified staff, immediate supervisors and administrators. If a non-probationary employee is rated unsatisfactory, the evaluation should state the reasons for the rating and, if the evaluator deems the employee's performance problems to be remediable, the employee shall be given steps that must be taken toward improvement.

## **ARTICLE VI**

### **EMPLOYEE PROTECTION**

#### **6.0 ASSAULT AND PROTECTION**

Any case of assault on an employee while on school property or while performing his/her duties shall be promptly reported to the Board or its designee. The Board's responsibility under this section shall be limited to the terms and conditions of any insurance policies it may carry hereunder provided the employee files the required paperwork within thirty (30) calendar days of the incident.

The Board shall provide protection from suit for employees as required in the *School Code*, 105 ILCS 5/10-20.20.

#### **6.1 PARENT-STUDENT COMPLAINTS PROCEDURES**

The principal shall attempt to resolve the complaints by any person against an employee. Any employee against whom a complaint has been registered shall be notified of such complaint as soon as possible, but no later than 48 (forty-eight) hours, except that in emergency matters which could result in criminal prosecution, notification will be at the discretion of the Administration.

#### **6.2 SAFETY**

An employee does not have to work in a situation, which is immediately dangerous to himself/herself. "Immediately dangerous" shall mean a situation that could cause death or serious physical harm to the employee. Where an employee has good and sufficient reason to believe the job is immediately dangerous, he/she shall notify the principal who shall make the determination. If the principal determines that the job is not immediately dangerous, the employee must perform the job assigned, or, if he/she disagrees, he/she may be sent home without pay. If the job is not immediately dangerous to the employee, the employee may be disciplined by the Board for his/her refusal to work in a given situation. In any event, no employee shall take any steps to prevent another from working in the situation.

#### **6.3 WORK ENVIRONMENT**

Employees shall be provided a secure place to store their personal belongings.

#### **6.4 CAUSE EDIT**

No employee, except for probationary employees, shall be discharged without cause.

#### **6.5 ADMINISTRATION OF MEDICATION**

In accordance with Section 10-22.21b of the *School Code*, under no circumstances shall employees (except certified school nurses and non-certificated registered professional nurses) be required to administer medication to students. Employees are not prohibited from providing emergency assistance to students.

**ARTICLE VII**

**PROFESSIONAL COMPENSATION AND  
RELATED PROVISIONS**

**7.0 SALARIES**

Salary schedules showing the hourly wage ranges of the various employee positions for new hires are set forth in Appendix A .

**2020-2021** 6% hourly increase added to the employee's base salary

**2021-2022** 5.5% hourly increase added to the employee's base salary

**2022-2023** 4.0 % hourly increase added to the employee's base salary

**2023-2024** 4.0% hourly increase added to the employee's base salary

New Hires shall be compensated at the starting salary on the new hire credit placement schedule. Up to five (5) years experience credit shall be granted for an internal transfer based upon current years of service within the District. Each year experience credit will be calculated at 1% per year above the current year starting salary..

**7.1 EXTRA DUTY STIPENDS**

Employees who supervise extra-curricular activities after their regularly scheduled workday will receive an hourly rate based upon the rate of pay specified in the WTA contract for such work.

**7.2 TRAVEL ALLOWANCE**

Employees who are regularly assigned to work at more than one (1) school, or who are required to leave the District on school business, shall receive a mileage reimbursement allowance at the then current rate as determined by the Board.

**7.3 TUITION REIMBURSEMENT/CONFERENCES/CERTIFICATIONS**

Employees shall be reimbursed up to Four Hundred Dollars (\$400.00) annually for the cost of taking a class (including books/manuals required for the course) at an accredited college, a continuing education class or conference directly related to the employee's job, or food service sanitation certification classes, and for reasonable travel expenses and mileage reimbursed for workshops and conferences up to Two Hundred Dollars (\$200.00) providing:

1. Prior approval is obtained from the Superintendent;

2. A passing grade or documentation of satisfactory completion of the course is provided;
3. Specific evidence of completion is submitted to the Superintendent or his/her designee within ninety (90) days of the completion of the course;
4. Specific evidence of payment for the course by the employee is submitted to the Superintendent or his/her designee within ninety (90) days of the completion of the course;
5. No employee shall be eligible for tuition reimbursement who was not employed in the District the previous school year;
6. Reimbursement shall be paid after the next regular Board meeting following satisfactory completion of requirements listed above.

#### **7.4 UNIFORM**

Once per fiscal year upon the request of the employee or on the decision of the Board, the Board shall reimburse all non-probationary regular school-year food service employees up to \$200 for purchase of the required apron and approved shirts and pants, upon submission of receipts to the Business Office. Non-probationary part-time food service employees shall be reimbursed up to \$150 per year. Regular substitutes utilized by the food service shall be reimbursed up to \$50 per year.

#### **7.5 WORKING IN HIGHER CLASSIFICATION**

When an employee is assigned to fill a position on a temporary basis in a higher paid job classification, that employee shall receive a ten (10%) percent differential for all hours worked in the higher category after being assigned for at least five (5) full consecutive working days.

#### **7.6 INTERNAL SUBSTITUTES**

If a qualified employee substitute teaches a class for a portion of their regularly scheduled work day, he/she shall be paid at the internal sub rate as listed in the WTA contract, or his/her regular rate of pay, whichever is higher, for each class taught.

Qualified employees who serve as substitute teachers for an entire school day, will receive either their regular pay or the substitute teacher day rate of pay, whichever is higher for that day.

### **ARTICLE VIII**



## LEAVES

### **8.0 SICK LEAVE**

Full-time twelve (12) month employees who work at least 260 days per year and regular school-year employees who work five (5) days per week and six (6) or more hours per day shall receive fourteen (14) sick leave days per year.

In accordance with Section 24-6 of the *School Code*, as amended, employees who work less than six (6) hours per day and are IMRF eligible (under the 600 hours standard) shall receive ten (10) sick days per year.

Sick leave may properly be taken because of personal illness, quarantine at home, serious illness or death in the immediate family, or for birth, adoption, or placement for adoption. The immediate family for purposes of this Section shall include: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and any other person who lives in the employee's residence as a member of the household, except servants.

A statement from the employee's doctor or a doctor of the Board's choice may be required by the administration to establish eligibility for sick leave when abuse of the sick leave provisions is suspected or when there has been a record of excessive or repetitive absences or where the employee has been absent three (3) or more consecutive days. A doctor's statement shall also be required for any absence for birth beyond thirty (30) school days.

### **8.1 SICK LEAVE BANK**

Employees shall be eligible to participate on a voluntary basis in a District 201 Sick Leave Bank in accordance with the following terms and conditions:

- A. The sick leave bank shall be used only for the catastrophic personal illness, disability, or injury of an employee which requires continuous and prolonged absence from work. The Sick Leave Bank shall not be available for illness, disability, or injury of any other person related to the employee on an unpaid leave of absence.
- B. An employee may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank annually. When the total number of days in the Bank equals twice the number of participants, no yearly contribution will be required until the Bank is depleted to the number of days equal to the number of participants. All participant contributions of sick days are irrevocable.
- C. An employee who is a current participant and who has a catastrophic illness, disability, or injury which requires continuous and prolonged absence from work, as determined by the District Sick Leave Bank Advisory Board, shall be able to utilize sick days from

the Bank after his/her own accrued sick, personal, and vacation leave days have been exhausted and a five (5) day salary deduction period has transpired for each illness or disability. The employee must submit a written request to the Advisory Board that identifies the reason for the request and the number of Bank days needed. The Advisory Board may also require additional information regarding the employee's illness, disability, or injury (i.e., a report from the employee's physician confirming the reason and the prognosis which necessitates use of the Bank for the number of days requested by the employee). The employee must also satisfy any other requirements for use of the Bank established by the Advisory Board.

- D. The maximum number of Bank sick days that may be used for any single illness, disability, or injury shall be sixty (60) days.
- E. Participants utilizing sick leave days from the Bank will not be required to replace those days.
- F. A participant withdrawing from the Sick Bank for whatever reason will not be allowed to withdraw his/her contributed sick days.
- G. Employees appointed by the Association shall serve on a District Sick Leave Bank Advisory Board with other District employee groups to implement and administer the Bank. The Advisory Board must adopt rules and procedures for the administration of the Bank and for the determination of issues relating to eligibility, enrollment and participation, and utilization of the Bank, including criteria for catastrophic illnesses, which determinations shall be final and not reviewable or appealable by an employee. The Advisory Board shall provide appropriate regular and timely reports on the use and administration of the Bank to the Superintendent or designee, which shall be responsible for all record keeping.

**8.2 DISABILITY LEAVE**

An employee who is absent because of disability or incapacity shall be deemed temporarily disabled as defined below and shall be entitled to maintain his/her employment rights. The period of temporary disability shall be calculated from the initial date of the employee's absence:

<u>Employed in District</u>	<u>Temporary Disability</u>
0 thru 4 years -	less than 60 consecutive school days or the exhaustion of paid leave, whichever happens last.
5 thru 20 years -	less than 135 consecutive school days, or for less than 102 out of 135 school days from the same illness or incapacity or the exhaustion of paid leave, whichever happens last.

21 or more years -

less than 180 consecutive school days, or for less than 135 out of 180 school days from the same illness or incapacity or exhaustion of paid leave, whichever happens last.

If a temporarily disabled employee does not have sufficient accumulated sick leave days or unpaid leave under the federal *Family and Medical Leave Act* to cover the duration of his/her absence, the Board shall grant the employee an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days shown above as calculated from the onset of the disability.

Any employee who remains disabled or incapacitated after the period of temporary disability defined above and after the exhaustion of all accumulated sick leave days may request an additional extended leave of absence without pay. In its sole discretion, and considering any reasonable accommodations as required under the *Americans with Disabilities Act*, the Board may grant such a request in accordance with the terms and conditions applicable to all unpaid leaves as set forth in Section 8.7 of this Agreement.

### **8.3 DOCK DAYS**

Employees who utilize dock days without prior approval from the Superintendent or designee shall be deemed to have abandoned their jobs and shall be ordinarily dismissed by the Board. Employees who are subject to dismissal for utilizing dock days without prior Superintendent approval may present extenuating circumstances to the Superintendent. It is understood that the "extenuating circumstances" exception shall be narrowly construed.

### **8.4 PERSONAL LEAVE**

Full time twelve (12) month employees, regular school-year employees and part-time employees who work five (5) days a week, shall receive one (1) personal day per year. Personal leave shall be for business that cannot be conducted at times other than during the employee's workday. Employees shall, in writing, generally state the reason for their absence. In order to be eligible for personal leave, the employee must give the principal forty-eight (48) hours notice, where possible, or if not possible, as soon thereafter as the employee knows of the reason to be absent for personal leave. Personal days may not be used before or after a holiday according to Board policy. Unused personal leave days may accrue as sick days.

When an employee has been absent less than five (5) days in a school year, that employee shall be awarded an additional bonus leave day for the next school year. An employee may accrue up to two (2) personal and two (2) bonus days; anything above that may accrue as sick leave days.

Part-time employees who work three (3) hours per day (and are not eligible for annual sick leave allotments), but less than five (5) days per week, shall receive one (1) personal day per year. Such personal days may accumulate up to four (4); however; thereafter, any personal days earned shall become banked sick days, with no limit on the amount accumulated.

**8.5 BEREAVEMENT LEAVE**

Any employee who works six (6) hours per day or more and all part-time employees who work less than six (6) hours per day shall be granted up to four (4) days of absence with pay due to a death of the employee's immediate family. The immediate family shall be limited to: parents, spouse, brothers, sisters, children, grandparents, guardians, stepchildren, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and any other person who lives in the employee's immediate household except servants. A 6-hours per day or more employee shall be granted one (1) day of absence with pay due to the death of the employee's grandparents-in-law, aunt, uncle, or step-grandchildren. Proof of death shall be provided to the Business Office to substantiate leave. Such leave shall not be deducted from the employee's sick leave.

Employees may request extended leave due to a death of a parent, child or spouse. Such requests shall be at the discretion of the Superintendent.

**8.6 JURY DUTY**

An employee who loses time on days, on which he/she is scheduled to work due to serving on a jury or who are subpoenaed to testify in court on behalf of the District shall have his/her pay reduced by the amount of jury duty compensation. The jury duty paycheck stub will be forwarded to the Administration Office. He/she shall give notice to the principal of the dates of his/her absence upon receipt of any notice of jury duty. A request for approval of leave will be completed and evidence of such jury service attached thereto. The employee may keep monies received for meals, lodging and mileage.

**8.7 HOLIDAYS**

Full-time and regular school-year employees, as defined in Article 4, shall receive ten (10) paid holidays. .

**8.8 FMLA (FAMILY MEDICAL LEAVE ACT)**

Eligible employees who meet the federal guidelines for FMLA are entitled to twelve (12) weeks of unpaid family and medical leave during a twelve (12) month period in accordance with the *Family and Medical Leave Act* (FMLA), as calculated under the "rolling" 12-month period measured backward from the date the employee uses any FMLA leave

FMLA leave may be used in conjunction with other leaves under this Article 8 for a purpose consistent with the FMLA (i.e. sick leave, personal business leave, bereavement leave, parental leave, and unpaid leave of absence). Time on these leaves shall be counted against the leave time that may be taken under the FMLA. An employee returning within the twelve (12) weeks of FMLA leave used in conjunction with any of the foregoing leaves, shall be returned to the position the employee would have held if the leave had not been taken or to a similar position if in the best interest of the educational program. Nothing in this section diminishes or expands the Board's or an employee's rights and duties under the FMLA except as specifically provided in this section.

**8.9 VACATION DAYS**

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

<b>Length of Employment</b>	<b>Monthly Accrual</b>	<b>Vacation Accrued</b>
1 to 2 years	0.83	2 weeks
3 years	0.92	2 weeks, 1 day
4 years	1.00	2 weeks, 2 days
5 years	1.08	2 weeks, 3 days
6 years	1.17	2 weeks, 4 days
7 years	1.25	3 weeks
8 years	1.33	3 weeks, 1 day
9 years	1.42	3 weeks, 2 days
10 years	1.50	3 weeks, 3 days
11 years	1.58	3 weeks, 4 days
12 years	1.67	4 weeks

Part-time employees who work at least half-time (.5 FTE) are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year.

**8.10 UNPAID LEAVE OF ABSENCE**

The Board may grant an employee a leave of absence without pay for the care of an immediate family member. The grant and duration of such leave shall be within the sole discretion of the Board, and all decisions by the Board concerning unpaid leave may not be grieved and shall not set any precedent.

## **ARTICLE IX**

### **RETIREMENT**

#### **9.0 RETIREE HEALTH INSURANCE**

To be eligible for District 201 retirement health insurance benefits, a full-time and regular school-year employee must have at least ten (10) years of service to the District immediately preceding retirement. Up to \$2,050 per year for five (5) years will be allotted to each retiree, who retires in accordance with Illinois Pension Code and IMRF regulations, for insurance costs for those choosing an insurance company other than the carrier being used by the District. The sum of \$2,050 will be paid directly to the insurance carrier.

#### **9.1 UNUSED SICK DAYS**

Full-time and regular school-year employees with at least ten (10) years of service to the District, who retire from District 201, in accordance with Illinois Pension Code and IMRF regulations, will receive a bonus of forty dollars (\$40) for each accumulated sick day not used for IMRF credit, limited to forty (40) days, provided the employee receives a satisfactory evaluation in the last full year of service. Part-time employees with at least ten (10) years of service to the District, who retire from District 201, in accordance with Illinois Pension Code and IMRF regulations, will receive a prorated bonus of forty dollars (\$40) for each accumulated sick day not used for IMRF credit, limited to forty (40) days, provided the employee receives a satisfactory evaluation in the last full year of service. The bonus shall be paid in a lump sum no earlier than one (1) week after the conclusion of the first calendar month following the month in which the employee resigned from employment for purposes of retirement, such that the payment will not constitute IMRF earnings (e.g., for an employee terminating employment on June 30, 2015, the bonus payment will be made after the first week in August, 2015.)

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

#### **10.0 GRIEVANCE AND ARBITRATION OBJECTIVE**

It is the declared objective of the Association and the Board to encourage the prompt resolution of grievances or complaints of employees covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances or complaints.

## 10.1 GRIEVANCE AND ARBITRATION PROCEDURES

- A. "grievance" shall mean a complaint by an employee, group of employees, or the Association that there has been a violation or misinterpretation of the provisions of this Agreement. Administration answers to grievances shall include reasons.
- B. Informal Procedure: It is understood that an attempt to resolve a potential grievance will be made informally through discussion between the grievant(s) and his/her immediate supervisor before a formal grievance is filed.

- C. Grievances shall be processed as follows:

### Step 1

Any grievant(s) who has/have a grievance shall submit it in writing, with the remedy sought, to and discuss it with his/her immediate supervisor. A grievance shall set forth the facts and the specific contract provisions upon which the complaint is based in sufficient detail to allow the immediate supervisor to respond thereto. The grievant(s)' supervisor shall answer all written grievances in writing within five (5) days after such presentation. The grievant(s) may have his/her Association representative(s) present if he/she wishes.

### Step 2

If the grievance is not settled in Step 1 and the grievant(s) wishes to appeal, the grievance may be referred by him/her in writing to the superintendent or the superintendent's designee within ten (10) days after the answer in Step 1 and shall be signed by both the grievant(s) and the Association representative(s). The Superintendent or his designee shall discuss the grievance within five (5) days with the grievant(s) and the Association representative(s) at a time mutually agreeable to the parties. The Superintendent or his designee shall give his written answer to the Association and the grievant(s) within three (3) days following their meeting.

### Step 3

If the grievance is not settled in Step 2 and the Association, but not the grievant, desires to appeal, it shall be referred in writing by the Association to the Board within ten (10) days after the answer in Step 2. The Board shall, at its next meeting, at least five (5) days after receipt of the appeal, discuss the grievance with the grievant(s) and the Association representative(s). The Board shall give its written answer to the Association within ten (10) days after the Board meeting.

### Step 4

If the grievance is not settled in accordance with the foregoing procedure, the Association (but not the grievant) may refer the grievance to arbitration within thirty (30) school days after receipt of the Board's answer in Step 3. The Association or the Board may submit the grievance to final and binding arbitration. The American Arbitration Association (AAA) shall be requested to submit the names of suggested arbitrators to the parties.

The parties shall select an arbitrator in accordance with AAA rules. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law.

The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and employees and shall be immediately implemented.

The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

- D. A grievance clearly on behalf of all employees or a specific classification of employees employed by the Board, or one involving more than one building, may be initiated at Step 2.

## **10.2 TIME LIMIT FOR FILING**

No grievance shall be entertained or processed unless it is submitted within thirty (30) days after the grievant(s) had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. The failure to act within the time limits herein shall bar further appeals. Time is of the essence to this Agreement. Time limits may be extended only by mutual written agreement. Failure to communicate a decision within the specified time limits shall permit the Association to proceed to the next step.

## **10.3 DEFINITION OF "DAYS"**

Wherever, in the grievance and arbitration section of this Agreement, "days" are used, the parties intend them to be days that the Administration offices are open.

## **10.4 REPRESENTATION**

Association representative(s) may be present at any meeting, hearings, appeal, or other proceedings (except for board executive sessions where the grievant is not present) relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any grievant(s) having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.



## **10.5 REPRISALS**

No reprisals of any kind shall be taken by the Board or the Administration against a grievant(s) because of his/her participation in this grievance procedure. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **ARTICLE XI**

### **INSURANCE**

#### **11.0 INSURANCE ELIGIBILITY**

All Association employees who work a minimum of five (5) days per week and six (6) hours per day shall be eligible for the District insurance benefits.

Current eligible employees who are not enrolled in the District insurance program as of the date of ratification of this Agreement, shall be eligible for either single and/or family coverage during any open enrollment period. For reasons of a life-changing event, those employees shall be eligible to enroll at any time.

#### **11.1 INSURANCE**

The Board will fund a portion of the medical insurance premiums for eligible employees who participate in the District health insurance programs. For the duration of this Agreement, the Board will contribute 95% of the cost of individual insurance, including 95% of any increase in individual coverage costs up to 5%. The Board will contribute 90% of the cost of family coverage for employees hired prior to 1991 and 80% of the cost of family insurance for employees hired after 1991, including 90% and 80% respectively, of any increase in family coverage costs up to 5%. If the individual or family insurance premium increases exceed 5% in any year of this Agreement, then the employees shall pay for 75% of the amount of the increase exceeding 5% and the Board shall pay for 25% of the increase exceeding 5%. The Board and employee contribution costs will be calculated based on the dollar amounts paid in the prior year of the health insurance program.

The Board shall fund a portion of the dental insurance premiums for each year of this Agreement. The Board shall pay sixty percent (60%) of the cost of the individual dental insurance premium/cost for eligible employees participating in the plan. The Board shall pay the individual rate plus twenty percent (20%) of the family dental insurance premium/cost for eligible employees participating in the plan.

#### **11.2 INSURANCE COMMITTEE**

A District Insurance Committee made up of Association members, the District Business Manager, WTA representatives, and WCMA representatives and other people as directed by the Board, will meet yearly, starting no later than October, to review the insurance experience and be involved in the process of renewal, selection of new insurance carriers and/or insurance specifications. The Insurance Committee may make recommendations to the Board regarding provisions of the medical insurance plan. The ultimate right of selection shall remain with the Board.

### **11.3 FLEXIBLE BENEFIT PLAN**

The Board shall maintain a salary reduction plan, which meets the requirements of Section 125 of the *Internal Revenue Code* and Treasury Regulations promulgated there under. If, at any time, Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

An employee may annually elect to participate in the salary reduction plan by choosing to receive benefits described above. The amount elected shall be deducted from the employee's compensation. The plan shall be on the calendar year. By October 30 of the year proceeding the plan year (or sooner if renewal requires.), each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

1. Premiums for group medical, dental, or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board and/or;
2. Reimbursement for any amount of deductibles or out of pocket expenses under the group insurance described in (1) above, and for any other qualified unreimbursed medical care expenses as defined and allowed under the *Internal Revenue Code*. The maximum salary reduction amount for such medical reimbursements shall be the maximum established by the Internal Revenue Service for each plan year.
3. By law, Section 125 money may not be used for any cosmetic procedures.
4. Reimbursement for qualified dependent care assistance as defined and allowed under the *Internal Revenue Code*.

The amounts designated may not be changed during the plan year, unless there is a change in family status or other circumstances provided in Section 125 and/or Treasury Regulations promulgated there under. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during that year or carried over to a succeeding plan year, and such amounts become the property of the plan.

The dollar amount of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.

Claims for reimbursement must be for services rendered during the length of the plan year.

The District Insurance Committee will recommend a third party to administer the program. The Board reserves the right to make the final selection of administrator of the program. Fees associated with the program will be paid by the employee.

## **ARTICLE XII**

### **EMPLOYMENT STATUS**

#### **12.0 SENIORITY DEFINITION**

Seniority shall mean the length of continuous service of an employee covered by this Agreement from the date of his/her last hire by the Board. Continuous service will not be interrupted by any Board approved leave of absence, but seniority will not accrue during such leaves.

In the event that seniority is equal between employees, the following procedures shall be used as tie-breakers in the listed order:

1. Previous years of experience inside the District.
2. Principal or supervisor's written recommendation with input from supervising teacher if appropriate.
3. By lot.

For the purposes of this Agreement, all employees shall be placed in one of the following seniority classifications based on their current assignment. The following seniority classifications shall be identical to the seniority list.

- A. Secretaries
- B. Nursing positions not requiring State Board of Education License
- C. Teaching Assistant
- D. Food Service Employee
- E. Library/Media Center Assistant

- F. Interpreters
- G. Accompanists
- H. Registrar

A seniority list shall be given to each employee no later than January 15 of each school year. Any employee who disagrees with his/her placement on the seniority list must notify Administration in writing by February 1st of each school year.

### **12.1 PROBATIONARY PERIOD**

A new employee shall be considered on probation for a period of one (1) calendar year of scheduled working days, in their primary job assignment, excluding weekends and holidays, of continuous employment, during which time, the Board shall have the sole and absolute right to discipline, discharge, or retain the employee in its own discretion. The candidate having successfully passed their one (1) calendar year probationary period shall be placed on the regular seniority list and his/her seniority date shall revert to the employee's date of hire by the Board.

### **12.2 TERMINATION**

Continuous service of an employee shall be broken, seniority rights, if any, lost, and the employment relationship terminated by the employee's: (a) voluntary quit, (b) involuntary discharge, (c) not working for three (3) months or more, unless the employee qualifies for a longer-term disability leave under Section 8.1 of this Agreement; (d) absence without acceptable notice to the Board or without cause, such as, but not limited to, a misrepresentation for absence or absence for unreasonable or unnecessary personal reasons, (e) excessive absenteeism or tardiness, (f) failure to indicate within forty-eight (48) hours an intention to report for work within three (3) calendar days after notice by the Board to return to work following a layoff (certified mail, return receipt requested, addressed and sent to the employee's last address known to the Board shall constitute sufficient notice by the Board), and (g) failure to return following the expiration of a leave of absence or misrepresenting the reason for a leave of absence or obtaining other employment during a leave of absence.

### **12.3 STAFF REDUCTION AND RECALL**

In layoffs, seniority shall govern, provided that in the Board's judgment the training, skill, efficiency, knowledge, and ability to perform the work is equal among the employees involved. Layoffs shall be by category of position as established in this Article. In the event the Board recalls employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off, provided the Board determines that the employee is able to do the work to the Administration's satisfaction.

## ARTICLE XIII

### NEGOTIATIONS AND TERMINATION

#### **13.0 NEGOTIATIONS**

The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. 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, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

#### **13.1 SAVINGS CLAUSE**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, section, or clause, as the case may be, shall be automatically 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 duration of the Agreement if not affected by the deleted article, section, or clause.

#### **13.2 ENTIRE AGREEMENT**

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this agreement with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the agreement.

**TERM OF AGREEMENT**

This agreement shall be effective from July 1, 2020 through June 30, 2024.

In witness thereof:

**FOR THE WESTMONT EDUCATION  
SUPPORT PERSONNEL ASSOCIATION**

Katherine C. Kinsley  
President

Date: 11/23/21

\_\_\_\_\_ Date: \_\_\_\_\_

**FOR THE BOARD OF EDUCATION,  
COMMUNITY UNIT SCHOOL DISTRICT 201**

[Signature]  
President

Date: 11.16.21

[Signature]  
Secretary

Date: 11/16/21

**WESPA COMPENSATION**

**New Hires Credit Placement:**

New Hire Salary Placement, effective 2021-2022 through duration of this Contract.  
 Starting salaries will be increased by CPI each year of the contract. Starting salaries to be increased at mandated time if less than state minimum.

Principal's Administrative Assistant	15.75	15.91
Administrative Assistant	13.99	14.13
Paraprofessional (cert)	13.62	13.75
Paraprofessional (4 YR Degree)	13.37	13.50
Paraprofessional (non cert)	13.12	13.25
Nursing Positions	19.85	20.05
Accompanists	16.93	17.10
Head Cook	17.50	17.68
Baker	12.84	12.97
Assistant Cook	14.28	14.42
General	8.97	9.06

**Licensed Teaching Assistant Pay Differential:**

Paraprofessional who currently hold, pursue or obtain a four-year degree will earn an additional .25 cents per hour.  
 Paraprofessional who currently hold, pursue or obtain a Professional Educator License will earn an additional .50 cents per hour.

**Longevity Bonus:**

\$750 for employees with 20 or more years of service to the District beginning in the 20<sup>th</sup> year.

**Salary Increases for Existing Employees**

See Section 7.0 of the Contract.