

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF SCHOOL DISTRICT NO. 65
EVANSTON, ILLINOIS**

AND

**DISTRICT 65 EDUCATIONAL SECRETARIAL AND CLERICAL ASSOCIATION,
ILLINOIS EDUCATION ASSOCIATION-NEA**

FOR

SCHOOL YEARS 2020-2021 AND 2021-2022

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ARTICLE I

RECOGNITION

The Board of Education of Evanston Skokie Community Consolidated School District #65, Cook County, Illinois (hereinafter the “District”), hereby recognizes the Illinois Education Association-NEA, and its affiliated local the District 65 Educational Secretarial and Clerical Association (hereinafter “DESC” or the “Association”), as the sole and exclusive bargaining representative for all full-time and regular part-time Administrative Assistants, clerical employees, health clerks, nutrition service employees, technology specialists, library media assistants, registered nurse and the bilingual transportation specialist employed by the District. Such representation shall exclude the Superintendent’s executive assistant, Assistant Superintendent’s executive assistant, Assistant Superintendent of Business Services’ executive assistant, Assistant Superintendent of Human Resources’ executive assistant, Communication Director’s executive assistant, and the Assistant Superintendent of Special Services’ executive assistant, the personnel documents specialist, confidential, managerial and supervisory employees as defined in the Illinois Educational Labor Relations Act, and all other employees. “Bargaining unit member,” “employee,” or “administrative/clerical employee” when used hereinafter in this Agreement shall refer to all employees represented by the IEA- NEA/DESC, in the bargaining unit as above defined. The term “District” or “employer” when used hereinafter in this Agreement shall refer to the District or its administrative or supervisory personnel.

ARTICLE II

DUES DEDUCTION

- A. Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the District a written authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The continuous authorization shall remain in effect from year to year unless the employee revokes said authorization in writing between the start of the school year and October 1 of any year.
- B. The District shall deduct from each employee's pay the current dues of the Association provided the District has received an official written notification of the dues amount or increase thereof. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the bargaining unit member each month beginning in October and ending in June of each year. The District shall remit said deducted dues to the Association within fifteen (15) days following the pay period deduction. The District shall deduct the dues authorized for those employees who are employed after the commencement of the school year in as equal installments as possible to insure the proper dues are deducted for those employees by June of the school year.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

A. Notice of Board Meetings/Right to Appear

When practicable, the president of the Association or the president's designee shall be sent written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting. In keeping with Board policy, the Association president or designee shall be given the opportunity to express the Association's views and make recommendations to the Administration or Board on issues which impact all bargaining unit employees.

B. Official Board Minutes

One (1) copy of all official Board minutes shall be emailed to the Association President within three (3) days after they are posted on the District's website.

C. New Employees

1. Names and addresses of newly hired bargaining unit employees shall be made available upon request to the Association President within fourteen (14) days of their employment. Further, an updated list of the names and addresses of all bargaining unit employees will be sent to the Association President by October 1 of each year.
2. The District will notify the Association President of bargaining unit employment status changes within ten (10) working days of Board approval.

D. Meeting on District Property

The Association and its representatives shall have the right to hold a reasonable number of official meetings per year on District property, related to the Association's role as

bargaining agent for bargaining unit employees, provided that such meetings in no way interfere with District use of said property and provided that when special, custodial service is required, the Association will reimburse the District for the cost of same.

E. Use of District Equipment

The Association and its representatives shall have the right to use District telephones for non-toll calls only, typewriters, personal computers, calculators, audiovisual and duplicating equipment, and other available District technology, to the extent that such use pertains to the Association's role as bargaining agent for bargaining unit employees, provided that such use in no way interferes with District use of said equipment and provided that the Association will reimburse the District for any additional costs related to the Association's use of this equipment.

F. Association Bulletin Board Space

In keeping with Board policy, the Association shall have the right to post notices of activities and matters of Association concern on an Association-supplied bulletin board for support staff, of reasonable size, to be located at each work site. The Association may use the District mail service and employee mailboxes, in keeping with Board policy, for a reasonable volume of materials pertaining to the Association's representation of bargaining unit employees.

G. Staff Directory

The DESC and its President shall be listed in the Staff Directory which is prepared annually by the District, provided the information is supplied to the District by October 1st.

H. Authorized Agreement - Copies

Upon completion of negotiations, an authorized agreement shall be signed by the Board of Education President and the President of DESC. A copy of this agreement will be distributed to all employees, including employees upon initial hire. The cost of providing these copies shall be borne equally by the District and DESC.

I. Association Leave

The District will permit employees from the bargaining unit to be absent from work without loss of pay for up to a maximum total for the entire bargaining unit of ten (10) days per school year for official Association business on the following conditions:

1. the Association shall reimburse the District for the cost of substitute(s) if employed;
2. the Association President shall deliver to the Superintendent written notification of the leave at least ten (10) calendar days (and make every reasonable effort to do so at least fourteen (14) calendar days) in advance of the commencement of the leave; and
3. no more than seven (7) employees (one (1) of whom can be a technology assistant and two (2) of whom can be nutrition service employees) shall be on such leave at the same time.

J. Employee Indemnification

The Board shall agree to indemnify and protect all bargaining unit employees against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent and wrongful acts allegedly committed during the scope of employment or under the direction of the Board. There shall be no deduction in salary

for time lost as a result of legal or administrative proceedings held pursuant to the Board's commitments for indemnification and defense in this section.

K. Complaint Against Employee

Any complaint deemed by any administrator or Board member to justify investigation and/or disciplinary action shall be brought to the attention of the employee involved within five (5) working days. Except in cases of extreme emotional instability or alleged criminal action, when the safety and health of the pupils and/or other person(s) are in jeopardy, no action shall be taken until such information has been supplied to the employee.

L. Student Medication

Under no circumstances will employees be required to administer medication to students; however, those employees who voluntarily assist in self-administered medication or provide emergency assistance to students within the scope of their employment will be indemnified as provided in Article III, §J of this Agreement. The District and the Association recognize that health clerks do voluntarily assist in self-administered medication within the scope of their employment.

M. Information Requests

When the Association requests information from the District which the Association needs in order to intelligently perform its function as bargaining representative for the bargaining unit employees, and which the District is required to furnish under the Illinois Educational Labor Relations Act, the District will respond within fourteen (14) days of the submission of the request. The Association President and Assistant Superintendent of Human Resources shall agree on an extension of this deadline due to extenuating circumstances.

N. Job Classifications

All bargaining unit employees shall be given a copy of their job description upon initial employment.

O. Courtesy and Professionalism in Relationships

The parties recognize that the basis of professional relationships among bargaining unit employees, administrators and Board members shall be one of common courtesy and mutual respect, and free from bullying behavior at all times. Disputes regarding this provision shall be resolved solely with the Superintendent at Step II of the grievance procedure in Article VII of this Agreement.

ARTICLE IV

EMPLOYEE DISCIPLINE

A. Right to Representation

Upon request, a bargaining unit employee shall be entitled to have present a representative of the Association during any meeting relative to disciplinary action.

B. Probationary Period, Suspension and Discharge

New hires will be in a probationary period for ninety (90) work days. The probationary period provides a new employee an opportunity to demonstrate they have the skills and capacity to fulfill their job responsibilities. The probationary period also provides the District adequate time to determine whether or not a new employee has the skills and capacity to complete the duties and responsibilities they were hired to fulfill. The supervisor shall meet with the new employee within one (1) week of hire to review the evaluation tool that will be used to assess the employee's performance, as well as to set expectations related, but not limited to, performance, professionalism, policies, and procedures. After employees have satisfactorily completed their probationary period with the District, they shall not be suspended without pay, demoted, or discharged without just cause.

ARTICLE V

EMPLOYEE EVALUATION

A. Evaluation

Upon initial employment, bargaining unit employees shall be advised of the District's evaluation procedures by the Human Resources Office. No formal evaluation shall take place until this has been done. Each employee shall have a conference with their immediate supervisor at least every other year and will be provided a written evaluation of their job performance using the educational support personnel evaluation form. All employees will be notified at least fifteen (15) calendar days prior to their evaluation. Every reasonable effort will be made to evaluate twelve (12) month bargaining unit employees and technology specialists by July 1 but no later than July 15, and by the end of school attendance days for ten (10) month and eleven (11) month employees of any year in which the employee is formally evaluated. The evaluation period for bargaining unit employees DESC members assigned to twelve (12) month positions in the Business Office will be November 1 through October 31, but no later than November 15. The primary evaluator of the employee shall request input from the building principal/building administrator before completing the evaluation and provide a copy of any such input received to the employee before or at the time of the evaluation. The primary evaluator and/or building principal/building administrator shall be encouraged by the Assistant Superintendent of Human Resources to incorporate any feedback received from parents and community members regarding employees' job performance. Each employee shall have the opportunity to respond in writing to the evaluation. Each evaluation will become a part of the employee's personnel file.

B. Multiple Assigned Employees

All employees who have multiple building/work locations shall be assigned a primary evaluator.

C. Association Input

The District will provide the Association with a copy of any evaluation instrument related to administrative employees prior to the adoption of such an instrument and will consider comments of the Association concerning such instrument.

D. Notice of Non-Reemployment

Except in situations involving serious misconduct, no non-probationary administrative assistant/clerical employee or technology assistant will be dismissed without first having been formally evaluated in the school year of the dismissal. All accrued vacation time, or pay in lieu thereof, shall be granted within fourteen (14) days of employment termination.

E. Change of Evaluation Instrument

When the District changes evaluation instruments, it will provide employees with a copy of the new instrument by November 1 in the school year in which the instrument is to be used.

ARTICLE VI

PERSONNEL FILES

There shall be one official personnel file only. Employees shall have the right, upon reasonable notice, to review the post-employment contents of their own file. Employees shall have the right to a copy of any such item(s), provided they shall reimburse the District for the cost of such reproduction. Employees shall have the right to respond to any critical or derogatory material contained in their personnel file and to have such response placed in their personnel file. Employees shall be notified within ten (10) work days (days in which the Joseph E. Hill Administration Center is open) of any disciplinary matters placed in their personnel file.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association or any employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievance automatically to proceed to the next step. These time limits may be extended by mutual written agreement.
3. All time limits shall consist of days when the District's Joseph E. Hill Administration Center is open.

B. Procedures

The parties hereby acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. Step I—Within twenty (20) days following the occurrence of the event giving rise to the grievance, the employee or the Association may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's

representative, the grievant, and the immediate supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Assistant Superintendent of Human Resources' written response, including the reasons for the decision.

2. Step II—If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the Step I answer. The Superintendent or designee shall arrange with the Association representatives for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and internal representatives as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's or designee's written response, including the reasons for the decision.
3. Step III—If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to arbitration through the American Arbitration Association ("AAA"), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Step II answer, then the grievance shall be deemed withdrawn. The arbitrator shall follow the standard rules of the AAA, and shall have no authority or jurisdiction to add to, subtract from, alter, or modify the terms of this Agreement. Arbitration awards, in keeping with the preceding sentence, shall be final and binding upon the parties. The arbitrator's fees and expenses shall be borne equally by the parties. If the parties agree, the arbitrator may follow AAA's expedited rules.

C. Bypass to Step II

If the Association and the immediate supervisor agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

D. Bypass to Arbitration

If the Superintendent or his designee and the Association agree, a grievance may be submitted directly to arbitration.

E. Association Participation - Employee Representation

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

F. Released Time

Should the investigation or processing of any grievance require that employees be released from their regular assignment, such employee shall be released without loss of pay or benefits.

G. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing a precedent.

H. Grievance Documents

Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.

ARTICLE VIII

LEAVES

A. Sick Leave

At the beginning of each school year, each full-time employee (and contracted nutrition service employee) shall be credited with ten (10) days of sick leave (eleven (11) for eleven-month employees and twelve (12) for twelve-month employees) — equal to the number of hours he or she regularly works each day — the unused portion of which shall accumulate from year to year without limitation. Sick leave days will be prorated for eligible employees who are hired during the school year. The sick leave days may be used for disability due to personal illness, accident, pregnancy or childbirth, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this section the immediate family or household includes parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, in-laws and legal guardians. Sick leave taken because of serious illness in the immediate family or household shall not exceed one (1) calendar month in any school year. Special exceptions may be made by approval of the Board.

B. Funeral Leave

Full-time employees and nutrition service contracted employees shall be granted up to three (3) days of funeral leave which may be used in connection with the death of a member of the employee's immediate family or household as defined in Paragraph A above, or member of the employee's domestic partner's immediate family. This is apart from sick leave and is non-cumulative.

C. Workers' Compensation

Absence due to injury or illness incurred in the course of employment and which qualifies for workers' compensation under the Illinois Workers' Compensation Act shall not be charged against the employee's sick leave days, provided that the employee shall pay to the District the salary insurance received under the Illinois Workers' Compensation Act for the duration of such absence.

D. Personal Business Leave

At the beginning of each school year, each employee shall be credited with two (2) days to be used for personal business. Employees planning to use a personal business leave day who have attendance issues may be asked for an explanation for the absence by their immediate supervisor. The granting or denial of a personal business leave day request will not be made in an arbitrary or capricious manner. An employee planning to use a personal business leave day or days shall notify his/her supervisor at least two days in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences regardless of the day of the week. However, the day preceding or following a legal holiday or school recess shall not be recognized as a personal business leave day except upon the approval of the Assistant Superintendent of Human Resources. Such leave shall be non-cumulative as personal business days, but will be added to the accumulated sick leave days available to the employee.

E. Jury Duty

Any employee called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage.

F. Statement of Available Leave

The District shall furnish each employee with a statement available electronically setting forth the total unused leave day credit available under this Article.

G. Unpaid Maternity/Parental Leave for Administrative Assistants, Clerks, Technology Assistants and Full-Time and Contracted Nutrition Service Employees

1. Unpaid Maternity Leave

a. If an unpaid maternity leave in connection with child-birth is desired, the employee shall arrange for a meeting with the Assistant Superintendent of Human Resources, or his/her designee. The purpose of the conference shall be to determine a mutually agreeable plan for the maternity leave.

b. Employees shall notify the Assistant Superintendent of Human Resources in writing if they desire to return after the leave is completed. The written notification shall be accompanied by a physician's written statement that the returning employee is physically able to resume full duties.

Employees who wish to return from maternity leave as soon as they are physically able shall be allowed to do so. Otherwise, employees shall return within six (6) months (three (3) months for contracted nutrition service employees), except that ten (10) month and eleven (11) month employees may postpone their return until commencement of the next school year even if doing so results in a leave of greater than six (6) months. Any employee returning from maternity leave shall be returned to a position comparable ("equal pay") to that which she held prior to the maternity leave, provided that nothing contained herein shall be interpreted to insulate employees on maternity leave from reductions in force.

- c. Employees whose maternity leave exceeds six (6) months shall submit the written notice of intention to return referred to in subparagraph b. above, no later than March 1st. Failure to comply with the notice-to-return requirements for maternity leave shall be treated as an election not to return to employment and shall be considered a voluntary resignation from the District.
- d. Any insurance benefits under the provisions of this Agreement which would otherwise accrue to an employee shall be suspended on the first day of the month immediately following the beginning of the leave of absence. Except as provided in Paragraph I (FMLA), any employee on maternity leave may make arrangements during said leave to continue insurance coverage as provided in this Agreement at her own expense. Any employee granted maternity leave who has completed ninety (90) days or more of the school year prior to said leave shall be considered to have completed a full year for purposes of any applicable advancement on a salary schedule.
- e. Any employee desiring maternity leave as a result of becoming an adoptive parent shall notify the Assistant Superintendent of Human Resources, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Assistant Superintendent of Human Resources of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Assistant Superintendent of Human Resources informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the

child. This subparagraph shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

2. Unpaid Parental Leave

Unpaid parental leave shall be granted to an employee, upon request, to begin any time between the birth or adoption of his/her child and three (3) calendar months thereafter. Subparagraphs a. through e. above shall apply to parental leaves except for the disability language of subparagraph b. and the first sentence of subparagraph c.

H. Unpaid Leave of Absence for Administrative Assistants and Clerks

A leave may be requested in writing for a period not to exceed one (1) year from the date of leaving. Whether or not to grant an unpaid leave of absence shall be at the complete discretion of the Board of Education. An employee shall notify the Assistant Superintendent of Human Resources in writing two (2) months prior to the expiration date of the leave if she/he desires to return after the leave period is completed. The employee shall be returned to as comparable a job as is practicable, but not necessarily the same position held prior to the leave of absence. Notwithstanding the foregoing, employees on unpaid leave shall not be insulated from reductions in force.

I. Family and Medical Leave Act (“FMLA”)

The District shall coordinate the benefits provided under this Agreement with those provided under the FMLA. To the extent required by the FMLA, the District will continue to provide hospitalization insurance to eligible employees on Family and Medical Leave for up to twelve (12) weeks in a rolling twelve (12) month period, on the same basis and contribution level as if they were on the active payroll. Any concerns related to the

application of this section may be brought to the attention of the Assistant Superintendent of Human Resources but may not be the subject of a grievance under this Agreement.

ARTICLE IX

MANAGEMENT RIGHTS

The Board retains the right to manage the District and its administrative/clerical employees and direct the work of the administrative/clerical employees in the manner it determines to be in the best interests of the District. Such right includes, but is not limited to, the right to: hire, discipline, and discharge employees; relieve employees from duty because of lack of work or other legitimate reasons; determine the duties, responsibilities, and qualifications of employees, and the manner in which the work is to be performed; determine the size of the work force; and establish and enforce rules and regulations applicable to employees, so long as such rules and regulations do not conflict with the express terms and conditions of this Agreement.

ARTICLE X

NO STRIKE OR WORK STOPPAGE

During the term of this Agreement there shall be no strike, work stoppage, picketing, or any other form of concerted activity by the administrative/clerical employees, the purpose of which is to cause District employees to render less than full and complete services to the District, by the Union, its members, or any employees covered by this Agreement. This prohibition applies to strikes and work stoppages for any reason, whether grievable or not.

ARTICLE XI

WORKING CONDITIONS

A. Work Year

The official work calendar will be established yearly and will become an Appendix to this Agreement. Prior to the establishment of the work calendar, DESC will be given an opportunity to provide input. The work year for bargaining unit employees shall be as follows:

- The work year for twelve (12) month administrative/clerical employees shall not exceed 261 days: 226 work days, 12 paid holidays and 20 paid vacation days.
- The work year for eleven (11) month administrative/clerical employees shall not exceed 261 days: 214 work days, 12 paid holidays and 18 paid vacation days.
- The work year for ten (10) month administrative/clerical/health clerk employees shall not exceed 216 days: 188 work days, 11 paid holidays and 17 paid vacation days.
- The work year for technology specialists shall be eleven (11) months. The work year for technology specialists will consist of 212 work days, 12 paid holidays and 13 paid vacation days.
- The work year for full-time contracted nutrition service employees shall be 188 days: 173 work days, 10 paid holidays and 5 vacation days.

B. Work Day

1. Administrative/Clerical

Each full-time employee is entitled to two (2) non-paid breaks per work day. For employees working seven (7) hours or more per day, the breaks shall be fifteen (15) minutes each—one AM and one PM. For employees working between six (6) and

seven (7) hours, the non-paid breaks shall be ten (10) minutes each—one AM and one PM. Half-time employees are entitled to one (1) non-paid ten (10) minute break per day. All full-time employees will have at least a thirty (30) minute non-paid duty-free lunch period.

2. Health Clerks

The normal workday for elementary school health clerks shall be six (6) hours. The normal workday for middle and magnet school health clerks shall be six and one-half (6 ½) hours. The non-paid breaks shall be ten (10) minutes each—one AM and one PM and one (1) thirty (30) minute non-paid duty-free lunch period.

3. Technology Specialists

Each full-time technology specialist normally works seven and one-half (7-1/2) hours or more per day, and has a one (1) hour non-paid duty-free lunch period.

4. Nutrition Service Employees

Each employee who works six (6) or more hours per day shall be entitled to two (2), non-paid ten (10) minute breaks, one in the morning and one in the afternoon. Employees who work between four (4) and six (6) hours per day shall be entitled to one (1), non-paid ten (10) minute break.

C. Flexible Hours

Unless otherwise specified by the Administration, normal work hours are from 8:00 a.m. to 4:30 p.m. for full-time, seven and one-half (7½) hours per day Administrative Assistants. However, if any Administrative Assistant or technology assistant wishes to apply for flexible hour consideration a written request should be made to the employee's immediate supervisor; such written request should include the new schedule requested, the impact on

the employee's work responsibilities, and the rationale for the change. If tentatively approved by the immediate supervisor, the request will be forwarded to the Assistant Superintendent of Human Resources for consideration and a final decision. Decisions regarding flexible hours will be made at the sole discretion of the Administration on a case-by-case basis in keeping with the needs of the District. Nothing contained in this section shall restrict the Administration's right to establish and revise work schedules as necessary. Upon request, the Association president will be informed of approved flexible hour requests.

D. Overtime

Overtime shall be at the request of the immediate supervisor and subject to the prior approval of the Assistant Superintendent of Human Resources unless in case of an emergency. Time and one-half will be paid for all time over forty (40) hours. The regular hourly rates will be paid through forty (40) hours. Payment for Sundays and/or holidays will be double the regular hourly rate after forty (40) hours at the regular rate. In a given work week, when a paid holiday occurs, the paid holiday will be considered as actual hours worked for purposes of overtime compensation (according to the number of hours in the employee's normal work day) and as such, those hours will be considered a portion of that forty (40) hour work week.

E. Substitution for Administrative Assistants and Health Clerks

An effort will be made to identify one or more people (especially retired former staff) who would be able to serve as a substitute when the need arises. In addition, inquiries will be made to all part-time Administrative Assistants and health clerks regarding their willingness to substitute during those hours when they are not working for the District.

The building administrator(s) may request a substitute following the normal request procedure established by the District.

F. Summer School Responsibilities

Every reasonable effort will be made to post known or anticipated administrative/clerical positions at least thirty (30) days prior to the first day of summer school. If summer school sessions are held in a building where no twelve-month Administrative Assistant is employed, the summer school Administrative Assistant will normally only be expected to perform duties for the immediate summer school administrator. On occasion, circumstances may necessitate an exception to this; however, the supervising administrator will strive to keep such exceptions to a minimum. In a building where a twelve-month Administrative Assistant is employed, if it is necessary for that Administrative Assistant to assist with the summer school program, allowances will be made with respect to the work load and time needed for completion of normal non-summer school duties. Summer school registration and pre-summer school duties will be assigned to the individual for that purpose. The summer school salary for ten-month Administrative Assistants will be \$1,400.

The District shall give full-time employees with absenteeism rates of 3% or less preference for summer employment opportunities for positions with functions similar to their regular job. The District will notify summer employment applicants of confirmed employment no later than ten (10) days after the final enrollment count is submitted. The final summer school pay check will be issued on the first regular pay day at least two weeks after the last day of the summer school program.

G. Safety

The Administration shall promptly review and respond to any safety concerns about the work environment which are communicated by the Association to the Administration.

H. C.P.R. Certification

As a condition of continued employment, all health clerks will be required to obtain and maintain C.P.R. certification by the District or an appropriate agency.

I. Good Attendance Bonus

If an employee is absent no more than one (1) day per semester, the employee will receive a gross \$125 bonus per semester. If the employee is absent no more than one (1) day each semester in a school year, the employee will receive an additional gross \$125 bonus for a total of \$375 for the school year. For purposes of this paragraph, absences caused by vacation, holiday, funeral leave, and jury duty do not count, but absences caused by sick days and personal days do count.

J. Labor Management Meetings

The parties agree to hold monthly labor/management meetings. The Association and Administration each shall select up to four (4) employees to participate.

K. Workplace Storage and Cell Phones

The parties agree to provide a secure storage space for technology assistants to store equipment and personal belongings and to provide a secure workplace in at least one of the buildings that a technology assistant services. If needed, the District will provide a building health clerk with a smartphone to monitor students who are diabetic.

ARTICLE XII

SENIORITY

Length of service with the District is one of the factors which the District will consider when laying off and recalling employees. To the extent required by law, the District will provide full-time employees with a written notice of layoff or dismissal due to a reduction in force or hours at least thirty (30) days in advance of said action, or five (5) days for a reduction in hours when the student population is reduced, together with a written statement of honorable dismissal, if applicable, and the reason therefor. Laid off employees will be considered for recall under this section for up to one year, except that ten-month employees who are laid off at the conclusion of the school year may be recalled until the commencement of the second ensuing school year. An administrative employee who was laid off from a position within Classification E, F, G, or H, who so elects, may displace the least senior administrative employee in either Classification C or D, if that employee has less seniority than the laid off employee. A health clerk who has been laid off from a position, who so elects, may displace the least senior health clerk, if that employee has less seniority than the laid off employee. A nutrition service employee who is laid off from a position within Classification B or C who so elects, may displace the least senior nutrition service employee in either Classification A or B, if that employee has less seniority than the laid off employee. A Technology Assistant II who is laid off, who so elects, may displace the least senior Technology Assistant I, if that employee has less seniority than the laid off employee. Employees who displace a least senior employee must have the required skills and training as determined by the administrator of the building and the Assistant Superintendent of Human Resources.

If, however, during the up to one year (or one year plus a summer for ten-month and eleven-month employees) during which a bargaining unit employee may be on layoff, the position from which the employee was laid off reopens, that employee will have recall rights to that position.

Moreover, if while an employee is on layoff, a vacancy exists in any position of equal Classification or less, the laid off employee will be given a priority interview to establish his/her qualifications for the position and, if qualified, will normally receive preference for the position. When employees are recalled, they retain all rights they had when they were laid off except to the extent that they used them when on layoff.

ARTICLE XIII

VACANCIES, PROMOTIONS AND TRANSFERS

A. Posting

When a permanent vacancy occurs within the bargaining unit or a new position within the bargaining unit is created, under normal circumstances such vacancy shall be posted online, in the Administration Center, and a copy will be sent to the DESC President. Applications will be accepted from employees within the bargaining unit for all posted District vacancies, including promotional opportunities.

B. Application for Transfer

An employee may at any time notify his/her immediate supervisor in writing if he/she is interested in a change in assignment to an existing vacancy within the same department/building. All applications for a transfer to a vacancy shall be referred to the Assistant Superintendent of Human Resources.

C. In-District Preference/Seniority

The District shall consider all bargaining unit employees when bidding for job openings within the bargaining unit. Among the factors the District shall consider are qualifications, length of service with the District and performance.

D. Involuntary Transfers

Should an involuntary transfer of a bargaining unit employee be necessary, seniority should be considered as part of the involuntary transfer process and the involved employee(s) shall be notified as soon as practicable and shall promptly have an opportunity to meet with the Assistant Superintendent of Human Resources or other appropriate administrator regarding same.

ARTICLE XIV

COMPENSATION AND FRINGE BENEFITS

A. Salary Schedule

1. Employees shall be paid in accordance with the applicable salary schedules set forth in Appendix A, as set forth below w:
 - a. FY21: DESC members paid on the Administrative Assistant and Clerical, Health Clerk and Technology Specialist salary schedules shall receive a 2.0% base increase, no step, paid retroactively to July 1, 2020.
 - b. FY22: All DESC members shall receive a 2.0% base increase, no step.
 - c. A one-time adjustment will be made to bring all nutrition service bargaining unit employees up to a minimum hourly rate of \$13/hour. In order to do this and maintain the delineation of pay across categories A, B and C, a 12.4% increase will be applied to the nutrition service salary schedule.
2. Full-time employees who do not move on the salary schedule in a particular year because they have reached the top step shall receive a one-time, gross lump sum bonus of one thousand three hundred dollars (\$1,300) in December of any such year. Such part-time administrative/clerical employees shall receive a bonus that is proportionate to their load (e.g., a part-time employee who has a one-half load who has reached the top step prior to the year in question would receive a gross payment of six hundred fifty dollars (\$650)).

B. Definition of Full-Time Employee

For all purposes under this Agreement, including benefit eligibility, “full-time employee” shall mean an employee who regularly is scheduled to work at least thirty (30) hours per week.

C. Pay Periods

Employees will be paid on the fifteenth (15th) and thirtieth (30th) of each month in which they are working. At the employee's option, the District shall distribute paychecks to each employee at his/her workplace, or directly deposit the employee's paycheck. Ten-month administrative/clerical employees who so elect may have their pay spread out over twelve (12) months.

D. Vacation for Administrative Assistants, Health Clerks

1. Ten-month Administrative Assistants/health clerks will receive seventeen (17) days of vacation in each full school year. The seventeen (17) days for Administrative Assistants shall include two (2) institute days and the days of winter and spring break during which the schools are closed. The seventeen (17) days for health clerks shall include the days at winter and spring break during which the schools are officially closed.
2. Eleven-month administrative/clerical employees will receive eighteen (18) days of vacation in each full school year. The eighteen (18) days shall include two (2) institute days and the days of winter and spring break during which the schools are closed.
3. Twelve-month employees will receive twenty (20) working days of vacation. Those employees who earned five (5) weeks of vacation under the Agreements in effect prior to July 1, 1980, will be allowed to retain the full five weeks. The twenty days shall be scheduled upon agreement between the employee and the administrator and shall include the days during which the offices are officially closed.

4. In their first year of employment, twelve-month employees will earn pro-rated vacation time for each month they are employed prior to July 1st.

E. Vacation for Technology Specialists

Full-time technology specialists will receive thirteen (13) days of vacation in each full school year as established by the District. Five (5) of the thirteen (13) vacation days for technology specialists will be discretionary. Vacation days will be requested in advance for approval. The remaining eight (8) vacation days will be non-discretionary.

F. Service Recognition

The District will pay during the last year of employment service recognition stipends to full-time employees pursuant to the following schedules, provided that the employee notifies the District of his or her intent to retire by January 1 of the year in which he or she plans to retire:

1. Administrative Assistants and Clerks

<u>Years of Service</u>	<u>Lump Sum Payment</u>
15	\$1,200
16	1,300
17	1,400
18	1,500
19	1,600
20	1,700
21	1,800
22	1,900
23	2,000
24	2,100
25	2,200
26	2,300
27	2,400
28	2,500
29	2,600
30	2,700
31	2,800
32	2,900
33	3,000
34	3,100
35	3,200
36	3,300
37	3,400
38	3,500
39	3,600
40	4,000

A one-time, lump sum payment of \$750 will be made upon completion of twenty years of service in District 65.

2. Nutrition Service Employees and Technology Specialists

<u>Years of Service</u>	<u>Lump Sum Payment*</u>
15	\$1,000
16	1,100
17	1,200
18	1,300
19	1,400
20	1,500
21	1,600
22	1,700

23	1,800
24	1,900
25	2,000
26	2,100
27	2,200
28	2,300
29	2,400
30	2,500
31	2,600
32	2,700
33	2,800
34	2,900
35	3,000
36	3,100
37	3,200
38	3,300
39	3,400
40	3,500

* nutrition service employees who regularly work at least four (4) hours per day, but less than six (6), who retire with at least twenty-five (25) years of service receive fifty percent (50%) of the lump sum payment set forth above that applies to their years of service.

To the extent that receipt of the stipend will result in an employee receiving more than a six percent (6%) increase in total salary over the previous year's salary, the remaining portion shall be paid to the employee in the second calendar month after the effective date of the employee's retirement.

G. Payment for Unused Sick leave

Upon retirement or honorable dismissal of a full-time bargaining unit employee, the Board of Education will pay thirty dollars (\$30.00) per day for up to a maximum of one hundred eighty (180) days of accumulated sick leave, excluding days which the employee chooses to credit for IMRF purposes. To the extent that receipt of the stipend will result in an employee receiving more than a six percent (6%) increase in total salary over the previous year's salary, the remaining portion shall be paid to the employee in the second calendar month after the effective date of the employee's retirement.

H. Hospitalization Insurance

1. Coverage

All full-time employees will be eligible for coverage under the District's medical insurance plan. The District will not change its medical insurance plan without first providing notice to the Association as well as an opportunity for Association input. Employees who elect coverage under one of the District's health insurance plans shall pay the applicable percentage of the insurance cost set forth below:

	<u>2020-2021</u>		
	<u>HMOI</u>	<u>HMO Blue Advantage</u>	<u>PPO</u>
Single	14%	14%	45%
Employee + 1	30%	21%	45%
Family	30%	21%	39%
	<u>HMO Dental</u>	<u>PPO Dental</u>	
Employee	19%	19%	
Family	50%	60%	

A decrease in health insurance contribution by 3% shall be implemented in the 2021-2022 school year:

	<u>HMOI</u>	<u>HMO Blue Advantage</u>	<u>PPO</u>
Single	11%	11%	42%
Employee + 1	27%	18%	42%
Family	27%	18%	36%

Employee Family	<u>HMO Dental</u>	<u>PPO Dental</u>
	19%	19%
	50%	60%

Insurance coverage shall be based on a plan year of September 1 through August 31.

The District will offer an expanded \$125 plan for employee pre-tax contributions for insurance premiums, out-of-pocket medical expenses, and dependent care expenses consistent with the Internal Revenue Code and IRS Regulations. The District will pay all of the administrative costs. Terms of the plan will control.

An employee shall be allowed to enroll his/her domestic partner for medical and dental coverage on the same basis that employees may enroll their spouse, provided that the domestic partner is eligible pursuant to the District's eligibility criteria in effect as of the effective date of this Agreement and the applicable Affidavit of Domestic Partnership is completed and executed.

2. Joint Insurance Committee

A Joint Insurance Committee will be established for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance.

The Committee will be comprised of, but not limited to, the Assistant Superintendent of Human Resources, the Chief Financial Officer, one (1) member of the DEC Council, the DEC President, and one member of each ESP bargaining unit appointed by each unit's President. As Chair, the District's Assistant Superintendent of Human Resources shall be responsible for scheduling meetings

and preparing the written information for each meeting. The Committee will meet as necessary but at least three (3) times per year.

The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to the Committee members. However, the Chair will protect the confidentiality of individual plan participants as required by the ADA or other applicable law. Further, the Committee may meet with the District broker and an IEA approved consultant who may provide recommendations concerning the plan design and options, interpret data generated from reports of carriers, and provide projections of future plan experience. It shall be the responsibility of the District's broker to contact all potential providers.

Recommendations of the Insurance Committee will be forwarded to the Board of Education. The Board shall review and consider the recommendations as it determines plan options for District employees.

The Board and Council are free to use information, reports and recommendations generated by the Committee in formulating proposals for use in collective bargaining.

I. Long-Term Disability Insurance

The District will provide a long-term disability insurance policy to cover all full-time employees. This plan provides for 60% of salary (up to a maximum of \$6,000 per month) if the employee is disabled from sickness or an accident and is effective on the ninety-first

(91st) day of disability. This benefit is payable until the employee's disability ends, but no later than the later of age 65 or Social Security Normal Retirement Age.

J. Term Life Insurance

The District will provide term life insurance coverage of forty-seven thousand five hundred dollars (\$47,500) for each full-time employee up to age seventy (70), at which age the benefit is reduced in accordance with the carrier's reduction schedule.

K. Physical Exam Reimbursement

The District will reimburse each full-time employee up to one hundred fifty dollars (\$150) every other year toward the cost of an annual physical exam.

L. Paid Holidays

Full-time and contracted nutrition service employees will receive ten (10) paid holidays. Ten-month Administrative Assistants and clerks will receive eleven (11) paid holidays. In addition, twelve-month Administrative Assistants and clerks shall receive July 4 -- Independence Day, as a paid holiday. Technology assistants shall receive twelve (12) paid holidays. All holidays will be established by the District.

M. Retirement Contributions for Administrative Assistants and Clerks

Given enactment of appropriate enabling legislation and approval by the IRS, the District will "pick up" and pay the 4½% employee contributions to IMRF and designate them as employer contributions for the purposes of Section 414(H) of the United States Internal Revenue Code.

N. Additional Assignment(s)

If an Administrative Assistant assumes all of the duties of another, higher classified Administrative Assistant within her/his department or school for more than five (5)

working days, said Administrative Assistant shall be paid for such time at the rate she/he would be paid for assuming that position on a permanent basis.

O. Retirement Incentive

The District will provide for a one-time gross retirement incentive of two thousand four hundred dollars (\$2,400) to a maximum of three (3) Administrative Assistants/clericals and twelve hundred dollars (\$1,200) to a maximum of two (2) health clerks, one (1) technology assistant, one (1) library media assistant and one (1) full-time nutrition service employee who are eligible for IMRF retirement and who notify the Board of their decision to retire by January 1 (or at least six months in advance for 12-month employees). This bonus will be paid in four (4) monthly installments in such an employee's last four (4) months of employment, except that to the extent that receipt of the incentive will result in an employee receiving more than a six percent (6%) increase in total salary over the previous year's salary, the remaining portion shall be paid to the employee in the second calendar month after the effective date of the employee's retirement.

Applicants shall be granted the retirement incentive bonus on a first-come, first-served basis as indicated by the date stamped on their written request. If more than one employee applies on the same date, the employee with the greatest District seniority shall be granted the retirement stipend, unless otherwise agreed upon by the District and the Association. The Association Executive Board shall serve as an advisory board regarding any matter that may arise regarding the administration of this program.

Any unused monies allocated for this program shall be applied in a manner agreed to by the District and the Association. This early retirement incentive bonus program shall remain in effect for the duration of this Agreement as long as allocated funds exist.

P. Employee Assistance Plan

The District will offer an Employee Assistance Plan (EAP) to full-time employees.

Q. Section 457 Plan

The Board will offer an approved Section 457 Plan to all employees.

R. Job Reclassification

The District and the Association agree that the classification for each job shall continue in effect unless there is an authorized change in job content significant enough to justify a review and reclassification. Either the District or the Union may request a reclassification review. Job reclassification is defined as a significant change in duties of a job over time and reclassification requests shall be referred to the Association. The Association will review and submit the request, along with information to support the request, to the Assistant Superintendent of Human Resources.

When moving to a higher classification, an employee will move to that step which is nearest to, but more than, the present salary in the former classification. If the move to a higher classification does not result in a minimum 5% increase, the employee will then be moved to the next step in the new classification.

ARTICLE XV

INSERVICE AND PROFESSIONAL DEVELOPMENT

A. Administrative Assistants and Clerks

A full inservice day will be established yearly and will be part of the official calendar. This will be a release-time inservice, attendance will be mandatory, and shall include training on professional behavior and workplace relationships. Exceptions will only be made when an emergency prohibits attendance and/or if the employee has a personal or vacation day pre-approved by their immediate supervisor. A copy of the written approved request must be submitted to the Assistant Superintendent of Human Resources prior to the planned inservice. The Assistant Superintendent of Human Resources will notify all administrators of the planned inservice in writing at least one week in advance.

Release time for an additional inservice may be granted, if requested, by the President of DESC. The Assistant Superintendent of Human Resources will assume the responsibility for notifying all department heads.

DESC officers will be given an opportunity to recommend inservice program content at the beginning of each school year. All employees will be notified in writing of the inservice content, time and place at least one week in advance.

The Board of Education continues to support the concept of professional growth. Efforts will be made to expand the level of inservice beyond the minimum established above. In addition, the Administration will consider requests for staff to attend seminars that are job-related.

An amount of up to \$100 per bargaining unit employee will be made available on an annual basis for job-related professional development that occurs outside of the District. The expenditure of these funds will be authorized through consultation with the immediate

supervisor and approved by the Superintendent, or his/her designee. Funds not expended in one year may not be carried over to the next year.

Occasionally District 65 receives tuition waivers from nearby colleges in exchange for accepting student teachers. When the college regulations permit, employees covered by the DESC Agreement will be eligible to participate in lottery drawings held to distribute such tuition waivers. The District shall notify employees of the date of the lottery drawing.

B. Technology Specialists and Nutrition Service Employees

The Board recognizes the need to provide employees with appropriate educational programs that will enhance job performance and development. Employees shall be required to attend in-service programs to maintain appropriate certifications. Inservice training shall include training on professional behavior and workplace relationships.

C. Professional Learning Committee

The District values the input of all DESC bargaining unit employees and will conduct a survey of all bargaining unit employees regarding professional development opportunities and training. The survey data will be provided to the Joint Professional Learning Committee to serve as guidance as professional learning is planned for the 2021-2022 school year. The Association may select two DESC bargaining unit employees to serve on the Joint Professional Learning Committee.

ARTICLE XVI

NEGOTIATION PROCEDURES

- A. The parties agree to fulfill whatever obligations they may have under the Illinois Educational Labor Relations Act regarding the negotiation of a successor agreement.
- B. Each party in negotiations shall select its respective representatives, provided that neither party's team shall consist of more than eight (8) members. Within thirty (30) days, following the first bargaining meeting, complete proposals as to all non-economic matters shall be made by both parties.

ARTICLE XVII

SCOPE AND EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire and complete commitment and agreement between the parties concerning wages and terms and conditions of employment for the duration of the Agreement. The parties hereby agree that this Agreement is in full settlement of all outstanding issues between the parties, and that this Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written, executed amendment of this Agreement.
- B. If any provision of this Agreement is declared by the proper judicial or legislative authority to be unlawful, unenforceable, or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration hereof.
- C. This Agreement shall become effective upon the approval by the Board of Education and the Association. This Agreement shall continue in effect until the commencement of the 2022-2023 school year, unless it is extended for a specific period by the written agreement of the parties hereto.

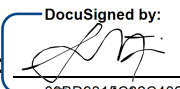
THIS AGREEMENT is signed this 21 day of September, 2021.

IN WITNESS THEREOF:

The District 65 Educational Secretarial and Clerical Association, IEA/NEA

For the Board of Education of District #65
Evanston

By:  _____
D29F414E11444DC...
President

By:  _____
095D8315C82C409...
President

HEALTH CLERK SALARY SCHEDULES
2020-2021 and 2021-2022

2020-2021	
2% Base increase, No Step	
Step	Hourly Rate
1	17.03
2	17.34
3	17.77
4	18.51
5	19.26
6	20.01
7	20.75
8	21.53
9	22.37

2021-2022	
2% Base increase, No Step	
Step	Hourly Rate
1	17.37
2	17.69
3	18.13
4	18.88
5	19.65
6	20.41
7	21.17
8	21.96
9	22.82

**NUTRION SERVICES SALARY SCHEDULES
2020-2021 and 2021-2022**

2020-2021 Food Service Salary Schedule 12.4% Base Increase, No step			
Step	A	B	C
1	13.00	13.65	15.58
2	13.32	13.99	15.98
3	13.65	14.32	16.38
4	13.98	14.67	16.76
5	14.30	15.01	17.14
6	14.63	15.37	17.53
7	14.96	15.71	17.92
8	15.29	16.04	18.32
9	15.59	16.38	18.71
10	15.92	16.73	19.10
11	16.24	17.06	19.48
12	16.58	17.41	19.87
13	16.90	17.75	20.27
14	17.23	18.09	20.67
15	17.55	18.42	21.05

2021-2022 Food Service Salary Schedule 2% Base Increase, No step			
Step	A	B	C
1	13.26	13.92	15.89
2	13.59	14.27	16.30
3	13.92	14.61	16.71
4	14.26	14.96	17.10
5	14.59	15.31	17.48
6	14.92	15.68	17.88
7	15.26	16.02	18.28
8	15.60	16.36	18.69
9	15.90	16.71	19.08
10	16.24	17.06	19.48
11	16.56	17.40	19.87
12	16.91	17.76	20.27
13	17.24	18.11	20.68
14	17.57	18.45	21.08
15	17.90	18.79	21.47

Class A:

Salad/Sandwich Preparer
Middle School Servers
K-5 Asst. Servers

Class B:

Lead
Servers
Cashiers
Floaters

Class C:

Cooks

TECHNOLOGY SPECIALISTS SALARY SCHEDULES
2020-2021 and 2021-2022

2020-2021	
2% Base increase, No Step	
<u>Step</u>	<u>Hourly Rate</u>
1	33.07
2	33.97
3	34.85
4	35.77
5	36.74

2020-2021	
2% Base increase, No Step	
<u>Step</u>	<u>Hourly Rate</u>
1	33.73
2	34.65
3	35.55
4	36.49
5	37.47