

DUPAGE HIGH SCHOOL

DISTRICT 88 ADDISON TRAIL
WILLOWBROOK

Building Futures

COLLECTIVE BARGAINING AGREEMENT

Between

**DuPage District 88 Clerical and Technical Staff Council
West Suburban Teachers Union, Local 571
IFT-AFT/AFL-CIO**

And

**Board of Education, High School District 88
2 Friendship Plaza
Addison, IL 60101**

2021-2022



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Article 1 – Recognition

1.1 Definition of Bargaining Unit

The Board of Education, DuPage High School District #88, DuPage County, Illinois, hereafter known as the “Board,” and the DuPage District 88 Clerical and Technical Staff Council, Local 571, IFT-AFT/AFL-CIO hereafter known as the “Union,” agree and bind themselves to the terms and conditions of professional service and other matters relating to the employment and representation now and for the life of this Collective Bargaining Agreement (CBA or Agreement) of persons to be known hereafter as “Employees.” Unless more specifically designated as established herein, “Employees” will be interpreted to include all regularly employed full-time accounts payable specialists, administrative assistants, bookkeepers, bookstore managers, building assistants, financial secretaries, network/system specialists, payroll specialists, registrars, student accountants and technical support specialists.

Excluded from this bargaining unit are all ISBE certified/licensed employees; all administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discipline, or discharge employees or make recommendations thereon; all managerial employees as defined in the Illinois Educational Labor Relations Act (IELRA); all confidential employees as defined in the IELRA, including without limitation the Superintendent’s secretary/administrative assistant, the Assistant Superintendent’s secretary/administrative assistant, the Chief School Business Official’s secretary/administrative assistant, the Chief Financial Officer’s secretary/administrative assistant, Building Principal secretary/administrative assistant, Director of Technology, Teaching and Learning, Data Management Specialist, Network Administrator and Software Engineer, Human Resources Generalist, Director of Buildings and Grounds’ secretary/administrative assistant, cafeteria/lunchroom employees, custodial/maintenance employees, health aides, library clerks, nurses, paraprofessionals, student and teacher aides, student supervisors, and all short-term, substitute and temporary employees.

1.2 Non-Discrimination

District 88 is an equal opportunity employer. Candidates will be given consideration without regard to gender, race, color, creed, ancestry, ethnic group, citizenship, religion, age, national origin, physical or mental disability, medical condition, marital or parental status, sexual orientation, or other protected classification. It is the policy of the Board of Education to comply fully with the requirements of Title VI, Title VII, Title IX, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and all accompanying regulations.

District 88 is committed to providing a work environment that is free from all forms of illegal harassment, intimidation, or retaliation for opposing such conduct. Harassment takes many forms and can include biased statements and conduct, slurs, comments or a pattern of unfair treatment based on race, religion, national origin, age, ethnicity, sexual orientation and disability. Sexual and other illegal harassment undermines the integrity of the workplace and interferes with a positive employment relationship.

It will be a violation of Board policy for any member of the District staff to harass another individual in the work place. Violation of this policy shall be considered grounds for disciplinary action. Procedures to address alleged complaints are addressed in Board policy. These procedures are available in the office of the Assistant Principal in each building and the Office of Human Resources at the District Office.

1.3 Sole Bargaining Agent

The Board recognizes the Union as the sole agent for the Employees and will negotiate with no other individual or group purporting to represent the Employees with respect to the terms and conditions of professional service.

All collective bargaining shall be conducted between the Union and the Board or their fully empowered agents or representatives.

All agreements must result from action taken at official collective bargaining meetings or meetings of the Professional Dialogue Committee.

Article 2 – Board Rights

2.1 Notification of Status

A newly employed Employee shall receive a copy of the Requisition for Employee form and an employment conditions letter (hours, break and lunch times, etc.) issued by location supervisor. The Administration retains the right to place new hires on Step 1, 3, or 5 of the salary schedule based on qualifications, experience, or District needs. This would be applicable to all levels, but would apply only if there are no internal candidates who meet the experience and qualifications posted for the position.

An Employee who changes classification shall receive a copy of the Change of Status form and an employment letter.

2.2 Recruitment

The Office of Human Resources shall take appropriate action to advertise for needed personnel and to initiate contacts with employment agencies, schools or other sources of applicants. He/she shall assist the appropriate administrative officer in the school or District office in arranging interviews of applicants and in preparing proper recommendations to the Superintendent for approval of appointments. Employees will be informed of anticipated vacancies via email so they may express interest through the internal application system.

Article 3 – Union Rights

3.1 Access to Information

The Union President and Vice-President(s) will be furnished a copy of the agenda of each Board meeting at the same time the agenda is sent to Board members. This would include the report of the finance committee and supportive informational materials provided with the agenda.

3.2 Collective Bargaining Agreement Distribution

At time of hire, Employees shall be directed to the District's website in order to print a copy of the current Collective Bargaining Agreement.

The names, addresses and home phone numbers of newly hired Employees shall be provided to the Union President within five (5) week days of Board approval.

3.3 Dues Check-Off

- A. The Business Office will deduct Union dues from the regular salary paychecks of those Employees submitting properly completed Membership Dues Check-Off Authorization Forms. The authorization form must be presented to the Business Office at least fifteen (15) working days before the first payroll deduction can be made.

The Union shall notify the School District Business Office of the annual amount to be deducted by August 15 of each year. If notice is not received by August 15 in any subsequent year, the annual amount to be deducted shall remain the same.

All Union dues collected for that month by the Board shall be forwarded to the Union office along with a list of the Employees from whose paychecks the dues have been deducted. The list shall reflect the individual amount deducted. Deductions are for Union dues only.

Should an employee notify the Business Office instead of the Union regarding his/her desire to revoke dues deduction, the Business Office will notify the Union President and Treasurer via District e-mail.

- B. The Board shall also deduct contributions for the West Suburban Teachers Committee on Political Education for any Employee who submits by November 1 a properly executed form prepared by the Union authorizing such deduction.

The deduction shall be made from the second paycheck in November. The transmittal and revocation procedures described above shall be followed.

3.4 Union Bulletin Boards

A District 88 Clerical and Technical Staff Union Bulletin board shall be located in the mailroom of each school building and in the break room of the District Office.

3.5 Union Listing

A listing of Union officers shall be included in the District #88 Employee Directory.

3.6 Union President Release Time

The Union President shall be afforded no more than seven (7) hours of release time per month to handle Union-related matters.

The Union will be permitted to send the equivalent of one (1) Union member per building to a state or national conference for three (3) days each year. The cost of the substitute, in such instances, shall be borne by the Union.

Article 4 – Employee Rights/Working Conditions

4.1 Emergency School Closing Days

Should weather conditions be severe, a decision will be made by 6:00 a.m. as to whether the schools will operate without bus service, open on delayed start schedule or be closed altogether. The decision will be disclosed in the school bulletins broadcast by local radio stations and also through a special telephone tree. If no call is received, assume that it is a workday.

If the school district is officially closed by the Superintendent or designee for one (1) emergency closing, 10 month Employees will not:

- a) be required to report to work,
- b) receive a loss of pay or
- c) be required to make up the day

For the second school closing, or any closing thereafter, the 10 month Employees will be obligated to make up the day(s) at the end of the year.

4.2 Evaluation

Employees will be evaluated by all immediate supervisors on an annual basis with the final evaluation summative presented to the Employee in a meeting to be scheduled no later than May 1. The Performance Evaluation Plan shall be developed by the District with input from a committee comprised of three Employees appointed by the Union and three Administrators appointed by the Superintendent. The Performance Evaluation Plan has been developed as of September 1, 2019.

4.3 Full-Time Status

Any Employee who regularly works six (6) hours or more per day, five days (5) per week shall be considered a "Full-time" Employee and shall receive all benefits as outlined in this Agreement. Those working fewer hours shall have the benefits, to which they are entitled, prorated on the basis of hours worked per day divided by six (6).

4.4 Lunch Period and Rest Breaks

All Employees working more than six (6) hours per day shall be given a forty-five (45) minute lunch period. Each school building provides cafeteria service when school is in session. A ten (10) minute rest break is allowed in the morning and another ten (10) minute rest break in the afternoon. These two (2) breaks can be combined by the Employee into one (1) twenty (20) minute break or on rare occasions may be combined with the forty-five (45) minute lunch period for a sixty-five (65) minute lunch period in consultation with and approval of the immediate supervisor. The immediate supervisor shall notify the building Principal in writing with a copy to the Employee of the Employee's regularly scheduled break(s) and lunch. Break and lunch times are duty free periods.

4.5 Probation

All new Employees to the District shall be on a probationary status for the first twelve (12) months of employment. During the probationary period either the Employee or the Board may terminate the employment if such employment is unsatisfactory. The Administration will conduct quarterly evaluations during the probationary period.

4.6 Progressive Discipline

If, in the judgment of the Administrator who supervises the Employee, the Employee should be disciplined, a written statement shall be presented to the Principal or to the Superintendent (with a copy to the Employee) who shall review the case. An Employee directed to attend an investigatory meeting with Administration shall be provided a minimum of forty-eight (48) hours' notice and shall have the right to Union representation at the Employee's request. If the immediate supervisor deems that the matter requires attention, the forty-eight (48) hour notice period may be waived by notifying the Union President.

Discipline shall not be arbitrary or capricious. For any discipline issued other than termination, the Employee may request a hearing with the Principal or the Superintendent. If dismissal is indicated, such recommendation shall be presented to the Principal or to the Superintendent for action. An Employee may be dismissed under the above procedure after being afforded an opportunity to appeal to the Board of Education in closed session during a regularly scheduled Board of Education meeting. If dismissed, the Employee shall be paid for the current year vacation allowance earned to the date of dismissal.

4.7 Promotions

Promotions from one position to another will be based on the performance record of the Employee, expected ability to handle the new position satisfactorily, willingness to make a change and record of dependability. A skills test may be required of all applicants. The appropriate administrator will recommend to the Office of Human Resources the appointment of the most eligible candidate for the position.

4.8 Reduction in Force

Reduction in force for Employees covered by this handbook will be addressed as defined by 105 ILCS 5/10-23.5 of the Illinois School Code entitled "Educational Support Personnel Employees."

Employees laid off due to a reduction in force and later recalled during the statutory recall period shall regain their seniority status for the purpose of placement on the wage schedule as well as for the purpose of a reduction in force. Employees rehired beyond the statutory recall period shall also regain their seniority status which they had at the time of layoff for the purpose of a reduction in force.

4.9 Resignation

At least two (2) weeks' notice of intention to leave employment is recommended (one (1) month is preferable). Notice of resignation should be submitted in writing to the Superintendent or designee. Employees who resign from the District lose seniority in the bargaining unit should the Employee seek re-employment at a future date.

4.10 Summer Hours

The work schedule for Employees on duty from the first work day after the final checkout day through the Friday prior to registration in August will be reduced to thirty-four and three-quarters (34-3/4) hours per week with seven and one-half (7.5) hours on Monday through Thursday and four and three-quarter (4.75) hours on Friday. Office hours and specific work schedules of employees shall be determined by the Administration. Days of vacation are to be charged before leave without pay is granted. Friday vacation will be counted as ½ vacation day regardless of the number of days worked during the week. Not more than half of the Fridays can be taken off using vacation or comp time.

4.11 Transfers and Vacancies

Transfer to another position or classification shall be based upon a consideration of (1) a change in the entire nature of the job; (2) increased or reduced responsibilities; (3) quality of work performed; or (4) length of service.

Vacant bargaining unit positions shall be posted internally for a minimum of five (5) work days prior to posting externally. Should the Administration determine that no internal qualified Employees apply for a vacancy within the internal posting period, external candidates may be considered.

An Employee transferring from a 10 month position to a 12 month position, or vice versa, shall have all the years of service count as full years of credit for benefits based on length of service.

Employees hired with existing District experience but outside of the Clerical and Technical Staff collective bargaining unit shall start anew in acquiring seniority.

4.12 Work Schedule

Employees are to work thirty-eight and one-half (38-1/2) hours per week with assignment of daily schedules to be determined by the Assistant Principals and the Superintendent annually. The Principal shall have the right to designate selected Employees to work a "flex day" if staff is needed for evening duties. These evening duties would include, but not be limited to such things as parent conferences, curriculum nights, guidance registration nights, etc. (An example of a flex day: An Employee whose regular hours are 7:30 a.m. to 4:00 p.m. would be asked to flex their hours to work 11:00 a.m. to 7:30 p.m. or 11:30 am to 8:00 p.m.) It is not mandatory that the Employee accept the flex day assignment.

Article 5 – Leaves

5.1 Absences

It is the responsibility of the Employee, when an absence is necessary, to notify the Assistant Principal or appropriate supervisor and submit such notice online via AESOP or other system designated by administration preferably before 7:30 a.m., giving the reason for such absence. Employees may opt to use District-paid benefits, including vacation days and comp time to assist with payment during an absence.

5.2 Family and Medical Leave (FMLA)

Employees who have been employed by the Board for at least twelve (12) months shall be eligible for medical and/or family leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 (FMLA). Such leave shall be unpaid unless accumulated sick or personal leave is available to an Employee. An eligible Employee is entitled to leave of up to twelve (12) work weeks, or such other period of time designated in U.S. Department of Labor regulations, during a twelve (12) month period for the following purposes:

1. The birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
2. The placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
3. The care of the employee's spouse, child or parent with a serious health condition;
4. The treatment of a serious health condition that makes the employee unable to perform the functions of the job; or,
5. Military family leave, which may be a military caregiver leave or a qualifying exigency leave.

An eligible Employee's use of unpaid leave under another section of this Agreement for one of the purposes set forth above shall also be considered as an FMLA leave under this Section, and shall be counted against the foregoing FMLA leave period.

The Employee shall provide thirty (30) days' notice to the Superintendent, or his/her designee, before a foreseeable FMLA leave is to begin based upon the expected treatment. If thirty (30) days' notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the Employee shall also advise the Superintendent, or his/her designee, of the reasons why the leave schedule is necessary, and of the schedule for treatment.

During an FMLA leave, the District will continue to provide insurance benefits for an Employee on the same terms and conditions as the insurance benefits would have been provided if the

Employee had continued in employment continuously for the duration of the leave. In addition, an Employee who applies for an FMLA leave will be given a copy of the formula used to calculate how his/her salary may be prorated or otherwise affected as a result of the leave.

An Employee returning from Family and Medical Leave will be restored to his or her old position *or* to a position with equivalent benefits, pay and other terms and conditions of employment.

In the event the FMLA is repealed, then this section shall, as of the date of repeal, no longer be in force and effect.

5.3 Disability Leave

Illinois Municipal Retirement Fund provides two types of disability benefits:

1. Temporary disability benefits are paid if you are unable to perform the duties of any position which might reasonably be assigned by your current IMRF employer.
2. Total and permanent disability benefits are paid after temporary disability benefits have expired and if you are unable to engage in any gainful activity for any employer.

An Employee is eligible for temporary disability benefits if:

1. The Employee has at least twelve (12) consecutive months of IMRF service credit preceding their disability.
2. The Employee is unable to perform his/her job for more than 30 days.
3. The Employee receives treatment for his/her disabling condition as soon as he/she stops working, and his/her physician(s) certifies his/her disability and provides evidence of his/her disability to IMRF.

Temporary disability benefits may also be available for a disability resulting from elective surgery and pregnancy. An Employee may receive benefits from worker's compensation, Social Security Disability or Social Security Retirement and outside (non-IMRF) disability insurance plans in conjunction with the benefits they receive from IMRF.

If the Employee's temporary disability benefits run out and they are still disabled, an investigation will be conducted by IMRF to determine the eligibility for total and permanent disability benefits.

Additional information and assistance in filing is available in the District Business Office or by calling IMRF.

In all cases, an Employee's disability shall be subject to applicable law, including, but not limited to, the application provisions of the *Pension Code* and the Illinois Municipal Retirement Fund's rules and regulations. The Board and the Union make no representations or warranties regarding an Employee's eligibility for disability benefits and/or the amount of or duration of such benefits.

5.4 Emergency/Personal Business

In addition to other provisions for absences, and upon notification to the proper Administrator, an Employee shall be allowed full pay for not more than four (4) days in any one school year for personal business.

Emergency/personal business leave for newly hired Employees shall be prorated based upon the date of hire. Application for such leave shall be made to the Administration via AESOP or such other method designated by the Administration at least forty-eight (48) hours prior to such leave, provided that, in cases where such notice is not practicable, application shall be made immediately upon the Employee's return to work.

When an Employee has used up the four (4) annual emergency/personal business days, in instances of serious illness or death of a relative or death of a close friend, additional days of absence will be charged against the Employee's sick leave.

Personal business absence will generally not be granted on the day before or following school vacation or holidays periods, Institute Days or during the first ten (10) or the last ten (10) days of the school term. For Employees the school term begins the first day of student registration. An exception to this rule may be granted by a decision of the Superintendent (or designee). Exceptions will be granted on rare occasions at the discretion of the Superintendent based upon the following guidelines:

If needed, only two (2) of the Emergency/Personal leave days may be used during the first two (2) or last two (2) weeks of the school year.

- A. The request must be submitted in writing to the Building Principal at least ten (10) calendar days before the date the Employee wants to use a personal business leave day. The written request must set forth detailed reason(s) for the exception.
- B. The Building Principal will bring the request to the Superintendent (or designee) who shall review the request and determine whether an exception should be approved.
- C. In the event that an emergency occurs within the ten (10) day time frame, an Employee needs to request a "personal business leave day exception," the Employee will provide a detailed written request to the Building Principal. The Building Principal will work with the Superintendent or designee to render a more immediate decision.
- D. In making the decision whether to grant a "personal business leave day exception," the Superintendent or designee will consider the following:

No request will be approved for vacation, travel or recreational purposes or similar reasons. Determinations by the Superintendent or designee to grant or deny an

exception shall not establish a practice or precedent and shall not be subject to the grievance procedure set forth in the Collective Bargaining Agreement.

The request must be for a significant once-in-a-lifetime event for which the Employee has no control over the scheduling including, but not limited to, the following examples:

1. Attendance at a school graduation ceremony/recognition of achievement ceremony of an Employee's child, stepchild or member of the Employee's immediate family; or
2. Attendance at a college graduation/recognition of achievement ceremony of an Employee, Employee's spouse, child, stepchild or member of the Employee's immediate family; or
3. Attendance at a military graduation ceremony or an overseas military deployment ceremony of an Employee's spouse, child, stepchild or member of the Employee's immediate family; or
4. Appearance in a court of law as a litigant when sincere but unsuccessful efforts have been made to reschedule an appearance; or
5. Attendance at a funeral (for situations not covered under the leave policy).

Emergency/personal days shall be immediately available for use as sick leave and three (3) unused emergency/personal days shall, at the end of the school year, accumulate as unused, available sick leave.

5.5 Holidays

For the established Monday holidays of Memorial Day, Columbus Day, Martin Luther King, Jr.'s Birthday and Pulaski's Birthday, and for the following regularly observed legal holidays when they fall during the work week, Monday through Friday (i.e. New Year's Day, Lincoln's Birthday or President's Day, whichever day is being observed by the District, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day) the schools and the District office will be closed and Employees will not report to work.

Good Friday will be a non-attendance day for Employees, provided that school is not in session.

When Independence Day falls on Sunday, vacation time with full pay will be allotted to full-time Employees on the Monday following the day, if summer school is not in session.

If one of the holidays currently listed in the Agreement is eliminated by the State or by District waiver, and school is in session on that date, Employees will be required to work.

For the second holiday eliminated or waived, or any additional holidays thereafter, the Employees will be awarded a floating holiday.

5.6 Intermission Employment

The District recognizes that on occasion Employees may be required to work during school intermissions. If the Employee's assignment is related to his/her present position the Employee will be compensated at the same rate as his/her regular payroll. The District may select to pay for this assignment as miscellaneous payroll or compensatory time.

If the assignment is voluntary and related to another position, the Employee will be informed prior to the assignment that he/she will be paid at his/her hourly rate.

5.7 Jury Duty

An Employee called for jury duty will reimburse the District for the daily fee received for jury duty while continuing to receive regular salary from the District.

The Employee may retain jury duty pay for travel, food and other expenses incurred in performance of jury duty.

5.8 Leave Without Pay

Occasionally, leave without pay may be granted to Employees. Employees shall use all earned vacation time and all accrued compensatory time before requesting leave without pay. Approval for leave without pay shall be at the discretion of the Board. Employees seeking an unpaid leave of absence may do so for a period not to exceed one (1) calendar year and for reasons including, but not limited to, personal or family illness, educational pursuits, involuntary transfer of a spouse or other reasons deemed permissible by the Board. Employees seeking an unpaid leave of absence should provide a written request to the Superintendent no later than sixty (60) calendar days prior to the onset of the leave of absence except in the case of emergency or sudden notice (health or work transfer of spouse).

5.9 Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, birth, adoption, or placement for adoption. For purposes of this section, "immediate family member" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians (as amended by Section 24-6 of the School Code).

Any Employee absent more than five (5) consecutive school days shall notify the Office of Human Resources. Certification forms will be provided to the Employee for completion by a health care provider authorizing fitness to return to duty.

Personnel employed for a twelve (12) month work year will be entitled to a maximum of thirteen (13) days of sick leave per year. Unused sick leave days may be accumulated. Maximum accumulation allowable is limited to three hundred sixty-one (361) days.

Personnel employed for a ten (10) month work year will be entitled to a maximum of eleven (11) days of sick leave per year. Unused sick leave days may be accumulated. Maximum accumulation allowable is limited to three hundred sixty-one (361) days.

SICK LEAVE PRO-RATION TABLE

First Fiscal Year:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
10 Month		11	10	9	8	7	6	5	4	3	2	1
12 Month	13	12	11	10	9	8	7	6	5	4	3	2

Subsequent years:

Twelve month Employees are allotted thirteen (13) sick days per year and ten month Employees are allotted eleven (11) sick days per year.

5.10 Sick Leave Bank

Beginning with the 2020-2021 school year, the Board and the Union shall establish a Sick Leave Bank to be administered by the Union. The Union shall establish rules for the implementation of the Bank which supplement and are not inconsistent with the following provisions:

- A. All eligible Employees may participate in the Sick Leave Bank. Participation will require a minimum of a two (2) day contribution from an eligible Employee's personal accumulation or initial allotment sick leave at time of employment but no later than sixty (60) days after ratification of this Agreement or time of hire in the case of a newly hired eligible Employee. All eligible Employees shall also be required to donate a minimum of two (2) days in the second school year of the Agreement. Eligible Employees who desire to donate sick leave days at time of retirement may do so in writing to the Union.
- B. No eligible Employee will be able to withdraw days from the Sick Leave Bank until his/her own accrued sick leave days have been depleted, and a request has been presented for Sick Leave Bank withdrawal accompanied by a doctor's written verification of the eligible Employee's inability to perform his/her essential job functions. All requests for withdrawal from the Sick Leave Bank shall be reviewed on a case-by-case basis by the Union. The granting of Sick Leave Bank withdrawal will be effective as of the date of eligibility as indicated on the request and verification. Recurring absences due to the same illness or disability do not have to be consecutive.
- C. The Sick Leave Bank shall be applicable only to an eligible Employee's own catastrophic illness or catastrophic injury.

- D. The Union will ensure a sufficient number of days in the Bank at all times to permit all eligible Employees to draw from the Bank in accordance with the terms of this Section. Once the number of days in the Bank falls below thirty (30) each eligible Employee will donate an additional day of sick leave to the Bank in order to remain a participant.

Each Employee will be eligible to receive a maximum of sixty (60) days from the Sick Leave Bank during the entirety of his or her employment with the District. The Employee's accumulated leave in the Bank shall not be reduced unless actually used.

- E. The Union will make a semester report to the Superintendent concerning days contributed to the Bank and all days withdrawn from the Bank.
- F. Neither the Union nor any Employee shall hold the Board, its officers, Employees and/or representatives liable for any decisions made by the Union. The Union agrees to indemnify and hold harmless the Board, its officers, Employees, and/or representatives for any claim, damages, or legal actions regarding the Sick Leave Bank.

5.11 Sick Leave Incentive Program (Annual)

The Board will pay to any Employee hired prior to January 1, 2014, and on the job at the end of a given fiscal year an amount of money based on the following schedule for any unused sick days earned in the given fiscal year but not used by the end of that fiscal year. This payment shall be made after the end of the fiscal year. Permanent part-time Employees shall be paid this benefit on a prorated basis.

The definition of sick days shall include only those days for which an individual is charged, i.e., if an individual is injured on the job and is eligible for worker's compensation benefits, those days shall not be charged against his/her sick leave. It is understood that in determining sick leave per Employee, only those days charged against the current fiscal year's allocation shall be included.

The Board further agrees that payment for any unused sick days for a given year will not affect the accumulation of those sick days for subsequent years.

Said schedule only applies to Employees hired prior to January 1, 2014.

Percent Used:

0 - 29%	\$50.00 per day
0 - 31% (12 mo)	\$40.00 per day
0 - 36% (10 mo)	\$40.00 per day

10 Month Employees*12 Month Employees

# of Sick Days Used	% Used	Rate \$/Day	Net Amount		# of Sick Days Used	% Used	Rate \$/Day	Net Amount
0	0%	\$50	\$550		0	0%	\$50	\$650
1	9%	\$50	\$500		1	8%	\$50	\$600
2	18%	\$50	\$450		2	15%	\$50	\$550
3	27%	\$50	\$400		3	23%	\$50	\$500
4	36%	\$40	\$280		4	31%	\$40	\$360

*Prorated for permanent part-time Employees.

5.12 Vacation

1. All Employees shall be given, as vacation, the student non-attendance days during winter intermission (approximately ten (10) days) and spring intermission (approximately five (5) days).

Twelve (12) month Employees shall, in addition, receive the following additional vacation days at the beginning of each year.

<u>YEARS</u>	<u>VACATION CREDIT</u>
1 - 2	5
3 - 4	7.5
5 - 6	10
7 - 8	12.5
9 - 11	15
12 & Over	17

Employees hired after July 1st will receive vacation on a pro-rata basis.

Employees leaving the district during a given school year shall be granted vacation days for the year in progress on a pro-rata basis; if those days have not been used at time of separation they shall be paid out.

2. Persons having the greatest length of service in District 88 are to have first choice of vacation periods being arranged in their respective offices (school office or district office), but must not delay the selection of dates to the disadvantage of other Employees.

3. Vacation schedules are to be arranged with the supervisor and notification sent to the Assistant Principal or Assistant Superintendent. Employees are to use their earned vacation credits for each fiscal year (July 1 to June 30) prior to December 1 of the following fiscal year. Only in unusual cases will these vacation credits be retained beyond this date.
4. Employees with more than two (2) weeks of vacation may be required to split their vacation schedule unless otherwise approved by the Employee's supervisor.
5. See TRANSFER language regarding allocation of vacation days to Employees transferring from ten (10) to twelve (12) month positions.

5.13 Winter and Spring Breaks

Offices will be closed for winter and spring breaks.

Article 6 – Compensation and Fringe Benefits

6.1 Employee Levels

Level VI

Network/Systems Specialist

Level V

Bookkeeper

Payroll Specialist

School Improvement Assistant

Level IV

Administrative Assistant

District Office Directors

Athletic Directors

Assistant Principals

Accounts Payable Specialist

Registrar

Bookstore Managers

Student Accountant

Level III

Financial Secretary

Technical Support Specialist

Level II

Building Assistant

6.2 Compensation

For the 2021-22 School Year, there shall be a base salary increase of 85% of CPI-PTCELL as reported for calendar year ending December 31, 2019 (2.3%), with a cap of 1.90% for all Employees.

The step schedule has been modified to every year instead of every other. Each step is 2.47%, (compounds to 5.0% after 2 years) for maximum of 9 steps.

Step advancement will be adjusted on a July 1 anniversary date instead of each Employee's own individual start date. Employees shall be given credit towards salary step advancement as follows: If hired prior to November 1 of any year, shall be given full year credit of service and advance next July 1. Those hired after November 1 will not advance until completing a full twelve months of employment before advancement.

6.3 Compensation Guides

All Employees

All full-time and permanent part-time Employees shall be paid twice a month on the 15th and the last day of the month. If a payday is a holiday, or falls on a weekend, then said payday will be the last working day preceding such holiday or weekend. Final contract payout will be nine (9) days after the last day of school.

Ten Month Employees

Ten-month Employees shall be paid on an annualized basis that encompasses twenty (20) or twenty-four (24) equal paychecks. The work year for these Employees will continue to be 193 days, beginning with the first day of registration, as in the past.

6.4 Comprehensive Major Medical Insurance

All Employees of District 88 working a minimum of thirty (30) hours per week have an opportunity to participate in a group plan for Comprehensive Major Medical Insurance or a Health Organization Plan.

There are two medical plans available: PPO Hospital and PPO Physician; and a medical HMO. Two dental plans are offered: traditional indemnity insurance and a dental HMO. Coverage is available for the Employee, Employee's spouse, and for eligible dependent children.

The Board of Education shall contribute an amount each month towards medical insurance premiums for each eligible Employee (10 to 12 months) who may choose to participate in the group insurance program.

Insurance premiums are paid one (1) month in advance. An Employee on unpaid leave must make arrangements with the Business Office in order to continue insurance coverage beyond this one (1) month period.

A new Employee has thirty-one (31) days from the date of employment to begin participation in the group medical or dental programs. Subsequent to the initial enrollment period, an Employee can only begin or change participation during open enrollment or due to "life-style changes" as defined by the policy.

The Board shall make available group medical insurance at the Employee's request (for those Employees working a minimum of 30 hours per week). For the duration of this contract the Board shall pay for the PPO and HMO plans 85% of the single Employee premium and an additional 70% of the difference between the single premium and the applicable dependent premium. The Board share will be computed as follows:

Using as an example, a \$300 single premium and \$800 family premium.

Single Premium = \$300 x .85 = \$255 Board share and \$45 Employee share.

Family Premium = \$800. \$800-\$300 = \$500 x .70 = \$350. \$255 + \$350 = \$605
Board share for the family coverage and \$195 Employee share.

Should the PPO premiums for the 2021-2022 school year increase more than 22% over the premium rates for the 2020-2021 school year, the deductible and out-of-pocket both will increase by \$100. Any premium increase of more than 22% in subsequent years will result in additional \$100 increase in the deductible.

Should the HMO premiums for the 2021-2022 school year increase more than 22% over the premium rates for the 2020-2021 school year, the office visit and emergency room co-pay will both increase by an additional \$10. Any premium increase of more than 22% in subsequent years will result in additional increases in the co-pay and emergency room care according to the rates established by the provider.

Insurance changes will be effective January 1, 2018.

PPO Plan (add), HMO Blue Advantage and HMO Illinois Plans (amend) - establish three tier prescription co-pay with mail order option as fourth tier. Three tier will be \$10/\$20/\$40 for generic, formulary and brand. Mail order will be two and one-half times the monthly script cost.

PPO only plan change, add a fourth tier for pricing of Employee + child(ren)
The new rates shall be published to Employees during the annual open enrollment period and are posted on SHARE88.

The PPO and HMO plans shall be provided through Blue Cross/Blue Shield of Illinois and the Blue Cross/Blue Shield HMO Illinois in accordance with the plans outlined in Appendix B. After consultation with the Insurance Committee as provided in this Agreement, the Board may change the provider and the plan benefits but only to providers and plans substantially equal to Blue Cross/Blue Shield and the plan summaries in Appendix B. Any such changes shall take effect only with at least 60 days' notice to the Employees.

The Board contribution will be adjusted (increased or decreased) to match the figures in the Teachers' Contract should they change prior to the end of this Agreement.

6.5 DuPage Credit Union

Payroll deductions may be arranged for savings or loans to the DuPage Credit Union. You must open an account at the credit union prior to completing appropriate forms for payroll deductions.

These forms are available in the District Business Office. Participation may begin at the time of employment or at any time during the year.

6.6 Flexible Benefits Plan

- A. The Board shall maintain a salary reduction plan (the “plan”) which meets the requirements of Section 125 of the Internal Revenue Code and all applicable Treasury Regulations (“Section 125”). If, at any time, Section 125 is amended, the District will promptly revise the plan to comply with the amendment.
- B. An Employee may annually elect to participate in the plan by choosing to receive one or more of the benefits described below and an amount sufficient to cover the benefit(s) elected by the Employee (the “amount designated”) shall be deducted from the Employee’s compensation. The plan year shall begin on July 1 and end on each June 30 thereafter. Prior to the beginning day of the plan year, each classified 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 qualified dependent care assistance as defined and allowed under the Internal Revenue Code, up to the maximum amount allowed by law; and/or,
 - 3. Reimbursement for eligible expenses not covered by the group insurance described in B.1.
- C. The amount designated may not be changed during the plan year unless permitted by Section 125. Any amounts designated for which valid reimbursement claims are not made on a timely basis during the plan year (including any carryover periods set forth in the plan) will be forfeited and not otherwise paid to the Employee or carried over to a succeeding plan year, and such amounts shall become the property of the plan. Any administrative costs relating to this plan shall be borne by the participants of the plan.
- D. The amount designated pursuant to the plan will be deducted in equal amounts from the classified employee’s salary payments during the plan year.
- E. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual classified employee. However, the Board shall not report any amount reduced from a classified employee’s salary pursuant to this plan as taxable income to any federal or state agency.

6.7 Illinois Municipal Retirement Fund (IMRF)

IMRF provides Employees of local government and school districts in Illinois with a sound and efficient system for the payment of retirement annuities, disability and death benefits. These benefits are in addition to those provided by Social Security.

The required Employee's contribution to IMRF will be tax-sheltered by the Board. The Employee will defend and hold harmless the Board and its agents with respect to this payment to IMRF. If the Internal Revenue Service or a court of competent jurisdiction shall hold that the Board lacks authority to make such payments, or that such payments are not excludable from income, the Board shall promptly commence withholding federal and state taxes from such payments.

Complete information regarding obligations under the IMRF and forms for retirement, disability and death benefits may be secured from the Human Resources Office, or by calling IMRF.

6.8 Longevity Stipend

Employees will have a longevity stipend of the following amount added to their regular salary at the beginning of the year of service in the first column:

<u>Year of Service</u>	<u>10 Month</u>	<u>12 Month</u>
11, 13, 15	\$450.00	\$520.00
17, 19, 21	\$500.00	\$570.00
23, 25, 27 (and continuing every other year of service	\$550.00	\$620.00

Employees will not be eligible to receive the longevity stipend until the year after they have reached Step 9 of the salary schedule.

Full year of service is calculated as of June 30. This benefit shall be pro-rated for permanent, part-time Employees. Any Employee hired prior to November 1 of any year shall be given credit for a full year towards the longevity stipend. Those hired after November 1 will not receive longevity until the next school year. This longevity becomes part of the regular salary, and is disbursed throughout the school year.

Employees hired after January 1, 2014 will be eligible for an annual longevity stipend as determined by their length of service on July 1st of each year as follows:

<u>Year of Service</u>	<u>10 Month</u>	<u>12 Month</u>
11 - 15	\$450.00	\$520.00
17 - 21	\$500.00	\$570.00
23+	\$550.00	\$620.00

This non-cumulative, lump sum longevity stipend will be paid in October of each year.

6.9 Overtime

Recognizing that on occasion Employees will be required to work at times other than their "normal" schedule, the District has established a system of compensatory time in accordance with the Fair Labor Standards Act (FLSA). With the approval of the Administration, the Employee may work overtime with compensatory time off to be taken at a later date. Credit for this time shall be given by the Employee's supervisor filing the compensatory reporting form with the appropriate building administrator within five (5) working days of the overtime. Signed copies shall be returned to

the Employee and supervisor. Compensatory time will be awarded only for hours assigned by the Employee's supervisor(s).

Hours worked in a similar role to the normal duties of the Employee that exceed thirty-eight and one-half (38.5) hour, but less than forty (40) hours in a work week, shall be compensated at the Employee's straight-time rate of pay.

Hours worked in a similar role to the normal duties of the Employee that exceed a forty (40) hour work week shall be compensated at a rate of one and one-half (1-1/2) times the overtime hours worked. Paid holidays, sick leave, vacation leave and personal business/emergency leave shall not count in calculating the work hours for purposes of paying overtime. Compensatory time earned in any given school year shall be used by the conclusion of the following school year. In the event that compensatory time has not been used as set forth above, the Employee will be paid for the time at his/her current base rate of pay.

Compensatory hours earned prior to June 30, 2010, will not be required to be paid out under this provision.

To request compensatory time, the Employee shall submit the regular leave pre-approval form to his/her supervisor and then to the appropriate building administrator. The District prefers to grant compensatory time for overtime. However, the Administration may, at its discretion, allow payment for overtime worked.

If an hourly rate is to be computed for an Employee with an annualized salary, the following shall be used to divide the annual salary:

12-month Employee (2,002 hours)

10-month Employee (1,668 hours)

6.10 Professional Training

A Professional Training Committee composed of equal numbers of Administrators and Employees selected by the respective parties and representative of each building and job Level shall convene on an annual basis in the month of May to determine professional training opportunities for all Employees during the subsequent school year. The District shall review these recommendations and, in its discretion, determine the professional training, if any, that will be offered. Professional training shall be provided to all Employees based on job Level.

6.11 Retirement Benefits

The Board will offer the following retirement compensation benefit for qualifying Employees hired PRIOR to January 1, 2014.

Eligibility Requirements

In order to qualify for this retirement benefit, an Employee must:

Group 1:

- a. begin employment PRIOR to January 1, 2014
- b. have completed at least ten (10) years of service with the District as of June 30th of the year of notification; AND
- c. be at least fifty-five (55) years of age on his/her effective retirement date if a Tier One IMRF Employee, OR at least sixty-two (62) years of age on the effective retirement date if a Tier Two IMRF Employee; AND
- d. retire under circumstances which will not result in a penalty to the Board or require the Board's payment of any additional or one time contribution to IMRF; AND
 1. In the year of retirement, the Employee is not eligible for receiving payment in lieu of using available vacation days. Vacation days must be used prior to the last day of work.
 2. Compensatory time will be paid out in the second (2nd) calendar month after retirement.
- e. retire no later than June 30, 2024; AND submit an irrevocable notice of intent to retire to the Board no later than May 1 of the school year prior to the school year in which the Employee receives his/her first six percent (6%) base salary increase, with the expectation to retire at the end of a school year.

Group 2:

- a. meet the requirements of Group 1; AND
- b. have provided twenty (20) or more years of service to the District by the retirement date.

Notification Requirements

All notices of intent to retire shall be received by the conclusion of this Agreement and include the Employee's specific retirement date, no later than two (2) years after the expiration of this Agreement.

The Board shall approve all timely, written notices of intent to retire by no later than June 1 of each school year. The notice requirement will be waived if an eligible Employee becomes unable to fulfill the required May 1 notice. The Employee will be required to supply the District with a doctor's authorization verifying that the Employee is unable to continue working.

Retirement Benefit

Group 1:

- a. A qualifying Employee whose notice of intent to retire is approved shall receive a base salary or wage rate increase equal to six percent (6%) over the prior year's base salary or wage rate for up to two (2) years prior to the approved retirement date, beginning the year after his/her notice of intent to retire is approved by the Board. Base salary or wage rate for calculation purposes is inclusive of longevity pay.
- b. Any unused compensatory time at time of retirement will be paid to the Employee

during the second (2nd) calendar month following the Employee's retirement date.

- c. Remaining unused, uncompensated sick leave will be reported to IMRF toward additional service credit.

Employees represented by this group who receive IMRF retirement or disability benefits shall be entitled to continue their participation in the District Medical Insurance Plan as provided in 215 ILCS 5/367j, at full cost to the Employee.

Employees represented by this group who do not receive IMRF retirement or disability benefits shall be entitled to continue participation in the District medical, dental or life insurance plan, at full cost to the Employee, until they reach age sixty-five (65) or is Medicare eligible.

All Employees represented by this group shall be entitled to continue their participation in the District dental or life insurance plan, at full cost to the Employees, until they reach age sixty-five (65) or are Medicare eligible.

Group 2:

- a. Eligible for all Group 1 benefits in addition to a one-time \$11,000 retirement incentive.
- b. Said retirement incentive will first be applied to cover the total dollar amount of the six percent (6%) base salary or wage rate increases for up to the final two (2) years of employment. The Employee shall receive the balance of the retirement incentive during the second (2nd) calendar month following the Employee's retirement date.

The retirement benefit set forth in this subsection is inclusive of all payouts to the Employee due to retirement. Any wage increases will be contingent upon the Employee continuing to work in the same or comparable position and work schedule during the final years of employment before retirement.

An Employee must submit an irrevocable notice of intent to retire to the Board no later than May 1 of the school year prior to the school year in which the Employee receives his/her six percent (6%) base salary increase, with the expectation to retire at the end of a school year.

Retirement by	Notification by	6% Retirement Payouts Begin during School Year	Balance of Lump Sum Payout Received
June 30, 2024	May 1, 2022	2022-2023 SY	August 2024

The Board will offer the following retirement compensation benefit for qualifying Employees hired AFTER January 1, 2014.

Eligibility Requirements

In order to qualify for this retirement benefit, an Employee must:

- a. begin employment AFTER January 1, 2014
- b. have completed at least ten (10) years of service with the District as of June 30th of the year of notification; AND
- c. be at least fifty-five (55) years of age on their effective retirement date if a Tier One IMRF Employee, OR at least sixty-two (62) years of age on the effective retirement date if a Tier Two IMRF Employee; AND
- d. retire under circumstances which will not result in a penalty to the Board or require the Board's payment of any additional or one time contribution to IMRF; AND
 1. In the year of retirement, the Employee is not eligible for receiving payment in lieu of using available vacation days. Vacation days must be used prior to the last day of work.
 2. Compensatory time will be paid out in the second (2nd) calendar month after retirement.

Notification Requirements

All notices of intent to retire shall be received by the conclusion of this Agreement and include the Employee's specific retirement date. The Board shall approve all timely, written notices of intent to retire by no later than June 1 of each school year. The notice requirement will be waived if an eligible Employee becomes unable to fulfill the required May 1 notice. The Employee will be required to supply the district with a doctor's authorization verifying that the Employee is unable to continue working.

Retirement Benefit

- a. A qualifying Employee whose notice of intent to retire is approved shall receive a base salary or wage rate increase equal to six percent (6%) over the prior year's base salary or wage rate, beginning the year after his/her notice of intent to retire is approved by the Board. Base salary or wage rate for calculation purposes is inclusive of longevity pay.
- b. Any unused compensatory time at time of retirement will be paid to the Employee during the second (2nd) calendar month following the Employee's retirement date.
- c. Remaining unused, uncompensated sick leave will be reported to IMRF toward additional service credit.
- d. Employees represented by this group who receive IMRF retirement or disability benefits shall be entitled to continue their participation in the District Medical Insurance Plan as provided in 215 ILCS 5/367j, at full cost to the Employee.

Employees represented by this group who do not receive IMRF retirement or disability benefits shall be entitled to continue participation in the District medical, dental or life insurance plan, at full cost to the Employee, until they reach age sixty-five (65) or is Medicare eligible.

All Employees represented by this group shall be entitled to continue their participation in the District dental or life insurance plan, at full cost to the Employee, until they reach age sixty-five (65) or is Medicare eligible.

The retirement benefit set forth in this subsection is inclusive of all payouts to the Employee due to retirement. Any wage increases will be contingent upon the Employee continuing to work in the same or comparable position and work schedule during the final years of employment before retirement.

6.12 Social Security

All Employees are covered under the Federal Social Security Act. A required amount is deducted from each salary check and is reflected along with the IMRF monies recorded on the Statement of Earnings and Deductions attached to each salary check.

6.13 Tax-Sheltered Annuity Programs

The District will maintain a tax-sheltered annuity program that conforms to all of the requirements of applicable law; staff members and/or participating annuity companies shall be solely responsible for payment of all administrative costs. All annuity companies must follow federal rules and regulations regarding tax-sheltered annuities. The Union President shall be notified of any third-party tax-sheltered annuity management company selected by the Board to administer the tax-sheltered annuity program.

6.14 Term Life Insurance

For those Employees eligible to participate in the group Major Medical plan, or the HMO plan, a \$50,000 life insurance plan is also available with premiums paid by the Board of Education. To enroll in this plan, a special form must be completed.

Employees actively employed beyond the age of sixty-five (65) will continue to have coverage until they retire. Once the age of seventy (70) is reached, the insurance coverage will be reduced to seventy-five percent (75%) of the insured amount. Once the age of seventy-five (75) is reached, the insurance coverage will be reduced to fifty percent (50%) of the insured amount. Coverage shall be from the first day of employment.

6.15 Tuition Reimbursement

Tuition reimbursement is offered to all full time (thirty (30) hours per week) Employees to the extent indicated below:

1. For college credit, the rate of reimbursement shall not exceed \$100.00 per semester hour.
2. Course work submitted for tuition reimbursement must be from an accredited North Central Association of Schools and Colleges or its equivalent credit granting institution and must meet the following criteria:
 - a. Courses which are related to the professional assignment(s).
 - b. Courses that lead to additional certification or an education degree as it relates to section (a) above.
 - c. Courses in areas that are recommended by the District. Notification of such courses will be publicized in the staff bulletin.
3. Tuition will be reimbursed after official transcripts and proof of payment have been submitted to the District Office. A grade of "C" or better for undergraduate studies, a grade of "B" or better for graduate studies, or a "Pass" if a Pass/Fail course is offered, must be earned to qualify for tuition reimbursement.
4. For Employees not eligible for this benefit, less than 30 hours per week, the Assistant Principal or appropriate administrator may request full payment of fees for job-related training.

Professional Growth Meeting shall be honored for purposes of tuition reimbursement throughout the duration of this Agreement.

6.16 Worker's Compensation

All Employees are covered under the Illinois Worker's Compensation Law. On-the-job injuries must be immediately reported to your supervisor. The supervisor will complete the injury report and forward it to the Business Office without delay.

Absences due to on-the-job injuries, and paid for by worker's compensation, are not charged to accumulated sick leave.

ARTICLE 7 - Grievance and Process

7.1 Definition

A grievance is defined as an alleged violation or an alleged wrongful application of a specific article or section of this Agreement. An individual Employee may present a grievance and have the grievance adjusted without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. Nothing contained herein shall be construed to prevent any individual Employee from (1) informally discussing a complaint with an immediate superior or (2) processing a grievance on his/her own behalf in accordance with the grievance procedure, hereinafter set forth. Grievances will be presented in the manner set forth in the Sections below.

7.2 Procedures

- A. Any Employee who believes he/she has a grievance, or the Union if it believes it has a grievance which involves more than one (1) Employee, shall present a statement of grievance in writing to the building principal with copies to the Union President, the Union Grievance Chair and the Superintendent. The "Statement of Grievance" shall:

1. name the Employee involved,
2. state the facts giving rise to the grievance,
3. identify by appropriate reference all the provisions of this Agreement alleged to be violated,
4. state the contention of the Employee and of the Union with respect to those provisions, and
5. indicate the specific relief requested.

Any such grievance shall be presented within fourteen (14) days after the occurrence of the event giving rise to the grievance. A meeting shall then be set to occur within five (5) days following the presentation of the grievance. Among those eligible to be present at such meeting shall be the aggrieved Employee, a representative of the Union, the building principal and one of his/her assistants. The principal's answer shall be given in writing to the grievant with a copy to the local Union President and Union Grievance Chair within five (5) days following said meeting.

A grievance considered to be a District-wide issue will be presented to the building Principal with the request that the grievance go directly to the Superintendent for appropriate action. The Principal will comply, and if the Superintendent agrees that the grievance is a District-wide issue, he/she will proceed with Step B of this procedure; if the Superintendent believes that the grievance should begin with the

building Principal, he/she will ask the Principal to begin Step A of the grievance procedure.

- B. If the grievance is not settled satisfactorily as provided in Step A above, the written appeal shall be submitted to the Superintendent by the Employee or Union within seven (7) days after receipt of the answer in Step A. A meeting shall be held within seven (7) days at which the Superintendent, and another Administrator chosen by the Superintendent (other than the principal from whom the grievance had been appealed), the Union representative and the grievant shall be present. An attempt shall be made formally to resolve the grievance at said meeting but, in any event, the Superintendent's answer shall be given to the Union within seven (7) days.
- C. If the grievance is not settled satisfactorily in Step B above, the Union may appeal in writing to the Board within seven (7) days following the Superintendent's answer in Step B above. The Board shall hear the grievance at the next regularly scheduled Board meeting, or the Board may schedule a special Board meeting to hear the grievance at a mutually agreed upon time and will render its decision no later than seven (7) days thereafter.
- D. If the grievance is not resolved satisfactorily in Step C and the Union desires further appeal, the Union may appeal in writing to the Board within ten (10) days thereafter requesting impartial, binding arbitration. The Board and the Union jointly will then within ten (10) days request the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will alternately strike one (1) name at a time from the panel until one (1) name remains. The party to strike the first name will be determined by the flip of a coin. The remaining name will be the Arbitrator. The Arbitrator's authority shall be specifically limited to an interpretation of a specific provision, or provisions, of this Agreement as applied to the facts of the written grievance involved. The Arbitrator shall have no power to alter, amend, modify, add to or subtract from the provisions of this Agreement.

The decision of the Arbitrator will be binding. The fees and expenses of the arbitration shall be shared equally by the parties. All other fees, expenses and costs shall be borne by the party incurring such.

The Union may not present any material, allegation, or remedy that was not presented in prior steps of the grievance procedure.

7.3 Time Limits

A grievance must be filed and appealed within the time limits set forth above. A day is defined as a day the District office is open for business during the calendar year. If the grievance is not filed and appealed within the time limits set forth above, it shall be considered waived or settled on the basis of the last answer given. If the Board does not give its answer within the time limits set forth above, the grievance shall be considered automatically appealable to the next step of the Grievance Procedure.

It is understood that, with the written agreement of both parties, the time limits specified in this Grievance Procedure may be extended or waived.

7.4 Grievance Meetings

The Superintendent or representative shall preside as chairman of all grievance meetings. All meetings pursuant to the above Grievance Procedure prior to Board level shall occur during both the Employee's and the local Union representative's normal working hours and shall be set for mutually agreeable times. Exceptions to the foregoing time schedules shall be made by mutual agreement in the event that extended grievance discussions result in the Employee's continued absence from work.

DURATION


This Agreement shall be in effect from July 1, 2021 through June 30, 2022.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their Presidents and attested by the Secretaries this 12th day of April, A.D. 2021 with no changes from the tentative agreement reached March 24th, 2021.

The Board of Education
DuPage High School District No. 88
DuPage County, Illinois

A handwritten signature in blue ink, appearing to be "C. J. [unclear]", written over a horizontal line.

D88 Clerical and Technical Staff
Local 571, West Suburban Teachers
Union, IFT-AFT/AFL-CIO

A handwritten signature in blue ink, "Diane K. Vegter", written over a horizontal line.

2021-22 Salary Schedule (APPENDIX A)

Level II

Building Assistant

	<u>Semi-Monthly Salary</u>	<u>Annual Salary (10 month)</u>	<u>Semi-Monthly Salary</u>	<u>Annual Salary (12 month)</u>
Step 1	\$1,695.37	\$33,907.37	\$1,695.37	\$40,688.85
Step 2	\$1,737.24	\$34,744.89	\$1,737.24	\$41,693.86
Step 3	\$1,780.15	\$35,603.09	\$1,780.15	\$42,723.69
Step 4	\$1,824.12	\$36,482.49	\$1,824.12	\$43,778.98
Step 5	\$1,869.18	\$37,383.61	\$1,869.18	\$44,860.32
Step 6	\$1,915.35	\$38,306.98	\$1,915.35	\$45,968.37
Step 7	\$1,962.66	\$39,253.18	\$1,962.66	\$47,103.80
Step 8	\$2,011.14	\$40,222.73	\$2,011.14	\$48,267.26
Step 9	\$2,060.81	\$41,216.24	\$2,060.81	\$49,459.47

Level V

**Bookkeeper, Payroll Specialist,
School Improvement Assistant**

	<u>Semi-Monthly Salary</u>	<u>Annual Salary (12 month)</u>
Step 1	\$2,091.23	\$50,189.47
Step 2	\$2,142.88	\$51,429.15
Step 3	\$2,195.81	\$52,699.45
Step 4	\$2,250.05	\$54,001.13
Step 5	\$2,305.62	\$55,334.96
Step 6	\$2,362.57	\$56,701.73
Step 7	\$2,420.93	\$58,102.26
Step 8	\$2,480.72	\$59,537.39
Step 9	\$2,542.00	\$61,007.97

Level III

Financial Secretary, Tech Support Specialist

	<u>Semi-Monthly Salary</u>	<u>Annual Salary (10 month)</u>	<u>Semi-Monthly Salary</u>	<u>Annual Salary (12 month)</u>
Step 1	\$1,802.16	\$36,043.28	\$1,802.16	\$43,251.95
Step 2	\$1,846.68	\$36,933.55	\$1,846.68	\$44,320.27
Step 3	\$1,892.29	\$37,845.81	\$1,892.29	\$45,414.98
Step 4	\$1,939.03	\$38,780.60	\$1,939.03	\$46,536.73
Step 5	\$1,986.92	\$39,738.48	\$1,986.92	\$47,686.19
Step 6	\$2,036.00	\$40,720.00	\$2,036.00	\$48,864.04
Step 7	\$2,086.29	\$41,725.80	\$2,086.29	\$50,070.99
Step 8	\$2,137.82	\$42,756.41	\$2,137.82	\$51,307.73
Step 9	\$2,190.63	\$43,812.50	\$2,190.63	\$52,575.03

Level VI

Network / Systems Specialist

	<u>Semi-Monthly Salary</u>	<u>Annual Salary (12 month)</u>
Step 1	\$2,203.98	\$52,895.44
Step 2	\$2,258.42	\$54,201.97
Step 3	\$2,314.20	\$55,540.76
Step 4	\$2,371.36	\$56,912.62
Step 5	\$2,429.93	\$58,318.36
Step 6	\$2,489.95	\$59,758.82
Step 7	\$2,551.45	\$61,234.87
Step 8	\$2,614.47	\$62,747.36
Step 9	\$2,679.05	\$64,297.23

Level IV

Administrative Assistant

Registrar, Bookstore Manager

Accounts Payable Specialist, Student Accountant

	<u>Semi-Monthly Salary</u>	<u>Annual Salary (12 month)</u>
Step 1	\$1,916.62	\$45,998.76
Step 2	\$1,963.95	\$47,134.91
Step 3	\$2,012.46	\$48,299.15
Step 4	\$2,062.17	\$49,492.15
Step 5	\$2,113.11	\$50,714.59
Step 6	\$2,165.30	\$51,967.23
Step 7	\$2,218.78	\$53,250.82
Step 8	\$2,273.59	\$54,566.12
Step 9	\$2,329.75	\$55,913.90

