COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
OF
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 146
TINLEY PARK, ILLINOIS

AND

TINLEY PARK ESP COUNCIL
AFT LOCAL 604

2021-2022
2022-2023
2023-2024
2024-2025
2025-2026

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ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education of Community Consolidated School District 146, Tinley Park, Illinois, hereinafter referred to as the "Board," hereby recognizes the Tinley Park ESP Council of American Federation of Teachers, Local 604, IFT-AFT, AFL-CIO, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative for all full and part-time educational support staff employees in the bargaining unit described by the following positions and/or categories:

> Nurses; Secretaries (District Secretary/Receptionist, Grant Clerk/ Administrative Center Assistant, Accounts Payable/Food Service Specialist, Building Secretaries); Data Systems Specialist; Clerks (Health Clerk, Safety Clerks, Media Center Clerks); Paraprofessionals (Building, Special Education, Early Learning, Bilingual, Enrollment, Nurse Assistant); and Technology Specialists (Level One).

The following positions and/or categories are excluded from the bargaining unit:

> Administrative Assistant to the Superintendent; Administrative Assistant to the Director of Student Services; Administrative Assistant to the Director of Curriculum; Administrative Assistant to the Director of Business Services; Administrative Assistant to the Director of Technology; Business Office Assistant/Payroll Specialist; Substitute Coordinator; Health Service/Coordinator; Grant Funded Part-Time Employees; Occupational Therapists (OT); Occupational Therapists' Assistants (OTA); Technology Specialists (Level Two and Three); custodians, food service personnel, and any other supervisory, managerial, confidential, and short-term employees.

1.2 Definition of "Employee"

When used hereinafter in this Agreement, the term "Employee" shall refer to a member of the educational support staff bargaining unit as described in Section 1.1 above, except as expressly stated otherwise.

1.3 Conflict Between Policy and Contract

In the event any policy, rule, or regulation of the Board is in conflict with any provision of this Agreement, the provisions of this Agreement shall prevail unless the policy, rule, or regulation is the result of a federal or state law.

ARTICLE II
UNION-BOARD RELATIONS

2.1 Union Right to Meet with Superintendent

The Superintendent or designee shall meet once a month or at mutually agreeable times with officers of the Union to discuss matters relating to the implementation of this Agreement.

2.2 Union Right to Meet with Principals

The Principal or designee of each school shall meet once a month or at mutually agreeable times, but no less than once per quarter, with the Union Building Representative to discuss school operations and/or matters relating to the implementation of this Agreement.

2.3 Union Right to Information

The Board shall furnish the Union President with the following documents and kinds of information as they are regularly received, completed, or compiled. Website access shall suffice as a means of furnishing this information.

A. Board agendas
B. Official minutes of Board meetings
C. Monthly budget summaries
D. School policy manual and revisions
E. Annual auditor's report
F. Current fiscal year budget
G. Employee lists including home addresses and telephone numbers

The Board and the Union shall make available to each other, upon request, any and all information, statistics, and records of a non-confidential nature which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

2.4 Employment Notification

The Human Resources Department shall notify the President and Treasurer within ten (10) working days of the hiring of any Employee covered by this agreement. The new Employee's name, address, date of hire, job title, and hourly rate shall be provided through email.

2.5 Use of School Equipment and Facilities

A. The Union shall have the reasonable use of typewriters, photocopy machines, computers, telephones, and communication systems, including email and bulletin boards, for the conduct of its business as long as there is no interference with the

normal operation of the school, does not occur during Employee work hours, and complies with the District's acceptable technology use policy.

B. Upon request made to the Principal and forwarded to the Superintendent, and provided that it does not interfere with the educational program, the Union shall be permitted the use of a school building room for the purpose of holding meetings.

2.6 Union Right to Address Employees

The Union President or his/her designee shall have the right to address Employees on all District No. 146 Institute or School Improvement Planning Days. This time shall be provided before or after the program.

2.7 Agreement Printing and Distribution

A. The Agreement shall be reproduced by the Union as soon as possible after the date of ratification by both parties.

B. The Board shall deliver one copy of the Agreement to the Union and to new hires.

C. The Board shall provide an electronic copy of the Agreement and post it on the District's website.

2.8 Union Listings

The Union officers shall be listed in the District 146 directory and on the District Website.

2.9 Management Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States including but not limited to the responsibility for and the right:

A. To maintain executive management and administration control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.

B. To hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion, their assignment, and to promote and reassign all such employees.

C. To determine work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

2.10 Non-Discrimination

Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, shall discriminate against any Employee on the basis of race, creed, color, sex, marital status, ethnic background, geographic origin, political affiliation, age, sexual orientation, disability, religion, veteran status, citizenship status, or any other category protected under federal, state, or local law. This section may be grieved but not beyond the Board level.

2.11 Equal Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning the terms and conditions of their employment and the settlement of grievances.

ARTICLE III
EMPLOYEE RIGHTS

3.1 Personnel Files

A. Only one official file shall be kept for each Employee in the District. Such file shall be in the Central Administration Office and shall be available to the Employee except for confidential materials exempt by law, such as letters of reference and documents that disclose personal information about a person other than the Employee. (*Personnel Record Review Act*, Section 10)

B. Each Employee shall have reasonable access to his/her file and may, with the approval of the Superintendent or his/her designee, insert materials relevant to his/her service in the District or his/her qualifications in general.

C. Employees shall have the right, at their expense, to have photocopies of any material, except the confidential material. Neither an Employee's complete file nor any of its contents shall be copied nor made known to any unauthorized persons without his/her permission.

D. No disciplinary material shall be added to an Employee's file without notifying the Employee. The Employee shall be asked to sign and date the material. The signature indicates that the Employee has read the materials; however, it does not imply agreement with its content. If the Employee refuses to sign and date the copy, a notation to that effect will be placed in the Employee's file with the material.

E. The Employee shall have the right to attach dissenting materials to any item in his/her file.

3.2 Notice of Assignments for Next School Year

Each Employee shall be notified in writing of his/her tentative assignments for the following school year, as to the school and position, on or before May 1 of the school year.

3.3 Notice of Vacancies

A. The Union President and Employees shall be notified through the school email system, prior to filling positions on a permanent basis, of all District vacancies as established by the Board. The District shall post such vacancies on the District employment website. Employees interested in such positions shall submit their applications electronically to the Superintendent or designee.

B. Any part-time Employee who desires a full or part-time position for the following school year must provide the Human Resources Department a written notification containing a personal email address so that notification can be sent in regard to any positions which become available during the summer months. This notification must be provided by May 31.

C. Any part-time Employee who desires a full-time position throughout the school year may apply for the positions and will have his or her application reviewed before any outside applicants are hired.

3.4 Reassignments

A. Voluntary Reassignments

Employees who desire to be reassigned for the next school year to a position in a new category or to a different building shall notify the Superintendent, in writing, no later than March 15.

B. Involuntary Reassignments

1. Employees who are to be reassigned involuntarily to a position in a new category or to a different building shall be notified when the change is made. The administrator will notify the employee of the start date in the new assignment by email.

2. Any Paraprofessional Employee who is involuntarily reassigned to a position in another Paraprofessional category shall both maintain seniority in his/her current category and shall carry that seniority over to the new category for purposes of accrual. The seniority of a non-Paraprofessional Employee who is reassigned involuntarily shall be maintained in the former category of position to the extent provided below in Article 3.5 of this Agreement.

3. Employees who are interested in returning to their prior position after an involuntary reassignment must submit a letter of interest to their involved Principals and Human Resources Specialist. The request must be submitted within ten (10) work days following receipt of a written notice of the involuntary reassignment and shall be effective through the end of the subsequent school year (June 30).

3.5 Seniority

Seniority shall be defined as the length of consecutive service in the District within the respective category of bargaining unit position and shall accumulate from the date of original hire in that respective category. The original date of hire shall be deemed to be either the first day worked in that category or the Board's employment approval date, whichever occurs first. In the event of any ties in seniority, then the total duration of an Employee's continuous consecutive years of service in the District, regardless of category of position, shall be used to determine seniority ranking. If a tie still exists, then total years of non-consecutive service in the District shall be used as the deciding seniority factor. If a tie still exists, then the higher evaluation rating shall be used as the deciding seniority factor.

In the initial year of employment, any Employee whose start date is prior to November 1 shall earn one (1) full year of seniority credit. Any full-time Employee hired after November 1 but before January 1 will earn one-half (1/2) year seniority credit; the Employee will be listed as part-time for that year. An Employee whose initial start date is January 1 or later shall not earn seniority credit for that year. Full-time and part-time Employees shall earn one (1) year of seniority credit for each year worked in the District. An Employee does not accrue seniority while on an unpaid leave of absence (excluding FMLA leave for eligible Employees) or while on recall.

Examples: If an Employee eligible for FMLA uses 18 weeks of temporary disability leave for a personal illness one year, the first 12 weeks designated as FMLA (see Appendix C) leave are credited towards seniority and only the 6 remaining weeks of unpaid disability leave are deducted from the Employee's seniority credit for that year. If the Employee has enough accumulated sick leave to cover up to these 6 weeks, then no time is deducted from the Employee's seniority credit.

If an Employee not eligible for FMLA uses 12 weeks of temporary disability leave (see Appendix C) for a personal illness one year, the first 4 weeks of the leave are credited towards seniority because the Employee is paid while using accumulated sick leave. The remaining 8 weeks of the disability leave are unpaid, so these weeks will be deducted from the Employee's seniority credit for that year.

The District shall maintain separate seniority lists for full and part-time Employees, categorized by positions. Annually, but no later than January 15, the District shall post seniority lists for Employees and provide a copy to the Union President. Employees shall be afforded at least five (5) work days to submit corrections to the seniority list to the Superintendent; no further corrections to the list shall be made until the following year. Employees who are absent during the corrections time period may contact the Superintendent upon their return to submit changes. Final copies of the seniority list shall be prepared by each February 1st for posting, with a copy provided to the Union.

The seniority categories for Employee bargaining unit positions shall be as follows:

Accounts Payable/Food Service Specialist
Grant Clerk/Administrative Center Assistant
Building Secretary
District Secretary/Receptionist
Data Systems Specialist
Nurse
Media Center Clerk
Health Clerk
Safety Clerk
Technology Specialist (Level 1)
Bilingual Paraprofessional

Pre-K through Grade 8 Paraprofessional (Early Learning, Building, Enrollment, Nurse Assistant, and Special Education)
Part-time Paraprofessional

Any Employee who moves to a new position within a different category shall maintain seniority in the original position category but shall not accrue any further seniority in that category. In the new position category, the Employee must begin to accrue seniority anew (i.e., the Employee does not carry over the years of seniority from the prior position), except as provided for Paraprofessionals in Section 3.3 B.2 of this Agreement

3.6 RIF and Recall

If a full-time or part-time Employee is removed or dismissed or the hours he/she works are reduced as a result of a decision by the Board to decrease the number of ESP employees or to discontinue some particular type of educational support service, the following provisions shall apply:

A. Written notice shall be mailed to the full-time Employee and also given to the Employee either by certified mail, returned receipt requested, or by personal delivery with receipt, at least thirty (30) days before the Employee is removed or dismissed or the hours are reduced, together with a statement of honorable dismissal and the reason for the reduction-in-force.

B. The Employee with the shorter length of seniority in the District within the respective category of position on the respective seniority list, as determined under Article 3.5 above of this Agreement, shall be dismissed first. Employees do not have the right to bump into another category (e.g., Paraprofessional to Nurse, or vice versa) or into another seniority list (e.g., part-time to full-time, or vice versa)

C. If the Board has any vacancies during the recall period established under the *School Code,* the positions becoming available within a specific category on the seniority list from which reductions were made shall be offered to the Employees removed or dismissed from that category on that seniority list according to reverse seniority at the time of their release, provided they are qualified to hold such position.

Employees shall be returned to the category of position which they held prior to release, if vacant. If no positions are available in an Employee's category, then the Employee shall be eligible during the recall period for any other vacancies in other categories for which he/she has accrued seniority from prior positions held in the District or any other category or positions so far as they are qualified to hold such positions.

D. Notice of recall shall be sent to an Employee by certified mail (return receipt requested) to the last address submitted to the Board by the Employee or via email to the last email address submitted to the Board by the Employee. To expedite the process, the Superintendent or designee also may call the Employee to inform them of the recall offer. The Employee must notify the Board in writing, within five (5)

calendar days of receipt of the offer by phone, email, or certified mail, whichever is earliest, of the acceptance or rejection of any vacant position tendered to the Employee during the recall period. Any Employee who fails to notify the Board of his/her acceptance or rejection of an offered position within the time lines set forth above shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. An Employee who timely responds but declines the offered position shall remain on the recall list, but will be placed at the bottom of the list of the respective category.

E. If an Employee is released and recalled to a position within the legal recall period, the reduction-in-force shall not constitute a break in service with District 146.

3.7 Discipline, Suspension, and Termination

The Board agrees with the tenets of progressive and corrective discipline for employees who have been employed for more than three months, except when the District deems an Employee's misconduct such that a step or steps of progressive discipline must be bypassed. Disciplinary measures may include, but not necessarily be limited to the following: oral reprimand, written reprimand, suspension (paid or unpaid), discharge.

If an allegation(s) or charge(s) of a substantive nature is brought against an Employee, the Superintendent may suspend the Employee with pay until such time as the District concludes its investigation of the allegation(s) or incident(s) that led to the suspension.

In the event an Employee who has been employed for more than three months is to be suspended without pay or terminated for disciplinary or job performance reasons (i.e., not for reduction-in-force), the District shall provide the Employee in writing with notice of the following:

A. Reasons for the unpaid disciplinary suspension or employment termination;

B. The date(s) and duration of the suspension or the effective termination date; and

C. Notification of the Employee's right to request a review hearing on the reasons for the unpaid suspension and/or termination before the Superintendent, with a representative of the Union, if the Employee so elects.

Employees who have been employed for three months or less are considered probationary and may be disciplined or terminated at any time for any reason, without respect to the tenets of progressive and corrective discipline or adherence to the steps above.

Discipline or discharge under this provision, including the Superintendent's decision on unpaid suspension and termination appeals, shall be considered final and are not subject to the grievance and arbitration procedures set forth in Article IV of this Agreement.

3.8 Liability Protection

The Board will, in accordance with the Illinois *School Code*, indemnify and protect Employees against any loss or liability by reason of death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 Definitions

A. A grievance shall consist of any complaint that a violation or misinterpretation of any of the express terms of this Agreement has occurred.

B. As used in this Article, the term "days" shall mean days on which the District Business Office is open, excluding Winter and Spring Break. In the event the grievance occurs during the summer, the grievance shall be put in abeyance for a period not to exceed thirty-five (35) days. This abeyance period may be shortened or extended if mutually agreeable to both parties.

4.2 General Provisions

A. A grievance may be initiated and/or conducted by an Employee in his/her own behalf or by an Employee accompanied by a Union representative, if the Employee so elects.

B. No Employee at any stage of the grievance procedure will be required to meet with any administrator without a Union representative, if the Employee so elects.

C. In all steps of the grievance procedure, the grievance shall be heard during non-school hours, at a mutually agreed time. If at any step of the grievance procedure it becomes necessary for an individual to be involved during school hours as determined by the Board, he/she shall be excused without loss of pay for that purpose.

D. If a grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at the appropriate step of the grievance procedure.

E. An Employee who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.

F. The Employee and his/her representative, if any, have the right to be present at all hearings and meetings concerning his/her grievance.

G. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.

H. In any instance where the Union is not represented in the grievance procedure, the administrator making the decision shall notify the Union in writing of the resolution of the grievance at each level.

4.3 Procedure for Adjustment of Grievances

A. Informal Conference.

A complaint shall first be discussed with the appropriate administrator with the object of resolving the matter informally.

B. Formal Procedure

1. Step 1, Principal Level. In the event the matter is not resolved informally, the grievance, stated in writing, may be submitted by the Employee or his/her representative, if any, to the appropriate administrator within thirty (30) days after the occurrence of the act or condition which is the basis for the grievance.

   a) The administrator shall meet and confer on the grievance within five (5) days after the filing thereof, with a view to arriving at a mutually satisfactory adjustment. Participants in this conference and throughout the procedure shall be those guaranteed in the general provisions.

   b) Within five (5) days after hearing the grievance, the administrator shall state his/her decision in writing, together with supporting reasons, and shall furnish one copy to the grievant Employee, and two copies to the Union President.

2. Step 2, Superintendent Level. Within ten (10) days after receiving the decision of the administrator, an appeal from the decision may be made to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or conditions and the grounds on which the appeal is based, and shall be accompanied by a copy of the decision in Step 1.

   a) The Superintendent shall meet and confer on the grievance within ten (10) days, with a view to arriving at a mutually satisfactory adjustment.

   b) Within five (5) days after hearing the appeal, the Superintendent shall communicate his/her decision in writing, together with supporting reasons, to the administrator, the Union president or his/her designee, and the aggrieved.

3. Step 3, Board Level. Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. This appeal shall be in writing and shall be accompanied by a copy of the appeal at Step 2 and of the decision at Step 2.

a) No later than thirty (30) days after receipt of the appeal the Board shall hold a hearing on the grievance. The hearing shall be informal, but shall allow all parties to air their views. The grievants, their representatives, if any, and other parties to the grievance shall be allowed to attend the entire hearing.

b) Within ten (10) days after the hearing on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons to the Superintendent, the administrator, the Union president or his/her designee and to the aggrieved.

4. Binding Arbitration. If the decision at Step 3 is not satisfactory to the Union, a 4th step of impartial arbitration shall be available. Within ten (10) school days after receiving the Board's decision in Step 3, the Union must submit in writing a request to enter into such arbitration. The American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said association. The decision and/or award of the arbitrator will be binding upon the parties. Expenses for the arbitration shall be borne equally by the Board and the Union.

The arbitrator shall have no power to alter, amend, nullify, add to, or subtract from the express terms of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decisions solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

ARTICLE V
WORKING CONDITIONS

5.1 Work Schedules

Employees shall work the hours and days, including lunch breaks, as shown in Appendix B.

Employees shall be expected to arrive to work on time and not leave prior to the end of their scheduled work day without authorization. To comply with legally-required wage recordkeeping obligations, Employees must badge-in at the designated location upon their daily arrival and badge-out upon their departure. Separate attendance sheets must be completed by Employees who arrive late or depart early. Any Employee who works overtime will complete the District time sheet. Any infraction of the Employee's workday schedule shall be dealt with on a case-by-case situation.

During the school year on days when school sessions are canceled due to emergency situations and teachers are not required to report for work, Employees at the building level are not required to report to work. When students are not in attendance, 12-month Employees will follow the flex schedule as developed by the Administration Center.

5.2 Evaluation

Each Employee's job performance shall be evaluated by his/her direct supervisor. The evaluation process includes scheduled annual evaluations, on forms applicable to the job classification, and day-to-day appraisals. Additional evaluations may occur, if needed. A progress conference for all probationary Employees shall occur midway through the probationary period.

Supervisors shall provide a copy of the completed evaluation to the Employee and shall provide an opportunity to discuss it by April 1. As appropriate, supervisors should discuss job performance issues that require attention with Employees. The original evaluation form should be signed by the Employee and filed with the Superintendent's designee. The Employee's signature does not indicate concurrence, but merely that the Employee has seen the completed form. An Employee may file a signed statement on his/her behalf relating to any evaluation in his/her personnel file with which he/she does not concur. Such dissenting statements shall be attached to the original material.

5.3 E-Learning Days

On emergency days when a school building is closed for in-person learning but the school day is conducted remotely (i.e., an e-learning day under Section 10-20.56 of the *School Code*), employees shall be paid for their regular number of work hours to perform work assigned by their supervisor. Employees who do not perform the assigned work shall not be paid.

5.4 Health and Safety

Safe and healthful conditions shall be maintained throughout District schools. Health and safety conditions may be grieved only up to and including the second step of the grievance procedure set forth in Article IV of this Agreement. The Step 2 results of any grievance under this paragraph will be shared with the Board.

ARTICLE VI
LEAVES, VACATIONS, AND HOLIDAYS

6.1 Sick and Disability Leave

A. Full and part-time Employees who work at least 600 hours per year shall be granted paid sick leave at the beginning of each year as indicated below. A work day equals the number of hours that an Employee is scheduled to work. There shall be no limits on accumulation of unused sick days. The determination of the annual sick leave allocation shall be based on the Employee's accumulated sick leave as of the last Employee work day of the previous year.

Years of Service	Accumulation	Days Awarded
1-9	NA	12
10-14	110	12 + 1
15+	170	12+2

Part-time Employees who work less than 600 hours per year shall be awarded five (5) paid sick leave days (e.g., a three-hour employee will earn five (5) three-hour days, or fifteen (15) hours) at the beginning of each year after three (3) years of completed consecutive service in the District, ten (10) paid sick leave days at the beginning of each year after five (5) years of completed consecutive service in the District, and twelve (12) paid sick leave days at the beginning of each year after eight (8) years of completed consecutive service in the District.

Sick leave shall be used in cases of personal illness, quarantine at home, serious illness or death of anyone residing in the household or immediate family, or birth, adoption, or placement for adoption. Immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, great grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, or legal guardian.

B. The Superintendent or designee may require a physician's certificate, at the Employee's expense, as a condition for paying sick leave after an Employee has been absent for three (3) consecutive days for personal illness, or as it deems necessary in other cases. If the Superintendent or designee requires a certificate during an absence of less than three (3) days or directs an Employee to undergo a physical examination after the initial medical examination required for employment, the District shall pay the expenses incurred by the Employee. Employees must provide, at their own expense, any medical verification required for a leave of absence. (*School Code,* 24-5 and 24-6)

C. Any Employee who desires a temporary disability leave for extended personal illness shall be afforded a leave of absence as indicated on Appendix C, incorporated into this Agreement. Temporary disability leave shall run concurrently with any accumulated sick leave, personal leave, vacation days, and FMLA leave

available to the Employee and shall be calculated on the "rolling backwards" method used for FMLA eligibility during a 12-month period (see Article 6.6 of Agreement).

D. Employees hired during the contract year or working their final partial contract year shall have sick leave in proportion to the amount of time or part of the year for which they are employed. The Superintendent may grant exceptions to these use restrictions at his/her sole discretion.

6.2 Personal Business

Full and part-time school year Employees who work at least 600 hours per year may be excused up to three (3) work days per school year with pay for reasons of personal business.

Twelve-month full-time Employees will receive four (4) work days per year with pay for personal business.

Part-time Employees who work less than 600 hours per year will receive paid personal business leave of two (2) days (e.g., a three-hour employee will earn two (2) three-hour days, or six (6) hours) after five (5) completed consecutive years of service and three (3) days (e.g., a three-hour employee will earn three (3) three-hour days, or nine (9) hours) after eight (8) completed consecutive years of service.

Employees hired during the year shall be given personal leave in proportion to the amount of time or part of the year for which they are employed.

A request for the use of two (2), three (3), or four (4) consecutive days must be submitted in writing to the Superintendent for approval, and must include a reason.

Except in an emergency situation, an Employee must provide at least two (2) days' written notice to his/her supervisor, or the Superintendent when required, requesting use of personal leave. Such leave days will not be permitted **(1)** on the day before or after a school break or holiday, or **(2)** on an exchange day, or **(3)** on a SIP or Institute Day, unless the Superintendent grants an exception to these use restrictions at his/her sole discretion. Personal business leave authorized, but not used, shall be added to the individual Employee's accumulated sick leave.

6.3 Leave for Military Service and Annual Training

A. The Board will provide military leave for Employees who are called or volunteer for military service while under full time contract in District 146. Such Employees shall, upon return, be entitled to all benefits provided them by federal and state laws, provided that the Employee gives notice at least ninety (90) days prior to the start of the school year of his/her intent to return to the District upon honorable discharge from service.

B. An unpaid leave of absence for annual military training tours will be granted upon written request. An Employee's written request shall be delivered to the Board no less than forty-five (45) days prior to the start of the training tour, except in cases of emergency. The Board may consider requests for leave of absence with pay for such training tours, provided that the Employee cannot arrange a tour of duty at a time other than during the school year. If the Board determines to grant a leave of absence with pay, the Board shall deduct from such salary any amounts received by the Employee for such service.

6.4 Jury Duty

Employees called for jury duty or subpoenaed as a witness for District business shall turn over to the District business office evidence of participating in such court service, and no deduction shall be made from the Employee's compensation because of such absence. Employees may keep their jury payment provided to compensate them for mileage, travel and/or food expenses.

6.5 Professional Meeting Leave

The Union shall be granted two (2) days released time, at full salary, to be used by the President or Vice President of the Union, or his/her designee, for the purpose of attendance at meetings, conventions, or other business matters relating to the Union, provided that the Union assumes the cost of substitutes and meeting expenses. Requests for such released time must be made by the President, in writing, to the Superintendent, with a copy to the supervisor when appropriate, not less than five (5) days prior to the date of such absence.

6.6 Family and Medical Leave

Full-time Employees who have been employed by the Board for at least twelve (12) months, and have worked at least 1,250 hours during the preceding 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")[1]. Such leave shall be unpaid unless accumulated sick, personal, and vacation leave is available to an Employee; any such available paid leave must be used concurrently with FMLA leave. An eligible Employee is entitled to FMLA leave for up to twelve (12) work weeks during a twelve (12) month period, as calculated under the "rolling" 12-month period measured backward from the date the Employee uses any FMLA leave.

Each time an Employee takes FMLA leave, the remaining leave to which the Employee is entitled would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

[1] After January 1, 2022, employees who have been employed by the Board for at least twelve (12) months and who have worked at least 1,000 hours in the preceding twelve (12) months shall be eligible for medical and/or family leave in accordance with the provisions of the FMLA.

Example 1: If an Employee has taken eight (8) weeks of leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken.

Example 2: An Employee takes four (4) weeks of FMLA leave beginning February 1, 2022; four (4) weeks beginning June 1, 2022; and four (4) weeks beginning December 1, 2022. In this case, the Employee would not be entitled to any additional FMLA leave until February 1, 2023. However, beginning on February 1, 2023, the Employee would be entitled to four (4) weeks of leave; on June 1, 2023, the Employee would be entitled to an additional four (4) weeks, and on December 1, 2017, an additional four (4) weeks of FMLA leave.

FMLA leave may be used for the following purposes:

A. 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;

B. 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;

C. the care of the Employee's spouse, child or parent with a serious health condition;

D. the treatment of a serious health condition that makes the Employee unable to perform the functions of the job; or

E. certain military-related reasons.

An Employee shall provide thirty (30) days' notice to the Superintendent before a foreseeable FMLA leave is to begin based upon an expected birth, placement for adoption, foster care, or planned medical 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 of the reasons why the leave schedule is necessary, and of the schedule for treatment.

6.7 Extended Personal Illness Leave

When any Employee exhausts all accumulated paid leave and temporary disability leave time during an extended illness while under the care of a physician, the Employee may apply for an extended personal illness leave for up to 175 days for that illness. If granted by the Board, said leave shall be without pay.

6.8 Sick Leave Bank

A. Any full-time or part-time Employee shall be eligible to participate voluntarily in a "Sick Leave Bank." Employees who desire to participate in the Sick Leave Bank

shall submit written notice of intent to participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee, who will administer the provisions of the Sick Leave Bank, prior to October 1 of each year. Any Employee on extended sick leave during the annual enrollment period is ineligible to join the Sick Leave Bank. Days awarded to an Employee from the Sick Bank shall not count toward District seniority credit or salary schedule advancement.

B. Each participating Employee must contribute a minimum of three (3) days upon initial enrollment. Additionally, in case of depletion of the Sick Leave Bank below the 45% level (i.e., computed from the total enrollment in the Bank multiplied by three (3) days) during the school year, an automatic deduction of one (1) day shall be made from participants in the Bank with prior consent of the Sick Leave Bank Committee. No Employee who has submitted a notice of intent to retire will have a sick day automatically deducted.

C. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership.

D. Authorized withdrawals by participating Employees from the Sick Leave Bank shall be made only upon approval of the majority of members of the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be made up of the four (4) members of the Union Executive Board, a Union-designated committee chairperson, and an Administrator. The decisions of the Committee shall be final and are not subject to the grievance and arbitration procedures set forth in Article 4 of this Agreement.

E. A participating Employee may not apply for withdrawal from the Sick Leave Bank until the Employee has, in fact, depleted his/her accumulated sick leave and has been absent for a minimum of thirty (30) school days with a catastrophic illness. Each withdrawal shall be no more than twenty (20) school days. An Employee may apply for additional withdrawals if necessary, upon depletion of the initial withdrawal. Under no circumstances shall withdrawals from the Sick Leave Bank be used to extend a participant's sick leave beyond the school year in which the leave first commenced. An Employee may not apply for future Sick Leave Bank withdrawals until he/she has completed one (1) year of active employment after use of the Bank.

F. The Sick Leave Bank is available to Employees who have exhausted all of their accumulated sick leave and suffer from a personal illness, disability, or hospitalization of a "catastrophic" nature. Catastrophic refers to a life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In

contrast, the flu, a broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician's statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the Employee's request to access the Sick Leave Bank.

G. The Sick Leave Bank Committee shall compile a roster of participating Employees and shall submit its information to the administration no later than October 15. The Committee shall also report the specifics of any withdrawals to the Administration as days are withdrawn and awarded to a participating Employee.

H. Any Employee who is receiving disability benefits from IMRF or who is absent for illness or injury due to work-related accident (which is compensable under the *Illinois Workers' Compensation Act*) may not avail himself/herself of any benefits of the Bank. Employees who are on Board-approved leaves of absence, except for a temporary disability leave, shall be ineligible to withdraw days from the Sick Leave Bank.

I. Part-time employees will donate and use days in proportion to their full-time equivalency ("FTE") at the time of donation or use. For example, an employee who works six hours of an eight-hour position must donate three days—18 hours—upon initial enrollment, and this would increase the sick leave bank by 2.25 days (3 x 0.75). However, any employee who has reduced their FTE since donating to the bank will be capped at 100% of their pay at the time of use. For example, an employee who donated days while working at 1.0 FTE but has since reduced to 0.6 FTE and now needs to access the sick leave bank will be paid a 0.6 FTE daily wage for any days from the sick leave bank.

6.9 Leaves for Victims of Domestic or Sexual Violence

Any Employee who (1) is a victim of domestic or sexual violence, or (2) has a family or household member who is a victim of domestic or sexual violence, may take an unpaid leave of absence from work pursuant to the terms and conditions of the *Victims' Economic Security and Safety Act* to seek medical help, legal assistance, counseling, safety planning, and other assistance. Unless advance notice is not practicable, an Employee must provide at least 48 hours advance written notice to his/her supervisory when request such leave. An Employee is entitled to a total of twelve (12) work weeks of leave during a 12-month period for such leave. Such leave shall be unpaid unless accumulated sick, personal, and vacation leave is available to an Employee in accordance with District guidelines; any such available paid leave must be used concurrently with FMLA leave. Neither the law nor this provision creates any right for an Employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal *Family and Medical Leave Act.*

6.10 Bereavement Leave

In the case of death of a member of the immediate family (as defined in Section 6.1 above), Employees may use up to a maximum of two (2) additional work days for bereavement one (1) time per school year. These days will not accumulate from year to year and will not be counted against the Employee's sick leave accumulation.

6.11 Vacation

Twelve-month Employees will be eligible for annual vacation as credited during the District's fiscal year (July 1- June 30). During an Employee's first year in the District, vacation days shall be earned monthly at the rate of one (1) vacation day per month up to the maximum annual ten (10) days indicated below. Beginning July 1 after an Employee's first year in the District, vacation days shall accrue and be available for use immediately.

Completed Years of District Service	**Vacation Earned**
0-5 years	10 days
6-11 years	15 days
12 or more years	20 days

Vacation days will not be advanced to Employees in anticipation of continued future service to the District.

Accrued vacation time must be used prior to the end of the fiscal year (June 30) or those days will be permanently lost for use or further accrual (i.e., "use it or lose it" rule). Exceptions to accrual extensions and vacation payouts may be considered at the sole discretion of the Superintendent, provided that no more than three days may be carried over with the Superintendent's pre-authorization, and such days must be used within one month of the end of the contract year, by the end of July. The Superintendent's decision whether to grant an exception is not grievable or subject to arbitration.

The District will not pay Employees for vacation time accrued but not taken, except at the time of termination of employment. The annual allotment of vacation days will be prorated in the event the employee does not work the full year (e.g., an employee who submits for retirement on August 1—one month into the new contract year—will receive 1/12 of the normal annual allotment of vacation days).

6.12 Holidays

Twelve-month Employees, as indicated on Appendix B, shall be granted the day off with pay for the following legal holidays, or their substitutes (e.g., the first Monday in January instead of Casimir Pulaski Day), as scheduled on the District calendar, unless the District receives a waiver or modification of the *School Code* allowing it to schedule school on that holiday. Eligible Employees will be paid for, but will not be required to work on, the designated holidays regardless of the day of the week upon which the holiday falls.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Abraham Lincoln's Birthday (or President's Day)
- Casimir Pulaski's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

The District may require Employees to work on a school holiday during an emergency or to maintain the operational needs of the District. If an Employee works on a school holiday pursuant to the preceding sentence, the Employee will be paid his/her applicable hourly rate for 1.5 times the hours worked on said holiday.

In years with an extra work day (i.e., 261 days), eligible Employees shall be granted the Friday after Thanksgiving off as a floating holiday without pay. In general years with 260 work days, the Board will grant the Friday after Thanksgiving off as a floating holiday with pay. In years that have more than 261 work days for eligible Employees, the administration and Union shall meet to determine where the extra day is placed on the District calendar as an unpaid floating holiday.

6.13 Workmen's Compensation Leave

Any Employee who is temporarily disabled as a result of any injury arising out of and in the course of his/her employment shall continue to receive his/her full regular salary and shall not be charged with any earned vacation leave, sick leave, or other similar benefits for a period of twenty (20) work days from the date of the accident.

Benefits payable from the insurance carrier (workmen's compensation) shall be made directly to District 146 during the twenty (20) work days from the date of the accident and as long as the Employee remains eligible for temporary disability benefits during this time period. After twenty (20) days, if the disability continues, the Employee may elect to receive full pay from District 146, assign all workmen's compensation benefit pay to District 146, and use his/her earned sick leave at the rate of 1/3 of a day of earned sick leave per day of absence.

6.14 Insurance while on Unpaid Leave

With the consent of the insurance carrier and after the expiration of any insurance benefits for an unpaid leave afforded under the federal FMLA, an Employee on an unpaid leave of absence may maintain insurance benefits by making timely payments of the full premium to the Business Office or elsewhere pursuant to its direction.

ARTICLE VII
COMPENSATION AND BENEFITS

7.1 Compensation

A. **Existing Employee Wages.** In each year of this Agreement, the compensation for existing employees will be increased by 3.25% over their prior hourly rate. From this compensation, the Board shall deduct and pay on behalf of Employees all required pension contributions owed to the Illinois Municipal Retirement Fund.

B. **New Employee Starting Wages.** New Employees shall be paid as described in Appendix A. The Superintendent may grant experience credit for new hires at a rate of $0.35 per hour for each year of relevant experience, up to a maximum of eight (8) years. In the event the District desires to exceed this allowance, the District shall consult with the Union.

7.2 Payroll Procedures and Deductions

Full-time Employees shall have the option to be paid over 22 or 26 pay periods. Employees who resign in the middle of the year shall be paid for the period of actual employment, plus any owed overtime and earned vacation pay, and shall have their final paycheck prorated accordingly.

A. Upon written request of the Employee, and in accordance with applicable law, salary deductions shall be made for

1. ESP Tinley Park Council of Local 604, IFT-AFT
2. Tax sheltered annuities
3. Any other program mutually agreeable to the Board and Union.

B. The Board will make Union dues deductions upon written request by the Employee on the form provided by the Union. This form will be provided to the Board by the Union. The Board shall honor Employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union for dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an Employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an Employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deduction, the Union will notify the employer after the close of the revocation window. This request must be made at least ten (10) calendar days prior to the first deduction.

The District agrees to remit these dues and/or fees to the Union each pay period that dues/fees are deducted. A list of all employees within the bargaining unit and any deductions that have been made and the amount of each deduction shall

accompany each remittance. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) working days.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with these provisions, or in reliance on any list, notice, authorization form, certification, affidavit, or assignment furnished by the Union under this provision.

7.3 Overtime Pay

Employees shall receive overtime for hours worked in assigned, pre-approved or emergency response time that are in excess of forty (40) hours in a work week. For overtime payment calculations, hours worked means only those hours actually on the job and working (i.e., sick, personal, vacation, and other leaves are not included). Overtime payment is at one and one-half (1+1/2) times the Employee's straight rate of pay.

7.4 Final Paycheck

A terminating Employee's final paycheck will be adjusted to include pay for any unused, earned vacation credit. Terminating Employees will receive their final pay on the next regular payday following the date of termination, except that an Employee dismissed due to a reduction in force shall receive his/her final paycheck on or before the third business day following the last day of employment.

7.5 Mileage Allowance

Employees who are required to use their automobiles for approved travel on District business shall be reimbursed for their mileage at the rate allowed by the Internal Revenue Service.

7.6 Medical Insurance

A. The Board will provide a group hospitalization and medical insurance program to all eligible full-time Employees, with benefits as indicated in the District's program booklet. A full-time eligible Employee is one who meets the eligibility criteria of the Board's group health insurance plan (e.g., works 1,200 hours in the 2021-2022 contract year). Employees who worked at least 1,000 hours in the 2015-2016 contract year but did not meet the 1,200-hour standard as of the 2016-2017 contract year and who elected to enroll in 2016-2017 and were still enrolled in 2020-2021 are grandfathered for this benefit.

B. All eligible Employees who do not elect hospitalization and medical insurance may select to receive a Board-paid $100,000 group term life insurance policy.

C. The Board and Employee sharing of the group hospitalization and medical insurance premiums will be as follows:

Board Contribution	Employee Contribution
Single 95%	5%
Family 75%	25%

The Board shall pay the first nine percent (9%) of any annual increase in the individual and family premiums. Any annual increase beyond nine (9%) will be split 50/50 between the Board and Employee calculated from the first year of this Agreement as the base year.

Single Coverage Example:

YEAR	DESCRIPTION	COST BREAKDOWN	
Year 1	Insurance cost is $100.00 per month. Therefore:	$100.00	
		Board	Employee
	Board pays 95% ($95.00); Employee pays 5% ($5.00)	$95.00	$5.00
Year 2	Insurance increase is 10% ($10.00), bringing total cost to $110.00. Therefore:	$110.00	
		Board	Employee
	$109.00 is split 95%/5% and	$103.55	$5.45
	$1.00 is split 50%/50%	$0.50	$0.50
		$104.05	$5.95
Year 3	Insurance increase is 8% ($8.80), bringing total cost to $118.80. Therefore:	$118.80	
		Board	Employee
	$118.80 is split 95%/5%	$112.860	$5.94

Family coverage increases will be calculated in the same manner.

D. The Board and Union agree to establish a District Insurance Committee that will meet annually to review the health insurance plans.

7.7 Term Life Insurance

The Board will provide group term life insurance in the amount of $20,000.00 to eligible Employees. An eligible Employee is one who works 1,000 hours annually and meets any conditions of the term life insurance plan.

7.8 Dental Insurance

The Board will provide dental insurance at its expense to eligible Employees and dependents. An eligible Employee is one who works 1,000 hours annually and meets any conditions of the group dental insurance plan.

7.9 Flexible Spending Account

The District will institute a flexible spending account program under the provisions of Section 125 of the *Internal Revenue* Code to provide premium conversion, dependent care, and medical reimbursement benefits to eligible Employees.

7.10 Internal Substitution Payment

Employees who substitute in another position for which a different salary rate is paid shall receive the higher rate of compensation (i.e., their regular rate or the rate of the position for which they are substituting) whenever the internal substitution duties exceed a minimum of 6 ½ hours of daily work.

7.11 Committee Work

Leadership positions and committee involvement outside the normal school day shall be paid at the Employee's hourly rate, provided the Superintendent has approved payment in advance for such work. The Superintendent may also invite participation in other unpaid committee work, which an Employee is free to either accept or refuse.

7.12 Teaching a Class

Employees who serve as instructors for District staff development outside the normal school day shall be paid at the Employee's hourly rate.

7.13 District-Sponsored Workshops

Employees may participate in District-sponsored workshops specifically designed to aid Employees in their job-related category. Participation requires pre-approval of the Superintendent or designee. Employees shall be paid at the Employee's hourly rate.

7.14 Professional Training

Staff development opportunities will be provided so that Employees may gain new skills in their job-related category. Employees who participate in professional training beyond the work year/day at the request of the District shall be paid the Employee's hourly rate.

7.15 Supervising Outside the Normal Work Day

Employees who are asked to supervise students outside of the regular school day will be paid their hourly rate. Administration will pre-approve the request. Employees who serve

as timekeepers, crowd control, and score keepers shall be paid at the rate set forth in Appendix C in the Teachers' Contract.

7.16 Summer School Notification

Every effort will be made to notify Employees who apply for summer school work one (1) week before summer school begins. Employees will be paid their hourly rate.

7.17 Professional Growth Compensation

Nurses will be reimbursed up to a maximum of one hundred fifty dollars ($150) for Continuing Education Units per year. Preapproval and documentation of successfully completed Continuing Education Units, as well as a receipt for the expense of the units, must be submitted to the Superintendent or designee for reimbursement.

7.18 Payment for Unused Sick Leave

For any full-time Employee who has a minimum of fifteen (15) years of continuous service in the District and who retires from District 146 and immediately takes his/her IMRF retirement pension benefits, the Board shall reimburse any unused, accumulated sick leave days that the Employee does not elect to use for retirement credit in the IMRF retirement system at the rate of $35.00 per day. This payment shall be made to the Employee in the month following the month after the effective date of the Employee's resignation from employment for retirement purposes. For any part-time Employee who has a minimum of fifteen (15) years of continuous service in the District and who retires from District 146 and immediately takes his/her IMRF retirement pension benefits (if IMRF-eligible), the Board shall reimburse any unused, accumulated sick leave days that the Employee does not elect to use for retirement credit in the IMRF retirement system at the rate of $17.50 per day.

7.19 Retirement Incentive

For the 2021-2022 and 2022-2023 school years, the Board shall offer a retirement incentive payment to Employees. To be eligible for the retirement incentive, the Employee must, at the time of resignation for retirement purposes (date of retirement) have at least fifteen (15) years of full-time consecutive service in District 146 and not cause the Board to make any accelerated payments to IMRF resulting from creditable earnings in excess of six percent (6%) in the Employee's years used for the IMRF retirement pension calculation. An eligible Employee must submit to the Superintendent's office an irrevocable letter of intent to resign for retirement purposes at the end of the school year between December 1 and January 15 of the contract year in which the Employee will resign.

The Board shall provide eligible Employees who submit a timely notice of intent to retire and whose last day of employment is on or before June 30 of the same contract year with an incentive payment of $100.00 per year for each full year of service in the District. The payment shall be made to the Employee in the month following the month after the effective date of the Employee's resignation from employment for retirement purposes.

7.20 Contract Re-Opener

During the term of this Agreement, the Board and Union agree to meet to review and negotiate any financially catastrophic impact to the District that might result from any federal or state legislation or regulation.

7.21 Extended Service for Part-Time Employees

Unless specifically pre-authorized in writing by the Superintendent or designee, part-time Employees are not eligible for work outside their regular work day—e.g., committee work under Section 7.11, staff development under Section 7.12, student supervision under Section 7.15, etc.

7.22 Changing Category of Position

If an employee changes categories of position, the employee's hourly rate will be increased or decreased, as applicable, by the difference between the starting wage (in Appendix A) of the two categories. For example, a Health Clerk (starting wage of $15.13) who becomes a School Nurse (starting wage of $20.39) would see a $5.26 increase in his/her current hourly rate. And a Tech 1 (starting wage of $16.15) who becomes a Media Clerk (starting wage of $15.70) would see a $0.45 decrease in his/her current hourly rate.

Part-Time Paraprofessionals who become Full-Time Paraprofessionals are exempted from this rule. Instead of decreasing by the differential between Part-Time and Full-Time, a Part-Time Paraprofessional making this category change will have his/her hourly rate adjusted to equal the hourly rate of a Full-Time Paraprofessional with one half (½) the years of full-time experience.

The Superintendent reserves the right in unique circumstances to discuss an individual's adjustment with the Union.

For purposes of calculating years of service toward vacation, an employee who changes from a school-year position to a 12-month position will be giving 10/12 of a year of service for each year worked in the school-year position. Employees who made such a position change during the 2016-2021 contract and were not given such pro-rated credit toward vacation may notify the Superintendent or designee of that fact and have such credit applied going forward, beginning with the 2021-2022 contract year.

ARTICLE VIII
EFFECT OF AGREEMENT AND DURATION

8.1 Maintenance and Amendment of Contract

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.

8.2 Savings Provision

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or Congress or the Illinois legislature enacts a law in conflict with any article, section, or clause of this Agreement, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

8.3 No Strike Provision

The Union, its members, and members of the bargaining unit agree not to strike, engage in any work stoppage, or picket, any of which of the foregoing in any manner would tend to disrupt the operation of any school in District 146 or its administrative offices, during the term of this Agreement.

8.4 Waiver of Mid-Term Bargaining

The parties acknowledge that, during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate any further agreements effective for or during the term of this Agreement.

8.5 Duration

This Agreement shall be effective as of July 1, 2021, and shall remain in full force and effect through June 30, 2026.

DATED THIS 14th **DAY OF** September, **2021.**

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

FOR THE ESP TINLEY COUNCIL OF LOCAL 604, IFT-AFT

Karen Lyons, Co-Vice President

Melissa Knouse, Co-Vice President

FOR THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 146, COOK COUNTY, ILLINOIS

Darcy Nendza, President

Rick Lloyd, Secretary

Appendix A
Starting Salary Hourly Rates

1% increase per year	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
P/T Paraprofessional	$18.10	$18.28	$18.46	$18.65	$18.83
Safety Clerk	$15.13	$15.28	$15.43	$16.59	$16.75
Health Clerk	$15.13	$15.28	$15.43	$15.59	$15.74
Tech Level I	$16.15	$16.31	$16.47	$16.64	$16.81
F/T Paraprofessional	$15.62	$16.78	$16.94	$18.10	$18.28
Media Clerk	$15.70	$15.85	$16.01	$16.17	$16.33
School Nurse	$31.31	$31.62	$31.94	$32.26	$32.58
Building Secretary	$18.27	$18.45	$18.64	$19.82	$20.02
Accounts Payable	$19.90	$20.10	$20.30	$20.50	$20.71
District Sec/Rec	$18.69	$18.88	$19.07	$19.26	$19.45

PT Paraprofessionals - *3 hours and 20 minutes*
4 hours
4.5 hours

Revised Appendix A: *Starting Salary Hourly Rates in accordance of MOU dated September 12, 2022.*
RE: Full-Time Paraprofessional starting salary increased by $1.00.

Revised Appendix A: *Starting Salary Hourly Rates in accordance of MOU dated January 13, 2025.*
RE: Full-Time Paraprofessional, Building Secretary, Safety Clerk starting salary increased by $1.00 effective January 13, 2025.

APPENDIX B
Work Schedules

Category	Daily Hours	Paid Hours	Lunch	Work Year	Holidays & Vacation	Benefits	IMRF	Notes
Secretaries – Ad Center	8	37.5/wk	30 min/day unpaid	12 months	Yes	Health, Dental, Life	Yes	• Flexible summer schedule may be agreed to by the Superintendent
Secretaries – Building	8	40/wk	30 min/day paid	12 months	Yes	Health, Dental, Life	Yes	• Work through lunch • Flexible summer schedule may be agreed to by the Superintendent
Accounts Payable	8	37.5/wk	30 min/day unpaid	12 months	Yes	Health, Dental, Life	Yes	• Flexible summer schedule may be agreed to by the Superintendent
Technology Specialists – Level 1	8	37.5/wk	30 min/day unpaid	12 months	Yes	Health, Dental, Life	Yes	• Flexible summer schedule may be agreed to by the Superintendent
Nurses – Building	7.5	37.5/wk	30 min/day paid	Teacher School Year	No	Health, Dental, Life	Yes	• 4 Exchange Days of summer work to be used in lieu of attendance at 4 SIP / PT Conference Days • Work through lunch
Health Clerk – CMS	7.25	33.75/wk	30 min/day unpaid	Teacher School Year	No	Health, Dental, Life	Yes	• 4 Exchange Days of summer work to be used in lieu of attendance at 4 SIP / PT Conference Days
Health Clerk – Elementary	3	15/wk	None	Student Days	No	No	No	
Safety Clerks	8	40/wk	30 min/day paid	Teacher School Year + 9 days	No	Health, Dental, Life	Yes	• 9 additional days of work during the summer TBD by building principal (June and August) • Work through lunch
Media Center Clerk	7	32.5/wk	30 min/day unpaid	Teacher School Year	No	Dental, Life	Yes	
FT Paraprofessionals	7.5	35/wk	30 min/day unpaid	Teacher School Year	No	Health, Dental, Life	Yes	• 2 Exchange Days of required August training to be used in lieu of 2 SIP Days • Attendance required at monthly building meetings (9hrs); Open House (1hr); and Curriculum Night (1.5hrs) in lieu of 2 PT Conferences and/or SIP day
PT Paraprofessionals	3hr 20min	16.66/wk 599 max hrs/yr	None	Student Days	No	No	No	• Attendance required at August training days; invited to attend Opening Institute Day (time-sheeted) • Normal am/pm work schedule should be followed on any half-day SIP

NOTE: All school-year categories will follow Teacher Schedule on Institute / SIP Days
Exchange days will be determined by the Superintendent or designee and Union President

APPENDIX C
Temporary Disability Leave

	0 - 1199 hrs		1200 to 1249 hrs.		1250 hrs. or more	
Years in District	*Leave Time*	*Insurance*	*Leave Time*	*Insurance*	*Leave Time*	*Insurance*
0-1	Sick Leave Days		Sick Leave Days	0 Weeks	Sick Leave Days	0
	FULL TIME ONLY					
2-4	Sick Leave Days		9 Weeks	0 Weeks	12 Weeks (Concurrent with FMLA)	12 weeks
	FULL TIME ONLY					
5-7	Sick Leave Days		9 Weeks	6 weeks	16 Weeks (Concurrent with FMLA)	12 weeks
	FULL TIME *and* PART TIME having SICK DAYS					
8-10	Sick Leave Days		12 Weeks	9 weeks	16 Weeks (Concurrent with FMLA)	14 weeks
	FULL TIME *and* PART TIME having SICK DAYS					
11-19	Sick Leave Days		16 Weeks	12 weeks	18 Weeks (Concurrent with FMLA)	16 weeks
	FULL TIME *and* PART TIME having SICK DAYS					
20>MORE	Sick Leave Days		18 Weeks	14 weeks	20 Weeks (Concurrent with FMLA)	18 weeks
	FULL TIME *and* PART TIME having SICK DAYS					

❶ Employees working less than 1200 hours are not eligible for health insurance benefits.

❷ All employees must use accumulated sick leave, personal leave, and vacation days while on temporary disability.

❸ Employees eligible for group health benefits shall have insurance paid during their temporary disability in accordance with Article 7.6 of the Agreement.

❹ Beyond the leave days above, employees may be eligible for additional accommodations under the Americans with Disabilities Act (ADA).

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