

AGREEMENT

Between

**The Board of Education of
School District 162**

Cook County, Illinois

and

The Support Personnel – Matteson Education Association

July 1, 2023– June 30, 2026

SUPPORT PERSONNEL – MATTESON EDUCATION ASSOCIATION

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AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF SCHOOL DISTRICT 162
COOK COUNTY, ILLINOIS
AND
THE SUPPORT PERSONNEL—MATTESON EDUCATION ASSOCIATION

PREAMBLE

The Board of Education of School District 162, Cook County, Matteson, Illinois, hereinafter referred to as the "Board," and the Support Personnel—Matteson Education Association, affiliate of IEA-NEA and NEA, hereinafter referred to as the "Association," recognize their common aim of providing the best education possible for the youth of the District.

It is recognized that the legal responsibility for education is vested in the Board and that this responsibility for final decision-making cannot be delegated. The Board agrees to enact the results of negotiations as mutually agreed upon.

The Board and the Association recognize the success of the educational program in the District depends upon the abilities and performance of the employees carried out in conducive environments. Employees are expected to act in a professional manner and will be treated as professionals.

ARTICLE I
RECOGNITION

1.1 Recognition. The Board recognizes the Association as the sole and exclusive bargaining agent for all Paraprofessionals; CLERICAL and SECRETARIAL: Building Secretary, Student Services Assistant, Special Education Secretary, Receptionist, Business Office Assistant; FOOD SERVICES: Clerical/FSA, Food Server/Cook; TECHNOLOGY SPECIALIST; and excluding all certified personnel, administrators, administrative assistants to Superintendent, custodians, maintenance, health clerk, lunch supervisor, home/school coordinator, parent center coordinator, parent center aide, director of business services, crossing guard, assistant to the principal, Director of Technology, Director of Transportation/Data Management, Director of Food Service/Purchase Agent. The term "employee," when used herein, will refer to all employees represented by the Association in the bargaining unit as defined above. When used herein, the phrase "employee organization" means the Association.

The Board agrees not to negotiate with any other employee organization or any employee during the term of this Agreement, except that nothing in this Agreement will prohibit any employee from appearing before the Board on his/her own behalf after implementing established administrative procedures, and nothing in this Agreement will prohibit the Board from discussions with employees as long as such discussions are in compliance with this Agreement.

ARTICLE II
NEGOTIATIONS PROCEDURES

2.1 General. The Board and Association agree to conduct negotiations in accordance with the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board. Negotiation matters will not be discussed or materials distributed in the presence of students.

2.2 Successor Agreements. Either party may notify the other in writing on or after December 1 of the final year of this Agreement that it desires to modify this Agreement.

ARTICLE III
ASSOCIATION RIGHTS

3.1 Board Meetings—Notification. The President of the Association will be provided written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting.

3.2 Board Minutes—Association Copies. One (1) copy of all open session Board minutes will be provided to the President of the Association with the Board packet prior to the next regular Board meeting.

3.3 Pertinent Information—Association. The Board will provide the Association with copies of the agenda and minutes of all open session Board meetings and will, from time to time in response to reasonable written requests, furnish any information which may be necessary for the Association to process any grievance or complaint. The Board will also furnish annual financial reports and audits, a register of bargaining unit personnel, budget prior to approval, treasurer's reports, enrollment data, and all other information as requested which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees and the students of District 162.

3.4 Names and Addresses—New Employees. Names, addresses, phone numbers, and assignments of newly hired employees will be provided to the Association President and Membership Chairperson within fourteen (14) days after Board approval of their employment.

3.5 Meetings, Notices, and General Information. The Association will be permitted the following:

3.5.1 The use of school buildings for meetings with prior approval of the building principal and notification to the Superintendent.

3.5.2 The use of employee mailboxes, interschool mail, and faculty bulletin boards for the purpose of internal communication.

3.5.3 The SP-MEA may request, from the building principal, time for SP-MEA reports and announcements at the conclusion of a building staff meeting in which SP-MEA employees are in attendance.

3.6 Association Dues. The Board shall deduct from the pay of each employee all current membership dues of the Association, including the Illinois Education Association and the National Education Association, provided that at the time of such deduction there is in the possession of the Board a current or continuing membership list written authorization form for dues deduction, executed by the employee, and provided the amount to be deducted from each paycheck shall be the same. Such authorization shall specify the amount of dues to be deducted from each employee's salary. Such authorization cards shall be furnished by the Association.

3.7 Association Leave. In the event that the Association desires to send representatives to local, state, or national conferences, or any other business pertinent to Association affairs, these representatives will be excused without loss of salary providing the Association reimburses the District for the cost of substitutes, if any. Such requests for Association Leave will be forwarded in writing to the Superintendent through the President of the Association. There will be available to the Association fifteen (15) such days.

3.8 Right to Organize. Employees will have, and be protected in the exercise of, the right freely and without fear of reprisal or penalty to form, join, and assist any employee organization or to refrain from such activity. The freedom of such employees to assist any employee organization will be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative including presentation of its views to officials of the school system. No interference, restraint, coercion, or discrimination may be practiced to encourage or discourage membership in any employee organization.

3.9 Committee Representative. No employee will represent the SP-MEA on any committee unless duly authorized by the SP-MEA to do so.

3.10 Liaison Committee. A SP-MEA/Administration Liaison Committee will be established for the purpose of providing an opportunity for on-going communication about issues of concern to either party. This Committee will meet as often as is necessary and will take a problem-solving approach to issues being considered. The Committee will be composed of administrators appointed by the Superintendent and employees appointed by the SP-MEA. Before a building level issue is placed on the agenda for the Liaison Committee, the building level issue will first be raised before the administrator at the building where the issue exists. The Committee may discuss contract issues, but any discussion will not be deemed to be bargaining; and no contract changes may be agreed to by the Liaison Committee.

3.11 Right to Representative. In the event an employee is required to meet with the Board of Education, an administrator or another supervisor for a matter which may lead to discipline of the employee or otherwise may impact continued employment or status, the employee shall be advised in advance of the meeting of his/her right to be accompanied by a representative of the Association during such meeting.

3.12 Insurance. A maximum of two (2) support staff representatives shall sit on the District Insurance Committee and will be allowed to give input.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

4.1 Management Rights. All management rights and functions, except those which are elsewhere abridged by this Agreement, will remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to: (1) the control of property and the composition, assignment, direction, and determination of the size and type of the District staff; (2) the right to determine the work to be done and the standards to be met by employees covered by this agreement; (3) the right to change or introduce new programs and courses of instruction, methods, processes, means and facilities; (4) the right to hire, establish work schedules, determine hours of employment, assign, transfer, or release (R.I.F) District employees; and (5) the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation; no such management rights and functions will be in violation of state or federal law.

ARTICLE V
WORKING CONDITIONS

5.1 Reduction in Force (R.I.F.). Any reduction in personnel represented by the Association will be in compliance with the Illinois School Code and this Agreement.

5.1.1 Seniority. Seniority will be defined as the length of an employee's continuous employment in a category of position starting on the first day services are provided in that category. In the event two (2) or more employees have exactly the same seniority in a category of position, seniority shall be determined by the drawing of lots. On or before February 1 of each year, the District shall prepare and distribute a seniority list prepared in accordance with the terms of this Agreement. It is the responsibility of each employee on the seniority list to make the Superintendent aware, no later than March 1 of each year, of any errors in the seniority list information for that employee via letter and the Superintendent shall respond within ten (10) working days. If any employee fails to notify the Superintendent of any such errors by the above-stated deadline, the Association and the employee are prohibited from raising these purported errors in any dispute regarding a R.I.F. In computing seniority, the following terms shall apply:

- a. Seniority is lost upon resignation, dismissal, and retirement;
- b. Seniority is retained but shall not accrue during unpaid leaves of absence and/or periods of layoff;
- c. Seniority continues to accrue during paid leaves of absence and periods of temporary disability; and
- d. Employees shall accrue seniority in a different position when assigned to another category.

The District shall utilize the following categories of position for seniority purposes:

1. Paraprofessionals
2. Technology Specialists and Computer Aides
3. Ten (10) – Month Secretaries

4. Twelve (12) – Month Secretaries
5. Food Service/Cook
6. Clerical/FSA
7. SSA

As stated above, seniority in a prior position is retained during subsequent service in a different category of position. Accordingly, when an employee changes positions during his/her employment with the District, it is possible that this employee may not have sufficient seniority to avoid a R.I.F. in his/her new position but may have retained more seniority in the prior position than an employee who is currently working in that position, which would allow a “bump” based upon the seniority retained in the prior position. In order to avoid such a “bump,” the Superintendent may transfer the employee with the “bumping” rights to another position covered by this Agreement, provided that the transferred employee does not suffer any loss of salary or benefits as compared to the salary and benefits that would have been earned if the “bump” had been allowed to occur. The employee who “bumps” another employee or is transferred in order to avoid such a “bump” shall accrue seniority in the new category of position in which he/she works after the “bump” or transfer. In addition, in order to avoid a R.I.F. of a current employee/Association member, the Superintendent or her designee may assign the current employee/Association member to another position covered by this Agreement, provided that the current employee: (a) satisfies all requirements of the assigned position pursuant to governing law and any applicable job description; and (b) does not suffer any change in salary or benefits compared to the salary and benefits earned in the category of position from which the employee would otherwise have been dismissed via a R.I.F. Such a transfer shall be memorialized in writing, including the signature of the Superintendent/designee. When all such transfers have occurred, the District shall determine whether there are any vacant positions covered by this Agreement and shall recall former employees to fill any such vacancies in compliance with the Illinois School Code.

5.2 Evaluation. The objectives for evaluating employees are to enhance the quality of education for District students, to encourage employees to maintain excellence of performance, to provide a rational basis for personnel decisions, and to recognize effective instruction. Each employee shall be evaluated in writing annually by the building principal or the administrative supervisor in the case of employees not assigned to a school building.

During the time period of this contract, the District shall continue to use the evaluation system and forms that have been in place in prior years. During the time period of this contract, a committee of employees appointed by the Association and administrators appointed by the Superintendent shall review the current system and shall recommend revisions as determined appropriate by the committee. Any such revisions shall be implemented only upon the approval of the Board and the Association. In evaluating Paraprofessionals, teacher input shall be sought in those situations where the teacher has a direct working relationship with the aide.

5.3 Parental Complaint. The District will encourage parents having complaints relative to an employee to follow Board policy by meeting first with the employee and the principal, then the Superintendent, and, if necessary, thereafter the Board. In no case will an administrator take any disciplinary action against an employee based on a parental complaint without first having a conference with the employee and making every reasonable effort to schedule a conference with the employee and the parent. These provisions will not apply to any situation giving rise to any reports as may be required by law to the Department of Children and Family Services alleging child abuse and/or neglect.

5.4 Assault. Any case of assault upon an employee in performance of contractual obligation to the District will be reported to the Superintendent within twenty-four (24) hours. The Board will

provide the employee legal counsel to render reasonable assistance to the employee in the handling of the incident by law enforcement and judicial authorities. The Board or its designee will complete all reports of the incident as required by law. In any case of assault upon an employee as provided herein, the Board encourages the employee to file a charge with local law enforcement authorities and to take any further action required by the judicial system.

Nothing in this Section is intended to obligate the Board to provide legal counsel to assist the employee in pursuing litigation for damages or the like.

5.5 Personnel File. Each employee will have the right, upon request, to review the content of his/her personnel file (except for pre-employment references) in the presence of the Superintendent or his/her designee. At the employee's request, a representative of the employee's choosing may accompany the employee in this review. The employee may be required to sign a log indicating he/she has reviewed the file at the time of said review.

Any employee will have the right to attach dissenting material to any item in his/her personnel file. The employee will receive a copy of any item placed in his/her personnel file that was not originated by the employee.

5.6 Probationary and Continuing Employees. A new employee shall be considered a "probationary" employee. The probationary period shall begin on the first day of employment and shall end ninety (90) working days thereafter. A probationary employee may be disciplined and/or terminated as deemed necessary by the Board.

After the ninety (90) days of employment, an employee shall be considered a "continuing" employee. A continuing employee may be suspended, demoted, or terminated only for a just cause. For purposes of this Section, demotion shall mean a change in job which results in a reduction of salary or benefits.

5.6.1 Continuing employees shall be given reasonable written warning, specifically identifying the behavior(s) which, if not remedied, could be the basis for termination, for behaviors that are determined by the Superintendent to be remedial. A specified period of time of not less than fifteen (15) working days shall be provided in writing for remediation. Employees will be evaluated at the end of their remediation period, and the evaluation will be discussed with the employee. Continuing employment may be terminated without warning for behavior that is determined by the Superintendent to be irremediable with opportunity to appeal to the Board.

In the event a continuing employee has been subject to remediation plans related to the same behavior(s), the Board shall not be required again to place the employee on a new remediation prior to implementing discipline substantially similar behavior(s) for a second time. Any suspensions without pay or discharge implemented under this paragraph shall be for just cause.

5.7 Employee Workday and Work Year. For twelve (12)-month employees, the workweek shall be Monday through Friday. Twelve (12)-month employees shall be paid for, but shall not be required to work, on legal public school holidays included in the official calendar adopted by the Board and filed with the Illinois State Board of Education. Twelve (12)-month employees shall not be required to work on Independence Day, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day but shall be paid therefore. In the event any holiday in the preceding sentence should fall on a weekend, the

holiday will be celebrated on the workday immediately before in the case of holidays falling on a Saturday or celebrated on the workday immediately following in the case of a holiday falling on a Sunday. The Superintendent may adjust the days and hours of work during the summer or during the spring and winter breaks.

The work year for Paraprofessionals shall include all student attendance days. If a Paraprofessional is required to work on an institute day or a parent-teacher conference day then he or she shall be paid at his or her per diem rate. Paraprofessionals will be given a written schedule by their assigned administrator each year. It is understood that this schedule can change during the year due to enrollment and/or needs of individual students.

The work year for Clerical/FSA employees shall include all student attendance days plus five (5) days before the first teacher attendance day of the school year. Clerical/FSA employees shall be paid at their per diem rate for the additional five (5) days worked.

The work year for Student Service Assistants shall include all student attendance days. Student Services Assistants may be required to work the two (2) weeks prior to the first teacher attendance day and one (1) week after the last teacher attendance day of the school year.

The work year for Food Servers/Cooks shall include all student attendance days.

The work year for building secretaries and other ten (10)-month secretaries shall include all teacher attendance days and shall begin two (2) weeks before the first teacher attendance day of the school year and shall end one (1) week after the last teacher attendance day.

Employees may be requested to work days in addition to those specified in the paragraphs above. If such employee agrees to such request, the employee shall be paid therefore at his/her per diem rate.

The Superintendent shall designate a schedule for employees in case of snow or emergency days. Twelve (12)-month employees shall work all snow and emergency days unless otherwise notified by the Superintendent or designee.

An employee may be required to attend school functions outside his/her normal workday or work year. Employees who are required to do so shall be compensated at their per diem rate therefore.

All personal and vacation day absences must be preapproved by the Superintendent and subsequently reported on the district's absentee reporting system prior to taking the vacation or personal day. Sick day reporting must be reported on the district's absentee reporting system in advance of the day of absence and an absence form must be completed upon return to work.

The workweek for all employees shall be Monday through Friday.

- a. The normal work year for employees shall be as follows:

JOB CLASSIFICATION	PAID DAYS	PAID HOURS PER DAY	WORK HOURS	TOTAL WEEKLY HOURS	TOTAL ANNUAL HOURS	UNPAID LUNCH
Paraprofessional	174	6.5	7:15 AM – 2:15 PM	32.5	1131	40 minutes

JOB CLASSIFICATION	PAID DAYS	PAID HOURS PER DAY	WORK HOURS	TOTAL WEEKLY HOURS	TOTAL ANNUAL HOURS	UNPAID LUNCH
12 Month Building Secretarial/Clerical	260	7.5	7:15 AM – 3:15 PM	37.5	1950	40 minutes
12 Month District Office Secretarial/Clerical	260	7.5	8:00 AM – 4:00 PM	37.5	1950	40 minutes
12 Month Buildings & Grounds Secretary	260	7.5	6:00 AM – 2:00 PM	37.5	1950	40 minutes
10 Month Building Secretarial/Clerical	196	7.5	7:15 AM – 3:15 PM	37.5	1470	40 minutes
10 Month District Office Secretarial/Clerical	196	7.5	8:00 AM – 4:00 PM	37.5	1470	40 minutes
Food Service Assistant	174	6.5	6:30 AM – 1:30 PM	32.5	1131	40 minutes
Cook	174	6.5	6:30 AM – 1:30 PM	32.5	1131	40 minutes
Computer Technician	260	7	7:30 AM – 3:00 PM	35	1820	40 minutes
Student Service Assistant	174	7.5	7:15 AM – 3:15 PM	37.5	1305	40 minutes

****Work hours may be adjusted due to school bell time differences.**

- b. Employees shall be entitled to a 40-minute, unpaid, duty-free, uninterrupted lunch break. Food Service Assistants and Cooks shall be entitled to a District-provided lunch in lieu of a duty-free, uninterrupted lunch break.

5.8 Assignments. Ten (10)-month employees shall receive notice of their tentative assignments for the following school year no later than the end of the preceding school year. Notice of a tentative assignment shall not, however, prohibit reassignment thereafter. Any continuing employee reassigned to a different position or building will receive at least one (1) week's notice prior to the effective date of the reassignment. The Board reserves the right to make assignments which, in the sole discretion of the Board, it deems proper.

5.9 Vacations. Full-time, twelve (12)-month employees shall be entitled to paid vacation. Vacation days must be used within twelve (12) months of the date earned. Unused vacation days shall not accumulate and shall be lost if not used within twelve (12) months of the date earned.

All full-time, twelve (12)-month support personnel accrue ten (10) vacation days upon completion of a full year (twelve (12) months July 1 to June 30) of employment. Full-time employees who have not completed a full year as of June 30 accrue vacation days based on the following schedule:

<u>Months of Service</u>	<u>Days Paid Vacation</u>
Less Than 6	0
6	4
7	5
8	6
9	7

10	8
11	9
12	10

In each instance, all periods of vacation *must be pre-approved* by the Superintendent or designee and shall be with pay normally accorded to the number of days in question. If a vacation is applied for no more than sixty (60) days and no less than thirty (30) days prior to the initial date requested, the Superintendent or designee and the employee shall meet and agree upon the dates of the vacation (which may or may not be those requested). Once agreed upon, the vacation may not be subsequently denied by the District unless agreed to by the employee. Vacations at the start of the school term and at the end of the school term will be discouraged.

In the event that the service of an employee is terminated or the employee resigns prior to the completion of six (6) months of service, the employee shall not be entitled to any vacation with pay.

All full-time, twelve (12)-month support personnel, upon completion of the following longevity, will accrue the following vacation days as of the anniversary of their hire date:

<u>Full Years of Service</u>	<u>Days Paid Vacation</u>
4	13
9	16
15	23
20	28

5.10 Supervision of Students. No employee shall be required to supervise students outside of the presence of certified staff members except as allowed by Illinois School Code.

Bus duty will not be assigned to any employee who is assigned duties in more than one (1) school.

An employee shall be provided with a duty-free/uninterrupted lunch period at an alternative time in the day any time he/she is requested to assist with supervision of students during his/her scheduled lunchtime.

5.11 Calendar. It is agreed that the school calendar that is recommended by the Superintendent will be submitted to the Association two (2) weeks prior to submission to the Board for adoption. The Association may make suggestions, but these are advisory only.

5.12 Vacancies. Whenever a vacancy or newly created position occurs, the administration will post a notice of the vacancy or newly created position in each building. During the summer months, such notices will be posted in the District office. A copy of each vacancy notice will be provided to the Association President. For purposes of this paragraph, a vacancy means an available bargaining unit position which is not filled by an employee with recall right or by an internal transfer, or an available administrative position. No vacancy will be filled on a permanent basis until the required notice has been posted for at least five (5) business days.

5.13 New Employee Orientation. Administration will include newly hired members of the Association in new-hire orientation meetings at the beginning of each year, including orientation from the bargaining unit. The Association and the employer agree that a reasonable time (up to three (3) hours)

will be made available for new employees within the first month of employment for Association purposes.

5.14 Professional Development. Annual training shall be provided for support staff on dates to be determined by the Superintendent, which may include institute days and other student non-attendance days. Topics for training will be based on the needs of each specific job category including but not limited to professional development and training as required by the Illinois State Board of Education. Additional topics identified by staff response to an annual survey will be considered. Training and professional development for support staff shall occur on opening institute day and at other times during the school year as scheduled. Through surveys, employees shall provide input for the planning of their in-service on institute days. Every effort shall be made to provide a training that is specific to each respective job category.

ARTICLE VI **LEAVES**

6.1 Sick Leave Provisions. Each full-time employee will be entitled to sick leave with full pay. Unused sick leave will accumulate without limit. Ten (10)-month employees, excluding secretaries shall receive twelve (12) sick leave days per year credited on the first employment day of the school year. Ten (10)-month secretaries shall receive thirteen (13) sick leave days credited on the first employment day of the school year. Twelve (12)-month employees shall receive sixteen (16) sick leave days credited on July 1 of each year. Part-time employees who qualify for membership with the Illinois Municipal Retirement Fund shall receive ten (10) sick leave days credited on July 1 of each year. For employees hired after the first day of his/her work year, sick leave days shall be pro-rated in the first year of employment.

Sick leave will be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, and the birth, adoption, or placement for adoption of the employee's child. For purposes of this Section, "immediate family" will include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, stepchildren, stepparents, daughters-in-law, sons-in-law, and the other parent of the employee's children. The Superintendent shall require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave on an institute day, after an absence of three (3) days for personal illness or 30 days for the birth of a child, or as he/she may deem necessary in other cases. Sick leave days will not be used for the purpose of taking care of or visiting a newborn grandchild or his/her mother unless the mother or grandchild is "seriously ill." Sick leave days may be used to attend the funeral of an aunt or uncle.

6.1.1 Written notification of the amount of accumulated sick leave days will be given to each employee on his/her pay stub.

6.1.2 In rare instances the Superintendent may determine that a job-related injury is of such a nature that absences of less than four (4) days will not result in a deduction from an employee's accumulated sick leave days. The determination is at the sole discretion of the Superintendent, after an examination by the Superintendent of the facts involved. Any request for the benefit provided by this Section 6.1.2 must be made within two (2) weeks of the date of injury.

6.1.3 No employee will be asked to disclose the "nature of illness" on the District's absence form. Employees will specify the type of leave being used when the employee phones to report that the employee will be absent and when filling out the Employee Absence Report.

6.2 Emergency-Personal Business Leave.

6.2.1 Full-time and Part-time employees will be granted three (3) Emergency-Personal Business Leave days per year. The request for such leave must be submitted to the Superintendent on the District Emergency-Personal Business Leave form at least two (2) days in advance.

6.2.2 In cases where two (2) days' advance notice is not possible, the Superintendent will waive the notice requirement provided the employee will:

- a. Contact the Superintendent in person, by telephone, in writing, by electronic voice mail, or by e-mail prior to commencing the leave to explain why two (2) days' advance notice was not possible; and
- b. Follow the established procedures for notification of his/her absence; and
- c. Within two (2) school days of return to work, submit Emergency-Personal Business Leave Request and Employee Absence Report.

6.2.3 Emergency-Personal Business Leave, with pay, will be granted to employees for valid reasons that are not already included in sick leave. Valid reasons for Emergency-Personal Business Leave will include court appearances (except for suits brought against the Board), personal legal business that cannot be conducted at any other time than during school hours on days when school is in session, major holidays of the employee's religion, attendance at funerals not covered by sick leave, family obligations an employee cannot meet outside the regular school day, an emergency over which he/she has no control which requires immediate attention and may also include, at the discretion of the Superintendent, other personal affairs over which the individual has no control.

6.2.4 Emergency-Personal Business Leave will not be available on the day before or the day after a holiday or school recess, nor during the first or last week of school unless a compelling reason is given to and approved by the Superintendent. The Superintendent will be given three (3)-months' notice of any compelling reason which involves an event scheduled more than three (3) months in advance.

6.2.5 In light of special difficulties in providing adequate numbers of substitutes on Fridays and Mondays, the Association encourages employees to take Emergency-Personal Business Leave on alternate days when possible. The Association will reaffirm this with its membership quarterly.

6.2.6 Emergency-Personal Business Leave will not be used for purposes of a vacation.

6.2.7 If all Emergency-Personal Business Leave days are not used in one (1) year, a maximum of two (2) days will be carried over in the next school year, accumulating to a maximum of four (4) days for any given school year. Any accumulated days in excess of four (4) days will be credited to the employee's sick leave.

6.3 Maternity/Paternity/Childrearing Leave. Upon written request, a leave not to exceed the remainder of the school term and one (1) additional school term, without pay, may be granted by the Board to any employee who is expecting a child. An employee may utilize available sick leave for those workdays during which the employee is actually unable to work due to pregnancy or any pregnancy-related disability. Leave will be granted under the following conditions:

6.3.1 The written request for the leave will be accompanied by a physician's certificate which gives the expected date of the child's delivery.

6.3.2 The employee will begin the leave no later than when she and the physician deem it medically advisable due to the condition of the employee, or in the case of a male employee, on the date of delivery.

6.3.3 Written notification of the date the employee plans to return to the system must be filed with the Superintendent with the request for leave.

6.3.4 Unless additional leave is granted in accordance with Section 6.3.9 or unless an alternative date is agreed to by the Superintendent in writing, failure to return to work in the District on the date specified in Section 6.3.3 will be cause for loss of re-employment rights.

6.3.5 All District-sponsored benefits which would normally accrue to an employee will be suspended during the period of time granted for unpaid childrearing leave under this Section, except as provided by the Family and Medical Leave Act.

6.3.6 A employee granted unpaid childrearing leave under this Section may make arrangements during his/her leave to continue major medical, life insurance, dental insurance, and health and medical insurance, at his/her own expense, except as provided by the Family and Medical Leave Act, in which case the District will continue to make its normal contributions toward the employee's health insurance coverage during the period of the Family and Medical Leave.

6.3.7 An employee on unpaid childrearing leave will not be denied the opportunity to substitute in the School District by reason of the fact that the employee is on such leave of absence. It shall be the obligation of the employee to notify the Superintendent or designee of his/her availability to substitute.

6.3.8 In order for a probationary employee to be reinstated, an opening must exist for which he/she is qualified; if no position is available as determined by the Superintendent, there will be no further claim upon the District by a probationary employee, except as provided by the Family and Medical Leave Act. Upon expiration of a maternity leave, a continuing employee will be reinstated unless the employee was the subject of a reduction in force.

6.3.9 Upon written request by the employee, the Board may grant additional leave.

6.3.10 Adoption. A childrearing leave will also be available to any employee who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board. The leave will commence when the child is received.

6.4 Bereavement Leave. Leave with full pay will be granted for bereavement absence due to death in immediate family after submission of proper documentation, as defined in Section 6.1 above,

up to but not to exceed, three (3) calendar days for a local situation, or a maximum of five (5) calendar days whenever travel or special arrangements are required.

6.5 Civic Duty Leave. Any employee called to serve on jury duty will receive regular salary plus all additional money provided by the court. Any employee who is subpoenaed as a witness in a court case or proceeding in which the employee is not a litigant and who has no available emergency-personal leave will be granted civic duty leave in order to appear in response to the subpoena. If an employee is required to appear in court on school business approved by the Superintendent, the employee will suffer no loss of salary, benefits, or leave days.

6.6 Professional Leave and Reimbursement for Conferences and Workshops. The District encourages employees to attend educational conferences, workshops, and seminars in order to promote effective programs and practices within District 162. Employees may obtain leave for conference attendance. Any such leave must be approved in advance by the Superintendent.

6.6.1 Approval Criteria. The following guidelines will be considered to assist in determining approval for conference attendance, but the final decision on attendance will be in the Superintendent's discretion:

- a. The conference must be pertinent to the employee's current assignment or to the employee's approved performance goal.
- b. Generally, no more than two (2) employees will be permitted to attend the same conference. In the event that more employees apply for a conference than can be approved, preference will be given those who have not previously attended conferences with the goal of selecting employees who represent a broad spectrum of the District.
- c. Generally, the Superintendent will not approve an employee's attendance at a national conference for two (2) consecutive years. Consideration will be given where the employee is an officer or Board member of the organization or is scheduled to be a presenter at the conference.
- d. The District budget will determine the number of employees who attend any given number of conferences per year, and the needs of the District will guide selection in the event more employees apply than the budget will permit.
- e. Employees who wish to attend a conference must complete a Conference Attendance Request Form and submit it to the appropriate administrator prior to its submission to the Superintendent. Printed information describing the conference must accompany the request to aid decision-making.

6.6.2 Expense Reimbursement.

- a. Employees approved for a conference may receive a substitute, if deemed necessary by an administrator, at District expense. Additionally, registration for state and national conferences will be paid for approved conferences plus a maximum of one hundred fifty dollars (\$150.00) per night for a maximum of five (5) nights for other approved reimbursable expenses in accordance with Section 6.6.2c. As to other conferences, not state or national, approval may be

given for payment of registration fees and all or some portion of other expenses. For approved conferences, the employee shall complete the registration form and forward it to the District office no less than two (2) weeks prior to the date requested for return to the employee. If an employee requests the District to prepay the registration fee, the Conference Attendance Request Form must be submitted two (2) weeks prior to the date the check is needed. The District will thereafter return the completed form together with the registration fee to the applicant. In the case of late registration, the employee must pay the registration fees and may submit the registration fees on the Request For Reimbursement form along with other expenses.

- b. Reimbursement for approved conference attendance expenses will be paid upon submission of the Request for Reimbursement form with the required receipts. Payment will be made after the monthly approval of bills by the Board of Education. To appear on the monthly listing, the Request for Reimbursement form must be received no later than the first Friday of the month. Any Request for Reimbursement form received after that day will be processed in the following month.
- c. Items to be reimbursed will be specified on the Request for Reimbursement form. In general, transportation will be reimbursed at the current mileage rate for automobile travel. Starting point for distance traveled will always be the District. As a condition of approval for expenses, up to four (4) persons attending the same conference may be requested to travel in one (1) car. Travel to downtown Chicago will be reimbursed at current Metra fare only.

Approved meals will be reimbursed at the current rate established by policy. Breakfast will be approved only when lodging is approved. Lodging costs may be approved for multi-day conferences only if the distance to be traveled is greater than sixty (60) miles or if lodging is deemed necessary due to special circumstances.

6.6.3 The District will pay all approved expenses for employees who attend conferences and workshops at the District's request upon submission of Request for Reimbursement form with required receipts.

6.7 Religious Leave. An employee who has utilized all available Emergency-Personal Business Leave in order to celebrate religious holidays and later has need of Emergency-Personal Business Leave may request approval for two (2) additional Emergency-Personal Business Leave Days from the Superintendent. Such leave will be subject to all other applicable provisions regarding Emergency-Personal Business Leave.

6.8 Other Leaves. The Board may grant a continuing employee a leave of absence without pay for reasons not noted heretofore in this Agreement when it deems the granting of the leave to be of benefit to the District. The granting and duration of such leaves will be within the discretion of the Board and not at the discretion of the employee. Any such leave, if approved, will provide that upon the employee's return he/she will be reinstated to the staff of the School District, not necessarily to the same position. Employees on leave are subject to reduction in force in the same manner as employees in active service. While on any unpaid leave under this Section, the employee may continue participation in the District's health and medical insurance plan(s) provided that the employee pays the full cost of such

participation and provided further that such participation is permitted by the insurance carrier or is under the terms of any plan then in effect in the District. Any leave of absence granted under this Section must provide for the date upon which the leave is to commence and the date upon which the leave is to terminate. The failure of an employee on leave to return to work on the appropriate date will be deemed a resignation, and the employee will have no further right to employment by the District.

6.9 Disability Leave. A disability leave will be granted to a continuing employee who is unable to continue to work subject to the following terms and conditions:

6.9.1 While the continuing status of an employee will not be effected by temporary illness or temporary incapacity, an employee may be dismissed for permanent illness or incapacity. For purposes of this Section, permanent illness or incapacity is defined to mean an illness or incapacity which results in the employee's absence from school duties for a period of one (1) calendar year due to an inability or incapacity to work due to the same condition.

6.9.2 An employee will be entitled to use his/her accumulated sick leave or personal leave as part of the disability leave.

6.9.3 Disability leave will be subject to annual review by the Board. The Board retains the right to require an examination of the employee by a physician selected by the Board, at the Board's expense, in order to assess the employee's fitness to work.

6.9.4 An employee on disability leave will provide as much advance notice as is practicable of his/her anticipated date for return to work. In no case will the employee return to work with less than thirty (30) days' prior notice.

6.10 Family and Medical Leave Act. Employees are entitled to leave according to the terms of the *Family and Medical Leave Act* subject to the following provisions:

6.10.1 Definitions. As used in this Section:

- a. "Eligible employee" means an employee who has been employed with the District for at least twelve (12) months and has at least one thousand two hundred fifty (1,250) hours of service with the District during the twelve (12) months which precede the period of the requested leave. For purposes of determining hours of service for eligibility purposes, it is assumed that a full-time employee meets or exceeds the standard of one thousand two hundred fifty (1,250) hours per year.
- b. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- c. The term "equivalent position" will mean any position involving the same or similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority, with compensation and benefits equal to or better than the compensation and benefits received by the eligible employee prior to being granted a leave under this Section.

- d. Other terms will be defined as provided in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor thereunder.

6.10.2 Purposes. Eligible employees will be granted leave pursuant to the *Family and Medical Leave Act* for one or more of the following reasons:

- a. The birth of a child and to care for a newborn child;
- b. The adoption of a child or the placement of a child for adoption and foster care;
- c. To care for a spouse, son, daughter, or parent who has a serious health condition;
- d. For military leave pursuant to applicable law; and
- e. A serious health condition that makes the employee unable to perform his/her job.

6.10.3 Duration. Leave requested for the purposes listed above will be granted for a period of twelve (12) weeks during any twelve (12)-month period as measured forward from the date any employee's first *Family and Medical Leave Act* leave begins, unless a leave of shorter duration is requested by the eligible employee or unless the employee is, by virtue of another Section of this Article VI, entitled to leave of longer duration.

Employees may, but will not be required to, use paid sick leave days and/or personal leave days during the period of a leave taken under the *Family and Medical Leave Act*.

6.10.4 Notification. In any case in which the necessity for leave under subparagraphs 6.10.2 a or b is based upon the expected birth, adoption, or placement of a child, the eligible employee will provide the Superintendent at least sixty (60) days' written notice before the date the leave is to begin. Where, due to unforeseen circumstances such notice is not practicable, said employee will provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraph 6.10.2c or d is based upon illness or a serious health condition, the eligible employee will make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee will provide the Superintendent at least sixty (60) days' written notice before the date the leave is to begin. Where due to unforeseen circumstances such notice is not practicable, the employee will provide as early a notice as practicable.

6.10.5 End of Academic Term. If an eligible employee begins leave:

- a. More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term;
- b. Five (5) weeks or fewer prior to the end of the academic term but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at

least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term; and

- c. Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days.

6.10.6 Repealer. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will, as of the date of repeal, no longer be in force and effect.

6.11 Grandparent Leave. Additional Emergency-Personal Business Leave will be granted to support staff employees for the purpose of taking care of or visiting the support staff employee's newborn grandchild or his/her mother in cases where neither the mother nor the grandchild is "seriously ill." Such leave will not exceed three (3) days per birth and will not be deducted from the support staff employee's sick leave. Such leave must be used within six (6) weeks of the birth of the grandchild. Such leave will be subject to all other applicable provisions regarding Emergency-Personal Business Leave.

ARTICLE VII

FRINGE BENEFITS

7.1 Medical Insurance. Employees who are employed more than twenty (20) hours per week shall receive the same medical insurance benefit under the same terms and conditions provided to teachers.

7.2 Life Insurance. For full-time employees, the Board will provide group term life insurance in the amount of ten thousand dollars (\$10,000) or in the amount of the employee's annual salary (to the nearest thousand), whichever is greater. An enrollment card must be completed by each employee naming a beneficiary.

7.3 Dental Insurance. Employees who are employed more than twenty (20) hours per week shall receive the same dental insurance benefit under the same terms and conditions provided to teachers.

7.4 Insurance Selection. Prior to any change in the provider(s) or the plan(s), the Association will be afforded a reasonable opportunity to review the proposed change(s) and to make recommendations thereon through its representative serving as an advisory member of any group or committee formed by the Board and the teachers' Association (MEA) for such purpose(s). This paragraph is not intended to afford the Association the right to participate in contract negotiations between the MEA and the Board. However, should changes in the insurance plan(s) or provider(s) be part of such negotiations, the Board shall provide this Association a reasonable opportunity to review the proposed change(s) and make recommendations thereon outside the MEA negotiations process.

7.5 Mileage. The Board will reimburse employees for travel for approved District-related business at the maximum rate per mile which is allowed by the Internal Revenue Service on the opening day of the school year. Mileage for travel between buildings will be paid to employees who are assigned to more than one school on the same day.

7.6 Other.

7.6.1 Tax Sheltered Annuities. Employees may elect and designate a portion of their annual salary to be contributed by the District to a 403(b) annuity selected by the employee and accepted by the District.

7.6.2 Credit Union. Upon written request from an employee, the District will, by payroll deduction, withhold a portion of an employee's salary and remit it to the Credit Union on behalf of the employee. The Credit Union is operated and controlled by employees of Districts 162 and 163 and the Board has no responsibility whatsoever for the operation or integrity of the Credit Union.

7.6.3 Employee Assistance Program. The current Employee Assistance Program or an alternative program similar in its provisions and cost, and mutually acceptable to the Board and the Association, will be in place during the term of this Agreement. The Association will assist the Superintendent in developing a plan for quarterly promotional activities.

7.7 Tuition Reimbursement. The Board will reimburse full-time employees for one-half (1/2) of the cost of tuition and laboratory fees for courses and workshops approved in advance. A Request for Course Approval form must be completed and sent to the Superintendent. Any course or workshop taken must be applicable to the employee's role with the District. Reimbursement will not exceed four hundred dollars (\$400.00) per year. Reimbursement will be made only for courses and workshops satisfactorily completed, with a grade of "C" or better. To be eligible for reimbursement, an employee must be employed in the District the school year following the school year or summer that the courses were taken. In the event tuition payments are made to an employee who is not employed the following school year, the tuition payments will be deducted from the final paycheck. In the event that an employee is on a Board-granted leave in the year following the year in which courses or workshops were taken, the tuition payments will be deducted from the final paycheck, but such sum will be reimbursed within a two (2)-month period of the time that the employee returns from the granted leave. Employees may obtain tuition reimbursement after successfully registering and paying for their courses. The employee will complete the Reimbursement Section of the Request for Course Approval form and submit it to the Superintendent's office along with proof of registration and proof of payment. Lack of successful completion of the courses taken requires repayment of any tuition monies paid prior to the course or workshop completion.

**ARTICLE VIII
COMPENSATION**

8.1 Salary. The salary for employees previously employed in the 2022-2023 school year shall be as follows:

Paraprofessionals/Secretaries/SSA/FSA:

2023-2024: \$5 per hour increase over annual base pay in 2022-2023
2024-2025: \$1 per hour increase over annual base pay in 2023-2024
2025-2026: \$1 per hour increase over annual base pay in 2024-2025

Cooks:

2023-2024: \$4 per hour increase over annual base pay in 2022-2023
2024-2025: \$1 per hour increase over annual base pay in 2023-2024
2025-2026: \$1 per hour increase over annual base pay in 2024-2025

Technology Specialists:

2023-2024: \$3 per hour increase over annual base pay in 2022-2023
2024-2025: \$1 per hour increase over annual base pay in 2023-2024
2025-2026: \$1 per hour increase over annual base pay in 2024-2025

8.1.1 Ten (10)- or Twelve (12)-Month Pay. Ten (10)-month employees may elect to receive their salary on either a ten (10)-month or a twelve (12)-month basis. Employees will be paid twice a month with pay dates to be evenly distributed within the month.

8.1.2 Direct Deposit. Employees will have the option at the commencement of the school year or upon employment to receive their salary either through issuance of pay checks or through direct deposit to a financial institution of the employee's choice provided the financial institution agrees.

8.1.3 New Employees. A new employee in the 2023-2024 school year may be paid at the following hourly rates based on prior relevant experience as determined by the Superintendent. New hire hourly rates shall be \$1 per hour higher in the 2024-2025 school year and an additional \$1 per hour higher in the 2025-2026 school year. The Superintendent may grant up to ten (10) prior years of experience. The decision to grant or not grant such credit for prior experience shall be solely at the discretion of the Superintendent.

Years of

Experience	Paraprofessional	Secretary	FSA	Technology Specialist	Cook
0	\$18.75	\$20.50	\$17.25	\$22.50	\$16.00
1	\$19.10	\$20.85	\$17.50	\$22.85	\$16.25
2	\$19.45	\$21.20	\$17.75	\$23.20	\$16.50
3	\$19.80	\$21.55	\$18.00	\$23.55	\$16.75
4	\$20.15	\$21.90	\$18.25	\$23.90	\$17.00
5	\$20.50	\$22.25	\$18.50	\$24.25	\$17.25
6	\$20.85	\$22.60	\$18.75	\$24.60	\$17.50
7	\$21.20	\$22.95	\$19.00	\$24.95	\$17.75
8	\$21.55	\$23.30	\$19.25	\$25.30	\$18.00
9	\$21.90	\$23.65	\$19.50	\$25.65	\$18.25
10	\$22.25	\$24.00	\$19.75	\$26.00	\$18.50

8.2 Extended Service Pay. Compensation for extended service activities, if any, will be according to the provisions of the Agreement between MEA and the Board.

8.3 Internal Substitution. An employee who possesses a certificate that permits him/her to substitute teach in Illinois may be requested to serve as a substitute teacher. If the employee agrees to serve as a substitute teacher, the employee will be paid based upon the daily rate normally paid substitute teachers in the District.

8.4 Overtime. An employee who works more than forty hours in a week shall be paid one and one-half times his/her normal hourly rate for all hours which exceed forty hours worked in a week. For purposes of this section, a week shall be Monday through Sunday. Any absence for which the employee is paid shall be considered hours worked in computing the hours worked in a week. No overtime shall be worked without written pre-approval of the Superintendent or designee (principal in the case of employees assigned to a school).

An employee may be required to work on a holiday or weekend. In the event an employee is assigned to work on a holiday or a Sunday, the employee shall be paid one and one-half times his/her normal hourly rate, in addition to his/her annual salary, for all hours worked on the holiday or Sunday.

8.5 Stipends. In addition to the appropriate salary listed on the salary schedule, an employee shall receive a stipend for college courses, certificates and cross training as listed below. Such stipend(s) shall be added to the employee's annual salary and paid to the employee as part of regular payroll.

30 College Hours	\$1,000 per year
60 College Hours/Designation as Highly Qualified	\$1,500 per year
90 College Hours	\$2,000 per year
Bachelor's Degree	\$3,000 per year

For paraprofessionals, college courses must meet state standards for "statement of approval to serve as a paraprofessional" in order to be credited for a salary stipend. For all other employees, the course must be applicable to the employee's position in the District. An employee must submit an official transcript with the request for salary adjustment.

ARTICLE IX GRIEVANCE PROCEDURE

9.1 Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may, from time to time, arise.

9.2 Definitions.

9.2.1 Grievance. A grievance is an allegation by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement and/or a violation of Board Policy.

9.2.2 Grievant. The Grievant is the person or persons making the allegation.

9.2.3 Days. When used herein day(s) means weekdays when the District's administrative offices are open for business.

9.3 Statement of Basic Principles.

9.3.1 Nothing contained herein will be construed as limiting the right of any employee having a complaint or grievance to discuss the matter with his/her supervisor and/or principal and having the complaint or grievance adjusted without the intervention of the Association.

9.3.2 Any grievant may be accompanied at any step of the procedure by a representative of his/her choosing who is an employee in the District. Such representative may be a member of the Association and may participate in the procedure. Either party with two (2) days' prior notification may be accompanied at levels three (3) and four (4) (as later defined) by counsel. If one party gives notice that counsel will be present, the other party may bring counsel without notification.

9.3.3 When a grievant is not represented by the Association, the Association will reserve the right to have its representative present to state its view at levels three (3) or four (4) of the grievance procedure.

9.3.4 The failure of a grievant or the Association to act on any grievance within the prescribed time limits will prohibit any further appeal, and an administrator's failure to give a decision within the time limits will permit the grievant or the Association to proceed immediately to the next step.

9.3.5 In all cases, time limits may be extended by written mutual agreement.

9.4 Procedures.

9.4.1 Level One (Principal or Immediate Supervisor). If the complaint cannot be resolved informally, grievant and the Association will file the grievance in writing with his/her supervisor and, at a mutually-agreeable time, will discuss the matter with that supervisor. The written grievance should state the nature of the grievance, should note the specific portion of the agreement, policy, or rules or regulations allegedly violated, and should state the remedy requested. The filing of the grievance at the first level must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The principal or supervisor will convey his/her decision in writing within ten (10) days, to the grievant, Association and the Superintendent. Such answer will contain reasons upon which the decision is based.

9.4.2 Level Two (Superintendent). If the grievance is not resolved satisfactorily by the procedures outlined in the previous step, the grievant may file copies of the accumulated written information on the grievance with the Superintendent within five (5) days of the receipt of the Level One decision. Within five (5) days of receipt of this material, the Superintendent will arrange a meeting to discuss the grievance. If the grievance is not resolved within five (5) days after this meeting, the Superintendent will provide a written decision to the grievant, Association, the principal or immediate supervisor, and the Board of Education within ten (10) days after the first meeting. Such answer will contain reasons upon which the decision is based.

9.4.3 Level Three (Board of Education). If the grievance is not resolved satisfactorily by the procedures outlined in Level Two, the Association will file the accumulated written material with the Board of Education within five (5) days following the Superintendent's written decision. The Board must meet at the request of the Association to discuss the grievance; such meeting will be held no later than the next regularly scheduled Board meeting. The Board must file an answer within twenty (20) days after the hearing and communicate such answer in writing to the Association, the Superintendent, and the principal or immediate supervisor. Such answer will contain reasons upon which the decision is based.

9.4.4 Level Four (Binding Arbitration). In the event the grievant is not satisfied with the disposition of his/her grievance at Level Three, the Association may submit the grievance to

binding arbitration within ten (10) school days after receipt of the Board's decision. The parties will attempt to agree upon an arbitrator within ten (10) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10)-day period, the parties will request an arbitrator from the American Arbitration Association. The selection of the Arbitrator will follow the standard operating procedures set forth by the American Arbitration Association.

The arbitrator will not be permitted to consider any grounds or evidence asserted by the Board or the grievant not previously disclosed to the other party. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. He/she will consider and decide only the specific issues submitted to him/her in writing and will have no authority to make any decision or recommendation on any other issue not so submitted to him/her.

The fee of the arbitrator, and that of a Court reporter if requested by the arbitrator, will be divided equally between the Board and the Association. All other expenses will be borne by the party incurring them.

9.5 Other.

9.5.1 No reprisals of any kind will be taken by the Board or the administration against an employee because of the employee's participation in the grievance procedure.

9.5.2 Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-workday time of personnel involved. When such hearings and conferences are held during school hours, those whose presence is required will be excused, with pay, for that purpose.

9.5.3 A grievance may be withdrawn at any level at the sole discretion of the grievant.

9.5.4 If the grievant, the Association and the Superintendent agree, any level of the grievance procedure may be bypassed and the grievance brought directly to the next level.

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

9.5.6 Nothing in this Agreement will prohibit a consolidation of like grievances by mutual consent of the Superintendent and the Association.

ARTICLE X MISCELLANEOUS

10.1 Separation. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to State or Federal law by a court of competent jurisdiction, then such provisions or applications will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Both parties agree to consider solutions to mutually agree upon serious problems not covered by the grievance procedure which might arise during the term of the Agreement. Meetings will be held when requested by the Association or the Board with reasonable written notice stating the item or items to be discussed.

10.2 Entire Understanding Clause. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement. Therefore, the School Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

10.3 Duration. This Agreement will be in effect from July 1, 2023, and will expire June 30, 2026.

10.4 No Strike Clause. Neither the Association nor any of its members nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work stoppage, strike, sympathy strike, or picketing in any manner which would disrupt the operation of the District or any other activity which interferes with the work and statutory functions or obligations of the Board.

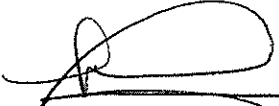
APPENDIX A – MINIMUM WAGE

During the term of this this agreement governing the employment of Association members, if the compensation for any category of employee, as provided in the salary schedules included in this agreement, would not satisfy the requirements of any applicable provisions of the Illinois Minimum Wage Law, 820 ILCS 105/1, *et seq.*, such compensation shall be adjusted upward as necessary to satisfy the minimum requirements of the Illinois Minimum Wage Law in any year of the agreement.

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF MATTESON SCHOOL DISTRICT 162
COOK COUNTY, ILLINOIS
AND THE SUPPORT PERSONNEL--MATTESON EDUCATION ASSOCIATION**

JULY 1, 2023 THROUGH JUNE 30, 2026

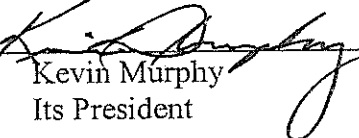
**SUPPORT PERSONNEL—
MATTESON EDUCATION ASSOCIATION**

By: 

LaShanna Fulwiley
Its President

Date: 06/05/2023

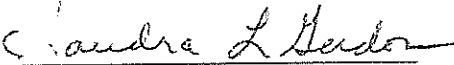
**BOARD OF EDUCATION
MATTESON SCHOOL DISTRICT 162**

By: 

Kevin Murphy
Its President

Date: 6/5/2023

Attest:

By: 

Sandra Gordon
Its Secretary