

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A**

AND

**LEMONT-BROMBEREK COUNCIL SUPPORT STAFF
OF AFT LOCAL 604 AMERICAN FEDERATION OF TEACHERS,
IFT/AFT, AFL-CIO**

2023-2026

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ARTICLE I
RECOGNITION

Section 1. Recognition

The Board of Education of Lemont-Bromberek Combined School District Number 113A, Cook and DuPage Counties, Illinois (hereinafter the "Board") recognizes the Lemont-Bromberek Council of Local 604, Support Staff, American Federation of Teachers, AFL-CIO (hereinafter the "Union") as the sole and exclusive bargaining agent for all full-time secretaries, educational paraprofessionals, special education paraprofessionals, English language learners paraprofessionals, learning resource center assistants, non-licensed school nurses and technology assistants. The term "employee" when used herein shall refer to those employees represented by the Union in the bargaining unit as defined above.

Section 2. Scope

The Board and Union agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

Section 3. Partial Invalidity

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement, shall remain in full force and effect for the duration of this Agreement.

Section 4. Terms and Conditions

The terms and conditions set forth in this Agreement represent the full and complete understanding between the Board and Union. The terms and conditions of this Agreement may be modified only through the written mutual consent of the Board and the Union.

ARTICLE II
UNION - BOARD RELATIONS

Section 1. School Facilities and Equipment

The Union will be able to hold meetings for employees on District property upon approval of the Administration. To avoid conflict, 48-hour notice shall be given. The Union shall be allowed reasonable use of office machinery and other school equipment. The Union shall be provided use of bulletin boards and employee mailboxes in each building. Union meetings shall be scheduled for times outside of the work day as defined in Article V, Section 3, except that Union meetings may be scheduled for institute or in-service days or on half days at times when students are not in attendance, so long as they do not interfere or conflict with staff development activities. The Union shall reimburse the District for any supplies used.

Section 2. New Employee Notification

The Union President or designee shall receive a current list of all employees by September 1 each year and will be notified within fifteen (15) calendar days of all new employees hired during the school year.

Section 3. Board Information

The Union President will be supplied with the agenda, copy of the monthly bills, administrative budget summary, and statement of position prior to the Board meeting. A copy of the tentative and final District budgets will be given to the Union prior to the meeting at which action is to be taken by the Board.

Section 4. School Board Meetings

At each Board meeting, an agenda item will be included to allow the Union President to address the Board, if desired.

Section 5. Union Presentation

The Union President shall be placed on the program for orientation of new employees for brief professional remarks upon request.

Section 6. Management Rights

The Board retains and reserves unto itself all powers, rights, duties, and responsibilities to manage the District conferred upon and vested in it by the law, except to the extent expressly and specifically limited by this Agreement.

Section 7. No Strike Agreement

Neither the Union nor the employees covered by this Agreement, for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the school.

Section 8. Dues Deduction

The Board will deduct from the regular paycheck of each employee from whom it receives written authorization to do so, the required amount of Union dues. The dues and a list of employees from whom dues have been deducted and the amount deducted from each shall be forwarded to the Union treasurer no later than ten (10) working days after such deductions were made. Deductions shall continue unless and until the employee withdraws the authorization by written notification to the Superintendent, or designee who will immediately notify the Council President.

Section 9. Superintendent/Union Leadership Meetings

The Superintendent and Union Leadership will meet as needed for the purpose of 1) communicating, sharing, and suggesting solutions to District-wide problems; and 2) discussing ways to continually improve the educational program. The agenda for these meetings shall be presented to the Superintendent at least one (1) week prior to the meeting. The Superintendent may add items to the agenda and will share a copy of the agenda with the Union President no later than seventy-two (72) hours prior to the meeting. By mutual agreement, the meeting may be cancelled.

It is understood by the Union and the Board that these meetings will not establish policy. These meetings also will not engage in collective bargaining.

The Union and the Board expressly understand and acknowledge that the discussions, deliberations, compromises, resolutions, and agreements reached by the Superintendent and Union Leadership are not intended to be subject to the grievance procedure or binding arbitration.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1. Definition

A *grievance* is defined as a complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of the Agreement. No grievance shall be entertained unless the grievance procedure is initiated within (14) calendar days of the occurrence of the event-giving rise to the grievance.

Section 2. Procedure

The following are the steps for the handling of grievances:

- A. Step 1. A complaint shall first be discussed with the complainant, the building principal and the person(s) against whom the complaint is registered with the object of resolving the matter informally. The Union grievance representative may attend the meeting, if desired by the complainant. Both parties shall initial a statement that this meeting was held.
- B. Step 2. If the complaint is not resolved at Step 1, the grievant shall file the grievance in writing with the building principal within seven (7) calendar days of the completion of Step 1. The building principal shall confer with the grievant in an attempt to resolve the grievance within seven (7) calendar days of the receipt of the grievance. A decision in writing shall be rendered to the grievant within seven (7) calendar days of the conference.
- C. Step 3. If a satisfactory disposition of the grievance is not reached at Step 2, the grievant may appeal to the Superintendent in writing within seven (7) calendar

days after receipt of the decision of the building principal. The Superintendent shall hold a conference within seven (7) calendar days after the receipt of the appeal, and the Superintendent shall render a written decision within seven (7) calendar days after the conference.

- D. Step 4. If a satisfactory disposition of the grievance is not reached at Step 3, the grievant may appeal to the Board of Education by filing a written appeal with the Superintendent, with a copy to the secretary of the Board, within seven (7) calendar days after receipt of the Superintendent's decision. The Board of Education shall consider the grievance at the next regular Board meeting following the date of receipt by the Superintendent of the appeal. The grievant may present a written statement of the grievance to the Board or may address the Board in closed session at its next regularly scheduled meeting. If granted, the hearing will be conducted by the Board. The Board shall render its decision in writing, with a copy to the Union and the grievant, within seven (7) calendar days after the meeting at which the grievance is considered.
- E. Step 5. In the event the grievant is not satisfied with the disposition of the grievance at Step 4, the grievance may be submitted by the Union to binding arbitration within seven (7) calendar days after receipt of the Board's reply at Step 4. The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the fourteen (14) calendar-day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decision or recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented. The fees of the arbitrator, and the cost of attendance of a court reporter, if requested by either party, shall be split between the Union and the Board. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.
- F. Each grievance must state the specific provisions of the Agreement alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission of Step 2. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limit shall bar further processing of the grievance. Failure of the Board or the Administration to act in a timely manner shall permit the grievant to proceed to the next step. Any grievance not appealed after denial by the Board or the Administration shall bar later filing of the same or substantially same grievance. A grievant shall have the right to local Union representation at any or all steps of the grievance procedure.

ARTICLE IV
WORKING CONDITIONS

Section 1. Calendar

The School Board shall set the calendar for the District. For nine (9), nine and one-half (9 ½) and ten (10) month employees, the salary schedule (Article VIII, Section 2) shall apply to a 185-day calendar (176 student attendance days, 4 institutes, and 5 emergency days). The nine and one-half (9 ½) month employees shall work an additional five (5) days prior to the start of the school year. Up to 5 discretionary days may be worked by nine and one-half (9 ½) month employees at the start or end of the school year at the direction of the Superintendent or designee. The ten (10) month employees shall work an additional ten (10) days at the start of the school year. Up to 10 discretionary days may be worked by ten (10) month employees at the start or end of the school year at the direction of the Superintendent or designee. If the five (5) emergency days are not used for emergency purposes, they shall not become employee workdays. Discretionary days shall be paid on a per diem basis once worked. The ten and one-half (10 ½) month employees shall work an additional two (2) weeks before the start of the school year and two (2) weeks after completion of the school year.

Section 2. Employee Work Year

Nine (9) month employees are defined as special education paraprofessionals, English language learners paraprofessionals, educational paraprofessionals, and nurses, provided, however, a nurse's work year may be extended up to twelve (12) more days at the direction of the Superintendent or designee.

Nine and one-half (9 ½) month employees are defined as learning resource center assistants.

Ten (10) month employees are defined as technology assistants.

Ten and one-half (10 ½) month employees and twelve (12) month employees are defined as secretaries.

Section 3. Work Day

- A. The normal workday for nine (9) month employees shall be seven (7) hours or seven and one-half (7 ½) hours, for nine and one-half (9 ½) month employees shall be seven and one-half (7 ½) hours, and for ten (10) and twelve (12) month employees shall be eight (8) hours Monday through Friday. Other than the month of July, during the summer recess all District buildings will be open Monday through Friday. Each building's supervising Administrator and relevant support staff will develop a schedule of summer recess hours to ensure that buildings are staffed each day.

- B. Employees who work beyond the normal workday with the prior approval of the building principal or supervisor will receive compensation at his/her hourly rate

or compensatory time, if compensatory time is offered. Compensatory time, which will not be grievable and may only be scheduled on student non-attendance days unless the building principal/supervisor or Superintendent agree to allow compensatory time to be used at times other than a student non-attendance day.

- C. In the case of the seven (7) hour or seven and one-half (7 ½) hour employees under this contract, the paraprofessional or assistant and licensed staff member will agree on a daily break time. If the paraprofessional or assistant is not able to take their break regularly due to student needs, they will notify building administration.
- D. Each employee who normally works eight (8) hours or more per day shall be entitled to two (2) breaks of fifteen (15) minutes duration (one approximately at the mid-point of the morning and one approximately at the mid-point of the afternoon) per day. An 8-hour employee may extend his/her lunchtime by combining break(s) with prior approval of building principal.
- E. A duty-free lunch period will be thirty (30) minutes in length and start within a half hour before or after the student lunch block.
- F. An employee may be required to work overtime.
- G. In the event no administrator is present during the support staff workday, a list of emergency contact telephone numbers will be provided.
- H. Employees who are assigned as a one-on-one aide to work with a student with special needs may be required to attend parent/teacher conferences, as appropriate, and will be compensated for such attendance at their prorated hourly rates.
- I. Support staff may be required to attend staff meetings, as appropriate, and will be compensated for such attendance at their prorated hourly rate.

Section 4. e-Learning Schedule

The Board has elected, pursuant to the Illinois School Code, to allow participation in the Illinois e-Learning Program. At the start of each school year, the Superintendent will meet with the Council President and designees to discuss the work schedule and location for members of the bargaining unit, as well as other relevant terms and conditions of employment should days be designated as e-Learning during the school year.

Section 5. Overtime Pay

The District shall follow the requirement of applicable law, including the Fair Labor Standards Act, with respect to overtime. Compensatory time (at 1-1/2 times hours of overtime worked)

shall be used as a substitute for overtime pay when the administration and employee agree on compensatory time before the work is performed.

In the event an employee does not use earned compensatory time by June 30th of any school year applicable under this Agreement, such unused compensatory time will be paid to the employee at 1-1/2 times the employee's regular hourly rate.

An employee may only accrue a maximum of forty (40) hours of compensatory time per school year unless otherwise approved by the administration.

Section 6. Job Descriptions

Current job descriptions, as well as revisions to the job descriptions, will be available on the School District intranet.

Section 7. Job Training

If an employee's position requires a new skill that the employee does not possess, the opportunity to gain the necessary training will be provided. If requested by the Union President, the Superintendent or designee, in cooperation with the Union President will conduct a "needs assessment" to determine training and professional development needs relating to employees. This "needs assessment" will occur prior to the end of the first trimester annually and will involve, at a minimum, the following activities:

- A. Solicit employee input as to their training needs;
- B. Ask paraprofessionals to share information regarding their training experiences in the past; and
- C. Examine existing training opportunities and resources, including successful training models implemented in the District.

After examination of the results of the "needs assessment" process, the Superintendent, after consultation with the Union President, will direct the administrative staff to develop a training curriculum to be implemented as soon as feasible. This curriculum will include more District-scheduled training opportunities on in-service days and other dates and times available to the District. Training sessions will be audio and video taped for broader use and access. Employees may request approval from the Superintendent or designee, to attend training opportunities related to the employee's assigned duties. In the event new employees are hired to begin providing services during the school year, the Superintendent will designate an Administrator to conduct necessary training.

Section 8. Public Complaints

No citizen shall be denied the right to present a complaint about school personnel to the Superintendent or the Board. Normally, the complainant will be requested to discuss the complaint in the following manner:

- A. with the employee(s) involved and immediate supervisor;

- B. Building principal;
- C. Superintendent; and
- D. School Board.

If the Superintendent deems it desirable or necessary, the Superintendent may discuss the matter jointly with the employee and complainant.

If it is necessary for the Board to review the complaint, all parties involved shall be asked to attend, including a Union representative who may speak or otherwise participate at such review. Such review shall be conducted in closed session, unless the Union and the Board agree otherwise.

Section 9. Employee Evaluation

The Board and Union recognize that employee evaluations are tools for helping to improve employees' performance and effective personnel management.

Employees shall be evaluated, in writing, at least once each year. The evaluation shall be completed by the responsible administrator, who may receive input from District staff with knowledge of the employee's performance. Following each evaluation, a conference shall be held between the employee and the responsible administrator. If necessary, the responsible administrator will give recommendations to the employee, and the employee will be given the opportunity to remediate those areas. A copy of the evaluation shall be provided to the employee. The employee shall sign the evaluation, which acknowledges receipt and review but may not signify agreement. The evaluation shall be sent to the Personnel Office and placed in the employee's file.

The employee may file a signed statement on his/her behalf, relating to any evaluation in his/her file with which he/she does not concur. Such dissenting statement shall be attached to the original material.

Section 10. Personnel Files

There shall be only one file kept for each employee. Before any reports, other than credentials and letters of reference, are placed in the file, the employee shall be given the opportunity to read and initial such papers. In any case, where an employee disagrees with any such report, the employee may submit a written statement of specific objection and reason therefore. The employee's specific objection shall be filed in the folder along with the report in question.

Section 11. Seniority, Reduction in Force, and Recall

- A. Seniority is defined as the length of full-time, continuous service with District 113A and shall begin to accrue on the first day of employment.

B. In the event that the Board determines to decrease the number of employees or to discontinue a particular service provided by bargaining unit members, honorable dismissals will be made based upon seniority within the following categories:

1. Secretaries
2. Paraprofessionals
3. Nurses

Honorable dismissals will be made within the effected category above based upon seniority and will be preceded by written notice to effected employees at least thirty (30) days before the effective date of the dismissal. Employees subject to such honorable dismissals shall have the right to assume a position of a less senior employee within the effected category, provided the employee is qualified for such position. The Union and the Board hereby agree that this Section constitutes an alternative method of determining the sequence of dismissals as provided for in Section 10-23.5 of the *Illinois School Code*.

All employees are numbered by placement on the seniority listing within the categories of secretaries, nurses and paraprofessionals established by the Board of Education. If two or more employee staff are tied, the tie is broken in the following order of priority: a) first day of service to the District; and b) lottery.

C. Recall Rights

If the Board has any vacancies for the following school year or within one (1) year from the beginning of the school term following the effective date of the honorable dismissal, employees shall be entitled to recall to an available position in their category of position or any category of position for which they are qualified, as determined by the Administration, in inverse order of honorable dismissal. Employees who are honorably dismissed shall maintain a current address and phone number on file with the District Office.

Notice of recall shall be sent by certified mail to the employee's address, which is on file with the District Office. and shall state the time and date on which the employee is to return to work. The employee has seven (7) work days from receipt of notice to report his/her intent to return to work. The Board shall notify employees of any recall prior to posting a vacancy of such position.

An employee who fails to respond timely to a proper notice of vacancy shall be deemed to have resigned from employment with the District.

All benefits to which an employee was entitled at the time of his/her layoff, including accumulated sick leave, vacation days, and seniority, will be restored to the employee upon his/her return to active employment. No such benefits shall accrue during the time period between honorable dismissal and recall. The

employee will be placed on the salary schedule on the basis of the employee's previous District experience.

Section 12. Discipline and Discharge

Both the Board and Union agree with the tenets of progressive and corrective discipline. Disciplinary action shall consist of the following measures:

- A. verbal reprimand (to be followed by confirmatory correspondence)
- B. written reprimand (to be placed in the employee's personnel file)
- C. suspension (notice to be given in writing)
- D. dismissal (notice to be given in writing)

When the seriousness of a particular offense makes the application of progressive discipline inappropriate, the appropriate disciplinary step may be taken.

An employee shall be entitled to the presence of a union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 13. Employee Assignments

The Administration shall notify each employee no later than 30 days before the end of the school year of the building assignment for the following year. As soon as possible, paraprofessionals assigned to work with special needs students will be provided with information about their tentative assignment (e.g. teacher(s), student(s), etc.). If any change in assignment occurs thereafter, the Administration shall notify affected employee(s) when that change occurs.

If an involuntary change is to occur, the affected employee shall be notified in person, at a scheduled meeting with Administration. Such meeting shall occur at a mutually convenient time, after instructional time (i.e. the students' day).

Section 14. Vacancies

If a vacancy occurs in a bargaining unit position, the notice of vacancy will be posted by the Administration on the District website, emailed to all employees, and provided to the Union President.

- A. Any employee will have the opportunity to apply for such position so long as the individual possesses the qualifications as described on the posting.
- B. Employees who apply for a vacancy will be given strong consideration when all other factors and qualifications are equal to an outside applicant.

- C. Special Education – Special education aides will remain in their original assignment for the entire school year, except in cases of extreme hardship or changes in enrollment as determined by the Superintendent or designee.
- D. When a vacancy is posted prior to the distribution of assignments for the following year (no later than May 1st) staff members who wish to apply for the positions should contact the principal of the relevant school via email. The staff member must supply documentation of qualifications for the posted position if such documentation is requested.
- E. Principals will conduct an expedited interview with all internal applicants who express interest in a posted vacancy. All internal applicants will participate in the comprehensive interview process along with selected external candidates.
- F. After assignments for the following year have been distributed, internal applicants who are interested in posted vacancies must submit an internal application via the district’s online application system.

Section 15. Probationary Period

The probationary period for each new employee shall be sixty (60) workdays beginning with the first day duties are performed. During the probationary period, the employee may be discharged at any time without recourse under this Agreement.

ARTICLE V
LEAVES

Section 1. Bereavement Leave

All employees shall be allowed up to five (5) paid workdays for each incidence of death of a member of the immediate family or household.

The term *immediate family* shall include parents, spouse, sisters, brothers, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Those days should be taken within reasonable proximity following the death. However, more flexibility in scheduling the use of such days may be available with the approval of the Superintendent after explanation by the employee.

Section 2. Family and Medical Leave

Eligible Employees are entitled to leave according to the terms of the Family and Medical Leave Act (“FMLA”) subject to the following provisions:

- A. "Eligible Employees" means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months preceding the period of the requested leave.
- B. Eligible Employee will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
 - 1. The birth of a child and the care for the newborn child.
 - 2. The placement with the employee of a child for adoption or foster care and the care for the newly placed child.
 - 3. To care for the employee's spouse, child, parent, or employee's household with a serious health condition.
 - 4. A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
 - 5. For certain qualifying exigencies, as defined by FMLA, arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.

FMLA leave shall be extended for up to a total twenty-six (26) weeks per twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty.

- C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks, which has not been used during the immediately preceding twelve (12) months.
- D. Employees taking FMLA leave to care for a child, spouse, parent, employee's household or the employee's own serious health condition may use accrued paid sick leave days concurrently with the running of the period of FMLA leave. For that period of FMLA leave for the birth and care of a newborn child during which the employee is unable to perform one or more of the functions of his or her job, the employee may use accrued paid sick leave days (for conditions for which sick leave is applicable) concurrently with the running of the period of FMLA leave.
- E. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the employee, family member, or member of the employee's

household, the employee will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the employee will provide notice of the need for such leave as soon as practicable. Whenever feasible, the employee will provide the Superintendent with at least thirty (30) calendar days advance notice of intent to return from the leave.

- F. FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

Section 3. Jury Duty

A leave of absence with pay shall be granted to any employee who serves jury duty. Days served on jury duty shall not be subtracted from sick leave or personal leave. The employee shall retain any jury duty pay received.

Section 4. Personal Leave

Except as noted below, each employee will be allowed to use two (2) paid days per year for personal leave, with the approval of the Building Principal. Personal leave days for part-time employees are limited to the length of their normal work day. Personal leave days will be used for emergencies, religious holidays, or for the purpose of attending to legal or personal business that cannot be conducted during non-school hours or non-school days.

Personal leave will not be used: (1) on institute days; (2) during the first or last five (5) days of school; (3) for vacation, travel, or other such purposes; and/or (4) to extend a holiday or vacation period. However, in extenuating circumstances, an employee may request approval from the Superintendent to use personal leave during these times. Such request will include the reason the leave is needed during the restricted time and supporting evidence. The decision of the Superintendent to grant or deny any such request will not be precedential or subject to the grievance procedure.

Except in cases of emergency, written advance notice of the use of personal leave will be submitted two (2) school days prior to the date of the leave to the Building Principal. In the case of an emergency, the employee must provide reason for the leave as soon as possible.

Personal leave may not be used in increments of less than one half day at a time. Unused personal leave days will be added to the employee's accumulated sick leave at the end of the school year.

Upon notice to the Superintendent, an employee may use one sick leave day as a third personal leave day. Whenever possible, the Superintendent's decision will be rendered within 48 hours of receipt of the request.

Section 5. Sick Leave

Sick leave is available for personal illness, quarantine at home, serious illness in the immediate family or household, death in the immediate family or household, or for birth, adoption, placement for adoption, or acceptance of a child in need of foster care. The term “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers in law, sisters-in-law, and legal guardians. Sick leave use for the birth of a child is limited to 30 days unless more is needed, as certified by a physician, and available. Sick leave use for adoption or placement for adoption is limited to 30 days. Sick leave use relating to the birth of a child(ren) must be taken contiguous to the birth event.

Each employee shall be entitled to annual sick leave based upon the employee’s accumulated sick leave as follows:

No. of Accumulated Sick Leave Days	9 - 9½ - 10 Month Employee	12-Month Employee
Less than 40	10	12
41-64	12	14
65 and more	15	17

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. Sick leave may accumulate up to 240 days. If an employee does not serve the full term of a work year, the absence allowance shall be prorated in proportion to time served.

The School Board may require a physician’s certificate in accordance with the provisions of Section 24-6 of the Illinois School Code.

Section 6. Employee Incapacity

Employees, who fail to perform their assigned duties due to physical or mental incapacity after exhaustion of available sick leave or who are reasonably suspected by the Superintendent of being permanently incapacitated, may be considered for an incapacity review by the Superintendent and subject to dismissal or other appropriate action by the Board. This section does not, however, limit the Board or the Superintendent from exercising their authority under Sections 24-5 and 24-6 of the School Code. The following procedures shall apply to incapacity reviews:

- A. Consultation among the employee, the Superintendent, and the administrator directly involved with the employee must take place, if the employee is reasonably available, to discuss the review. If the Superintendent decides to continue with the review after the conference, the employee shall be notified in writing with an explanation of the reasons for the review.

- B. At the expense of the District, the Superintendent shall arrange for examination(s) of the employee with qualified physician(s) of the Superintendent's choice. At his/her own expense, the employee may arrange for a similar examination. Such examinations must take place within a reasonable period of time after notification of the review to the employee is made.
- C. If, in the opinion of the two physicians, the employee's condition is not of an incapacitating nature and will not adversely affect the employee's ability to perform assigned duties, notification of such shall be given to the employee, and no further steps shall be taken. No documentation pertaining to this procedure shall be placed in the employee's file.
- D. If, after review by the Administration, any action is to be recommended by the Superintendent to the Board, notice of the recommendation shall be sent to the employee.
- E. Before any action is taken by the Board, the employee shall be offered a reasonable opportunity to present facts and pertinent information to the Board in closed session.
- F. The decision of the Board after the review shall be reduced to writing. A copy, including the action of the Board, shall be sent to the employee. If the Board determines that the employee is incapacitated, the employee shall be granted up to one year's leave of absence, with the agreement of the employee and the Board. Sixty (60) days before the leave terminates, another review under steps B, C, and D above shall be held. If, at that time, new medical documentation shows that the employee is not incapacitated and is capable of full performance, the employee shall be reinstated at the termination of the leave in a position of which the employee is qualified. The leave shall be without pay or other benefits after available sick leave and FMLA leave have been exhausted. An employee on a leave of absence after exhaustion of sick leave and FMLA leave may continue to participate, at the employee's expense, in the group health insurance plan, as allowed by the insurance company. If the new medical documentation indicates that the employee is still incapacitated and not capable of full performance, the employee shall be deemed permanently incapacitated and shall be dismissed.

Section 7. Injury on the Job

An employee absent due to injury on the job shall be entitled to keep any workers compensation check to which he is entitled under the Workers' Compensation law and shall not be required to use sick leave days for the period of absence.

Section 8. Sick Leave Bank

Effective July 1, 2016, after four (4) full years of employment in the District, any full-time employee who has accumulated at least twenty (20) sick days shall be eligible to participate voluntarily in the Sick Leave Bank. Eligible employees employed by the Board prior to July 1, 2016 may participate in the Sick Leave Bank after two (2) full years of employment.

Decisions regarding the Sick Leave Bank shall be made by a Sick Leave Bank Committee, which shall be composed of eleven (11) members. The members shall include at least two members of the Teacher's Bargaining Unit from each school, one member of the Support Staff Bargaining Unit, and one non-affiliated or administrative staff member, and the Union President.

The Sick Leave Bank Committee shall provide a copy of the rules regarding the Sick Leave Bank to the District Business Office.

The Sick Leave Bank Committee shall also provide a report to the District Business Office, which indicates participating employees' deposits into, and withdrawals from, the Sick Leave Bank.

Section 9. Vacation and Holidays

A. Vacation

During the first year of employment, regular, full-time twelve (12) month employees may use up to five (5) days of paid vacation after completing six (6) months of employment and up to an additional five (5) days of paid vacation after the last six (6) months of employment. During the first year of employment, the number of vacation days will be pro-rated based upon the date of hire.

After completing the first year of employment, regular, full-time twelve (12) month employees shall receive annual paid vacation as follows:

<u>Completed years of Service</u>	<u>Vacation Entitled</u>
1-4 years	10 days
5-9 years	15 days
10+	20 days

Vacation days noted above will be available for use beginning July 1 and must be used by June 30. However, employees who have completed ten (10) years of District service may carryover up to five (5) days into the next year. The failure to use such carryover days within the following year will result in the loss of the carryover days without compensation. Unless noted above, vacation days shall not transfer to the next year except in extraordinary circumstances with the approval of the Superintendent.

No vacation days will be approved ten (10) work days prior to the opening of the school year, within the first ten (10) work days of the school year, ten (10) days

prior to the end of the school year, or ten (10) work days after the end of the school year except in extraordinary circumstances with the approval of the Superintendent.

In the event an employee leaves the employment of the District, voluntarily or involuntarily, after receiving the new vacation allocation noted above, such allocation will be prorated based upon the number of days worked after July 1. For example, if the employee's work year is 260 days and the employee works 26 days after receiving the July 1 allocation, the employee will be paid for 10% of the allocation ($26/260 = 10\%$). In establishing vacation approvals, the employer shall consider the operating needs of the District.

B. Holidays

Employees covered under this Agreement will receive fifteen (15) paid holidays per year as determined by the official school calendar as approved by the Board of Education

In the event the approved official school calendar does not contain the requisite number of holidays (15), the Superintendent will solicit input from the local President to identify an alternative paid non-workday(s) to replace the lost holiday(s).

Section 10. Weather

Twelve-month employees who are unable to report to work due to inclement weather conditions will charge such absence to personal leave or vacation leave.

Nine, nine and one-half and ten-month employees who are unable to report to work due to inclement weather conditions, even though the schools are officially open, will charge such absence to personal leave. In extra ordinary circumstances, with the approval of the Superintendent, absence may be charged to sick leave.

Section 11. Dock Days

Employees will utilize all of their approved accumulated time to cover vacation, sick, or personal time-off requests. Any request made for time off in excess of time earned or in excess of approved time, as a result of this Agreement, shall be denied unless previously approved by the Superintendent or designee or in the case of an emergency. If time is chronically taken in excess of that approved accumulated time as a result of this agreement, and without the prior approval of the Superintendent or designee, or is not taken in the case of bona fide reasons permitted for leave under the Family Medical Leave Act (FMLA), or is not taken in the case of a true emergency as evaluated and determined solely by the Superintendent, the employee shall be considered insubordinate. In any event, all requests for "dock days" will be added to the personnel file of the individual making the request.

ARTICLE VI
FRINGE BENEFITS/FULL TIME EMPLOYEES

Section 1. Health Insurance

The Board shall maintain a major medical group health insurance plan.

- A. Single Coverage: The Board will pay the cost of single coverage except that each employee who elects PPO or HSA single coverage shall contribute fifteen percent (15%) toward the cost of single coverage and each employee who elects HMO single coverage shall contribute five percent (5%) toward the cost of HMO single coverage.
- B. Family Coverage: The Board will pay the cost of family coverage except that each employee who elects PPO or HSA family coverage shall contribute seventeen and one-half percent (17.5%) toward the cost of family coverage and each employee who elects HMO family coverage shall contribute ten percent (10%) toward the cost of HMO family coverage. Employees who elect coverage for their spouse when their spouse or domestic partner has access to health insurance coverage through the spouse's employer will be required to pay a monthly spousal surcharge of one-hundred and fifty dollars (\$150).
- C. Premium Reduction for Wellness Participation: Employees who participate in the wellness program (including wellness blood draw and biometric screening) will receive a five percent (5%) reduction in their required premium contribution. Employees who fail to maintain the required participation following the wellness blood draw and biometric screening will be required to reimburse the Board for the premium reduction received through salary reduction over the following year.

For employees with family coverage, the employee's spouse or domestic partner must also participate in wellness for the employee to receive the family premium reduction. Spouses who had a qualifying blood test within 4 months prior to the District Wellness Day(s) may submit the Physician's Certification form to the Business Office for said blood test to qualify for a 5% premium reduction.

The Business Manager will notify employees on the date(s) of the Wellness Day(s) at least 30 days prior to the Wellness Day(s).

Except as set forth in this Section, the features of the health insurance plan, the coverage provided, or the employee contribution obligation shall not be changed for the life of this contract unless approved by the Board and the Union.

If the benefit cost to the Board as calculated in these negotiations (that is, the total PPO or HSA and/or HMO premiums) increase by more than eight percent (8%) in either 2023-2024, 2024-2025, or 2025-2026, the Insurance Committee will review the plan(s) and make plan design

change recommendations to reduce the cost of the increase. If the employees fail to ratify the changes recommended by the Insurance Committee, the employees will be responsible for the entire premium increase over eight percent (8%) for the cost of the plan chosen by the employee (i.e., single or family and PPO, HSA or HMO).

The Board and Union shall convene a joint, on-going insurance committee consisting of an equal number of employee representatives from the three (3) bargaining units and Board representatives appointed by the Board. The number of employee representatives appointed by the president of each bargaining unit will be proportionate to the number of employees in the bargaining unit. The parties may include, as needed, resource persons necessary for the committee to complete its task.

The Insurance Committee will meet at least quarterly. The Insurance Broker for the District will participate in Insurance Committee as appropriate.

The purpose of the committee will be to review the District employee health insurance program and make recommendations, if any, to the Board and the Union relative to changes in plan design, cost containment, cost reduction, or expanded/enhanced coverage. Recommendations from the committee must be approved by the Board and the Union prior to implementation. The Committee will examine and recommend ways to expand wellness options and participation.

The Superintendent and the Union President will cooperate in setting committee meeting agendas, determining the frequency and date of committee meetings and facilitating the committee process, if necessary.

Section 2. Dental Insurance

The Board shall maintain a group dental insurance plan. The Board shall pay the full cost of single and dependent coverage under the District's dental plan.

Section 3. Life Insurance

The Board shall provide \$50,000 of group term-life insurance to each employee.

Section 4. Insurance for Retirement

Employees retiring from District 113A and immediately drawing Illinois Municipal Retirement Fund pension benefits will be allowed to enroll in the District-provided hospitalization insurance coverage. The retiree will be responsible for the full amount of the premium.

Section 5. Support Staff Retirement

Employees, who are eligible to retire into the Illinois Municipal Retirement Fund ("IMRF") program, and who in fact retire into the IMRF retirement program, shall receive the retirement benefits set forth below. Eligible employees must meet the additional eligibility requirements in Sections A and C to receive the benefits set forth below.

- A. A service stipend equal to Three Hundred Dollars (\$300) for each year of full-time consecutive employment in District 113A, provided that the employee must have at least fifteen (15) consecutive years of full-time employment in District 113A to qualify for this payment. Payment will be made to the employee one month after date of retirement.
- B. A payment of Twenty-Five Dollars (\$25) per day of accumulated unused sick leave that is not used at retirement to establish IMRF service credit. Payment will be made to the employee one month after date of retirement.
- C. For eligible employees who give between one (1) and three (3) years of advance irrevocable written notice of retirement, the Board will, to the extent permitted by law, make a one-time pre-retirement payment to the employee's 403(b) account or to the employee's IMRF Voluntary Additional Contributions ("VAC") account. The payment will be one of the amounts listed below based upon the employee's total, full-time consecutive years of employment in District 113A at the time of the employee's retirement:

30 years	\$5,500
25 years	\$4,500
20 years	\$3,500
15 years	\$2,500

If the payment cannot legally be made to the employee's 403(b) account or IMRF VAC account, the Board, the Union, and the employee will negotiate an alternative method for the employee to receive the funds.

- D. Eligible employees wishing to receive the benefits of this section 5, must submit an irrevocable written notice of intent to retire to the Superintendent no later than February 28 of any year of this Agreement. An employee's notice of intent to retire may only be rescinded (and then, only if a replacement employee has not been hired or the Board has not acted to reduce the number of employees) for one or more of the following reasons:
 - 1. death of a spouse; or
 - 2. disability of the employee or spouse; or
 - 3. other reasons of compelling emergency as determined solely by the Board. The Board's decision in such situations shall be non-reviewable and nonprecedential with respect to granting or denying subsequent revocation requests.

In the event the Board permits a revocation, any benefits paid to the employee under this provision in anticipation of retirement must be repaid. Such repayment will be made pursuant to an agreement between the employee and the Board or designee. In the event no such agreement is reached, the repayment must occur

within two (2) years of the approval of the revocation by the Board.

ARTICLE VII
SALARY AND COMPENSATION

Section 1. Pay Periods/Direct Deposit

Support staff employees will receive 26 paychecks, beginning with the first Friday of the work year. Paychecks will be distributed every other Friday thereafter. If a pay date occurs on a holiday, the pay date becomes the last day the District Office is open. The Business Office will inform staff of the payroll dates annually.

Throughout the duration of this Agreement, support staff employees will receive an annual letter that notifies them of their base hourly rate.

The Board utilizes a direct deposit program, and bargaining unit members are strongly encouraged to participate in the direct deposit program. The District will follow the same pay schedule as outlined above with direct deposit. For those choosing to enroll in direct deposit, any change in the bargaining unit member's bank selection for direct deposit requires thirty (30) calendar-days notice prior to the effective date of the bank or account change.

Section 2. Salary

For the 2023-2024 school year, each employee will receive an increase of \$3.75/hour over the employee's hourly rate during the 2022-2023 school year.

For the 2024-2025 school year, each employee will receive an increase of 4% over the employee's hourly rate during the 2023-2024 school year.

For the 2025-2026 school year, each employee will receive an increase of 3% over the employee's hourly rate during the 2024-2025 school year.

For the duration of this Agreement, the starting salary for each employment category shall be as follows:

<u>Category</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
Secretaries (260)	\$21.00	\$21.42	\$21.74
Secretaries (215)	\$21.00	\$21.42	\$21.74
Paras (7 hrs./194 days)	\$17.00	\$17.34	\$17.60
Paras (7.5 hrs./194 days)	\$17.00	\$17.34	\$17.60
Nurses*	\$31.50	\$32.13	\$32.61

LRC Asst. (7.5 hrs./199 days+5 discretionary days at the end of the work year paid per diem once worked)	\$17.00	\$17.34	\$17.60
Tech Asst. (8 hrs./204 days+up to 10 discretionary days paid per diem once worked)	\$19.80	\$20.20	\$20.50
*This rate will be paid to middle school nurses based on a 7.5 hour work day.			

*** This rate will be paid to middle school nurses based on a 7.5 hr. work day.**

Section 3. Stipends

Employees with assigned duties beyond the regular work day shall receive a stipend as set forth in the Agreement between the Board of Education and Teachers, Appendix B with prior approval of administration.

Section 4. Travel Compensation

Employees who use their personal vehicles for Administration-approved, job-related purposes shall be compensated for that travel at the current IRS rate. This compensation shall be paid at the end of each trimester.

Section 5. Payroll Deductions

Upon written request from an employee, the Board shall deduct from the employee's regular pay checks up to four types of deductions and shall remit the designated amount to the payee designated by the employee.

**ARTICLE VIII
NEGOTIATIONS**

Section 1. Successor Agreements

Negotiations for any successor agreement shall commence in the final year of this Agreement upon notification in writing by either party that it desires to modify, change, amend, or terminate this Agreement. Such notification is to be given on or before March 1 of the year in which this Agreement is to expire. Upon receipt of such written notice, the parties shall agree upon a time and date for the first negotiations meeting which shall occur no earlier than February 1 and no later than April 1.

Section 2. Mid-Term Bargaining.

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any matter during the term of this Agreement, and each agrees

that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter, except as otherwise specifically provided in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, provided, however, any subject may be reopened for negotiations upon the agreement of both parties.

ARTICLE IX
DURATION


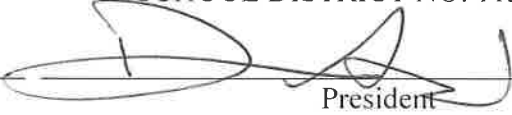

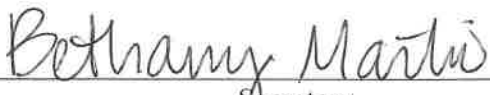
This Agreement shall be effective as of July 1, 2023 and shall continue in full force and effect through June 30, 2026.

EXECUTION OF AGREEMENT

This Agreement is signed this 31 day of May 2023.

FOR LEMONT-BROMBEREK COUNCIL OF
LOCAL 604 SUPPORT STAFF

FOR THE BOARD OF EDUCATION OF
LEMONT-BROMBEREK COMBINED
SCHOOL DISTRICT NO. 113A

 _____ President	 _____ President
 _____ Secretary	 _____ Secretary