

Master Contract

Worth Education Support
Team

and

Board of Education
Worth School District 127

July 1, 2022
through
June 30, 2025

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Article I Recognition

Section 1. Exclusive Bargaining Representative

The Board of Education of Worth School District #127, Cook County, Illinois (hereinafter "Board"), recognizes the Worth Education Support Team (hereinafter "Association") as the exclusive collective bargaining representative for all full-time and part-time: secretaries, paraprofessionals, ELL tutor, health aides, licensed practical nurses, and custodial employees, but excluding the Technology Coordinator, the Director of Buildings and Grounds, and employees who do not regularly perform bargaining unit work and persons excluded pursuant to the provisions of the Illinois Educational Labor Relations Act, to also include special education secretary as a confidential employee. As used herein, "employee" shall mean those persons defined in the bargaining unit above.

Section 2. Voluntary Membership

This shall not preclude any employee of District 127 from voluntarily belonging to the Association and paying dues.

Article II Association Rights

Section 1. Non-discrimination

The Board and the Administration shall not discriminate against any employee for membership in the Association or for engaging in lawful Association activity.

Section 2. Association Access to Premises

Officers and/or staff representatives of the Association (but no more than two persons at any one time) shall be permitted to enter the Board's premises during work hours, provided notification thereof is given to the principal or designee and to the superintendent or designee, and provided that except as expressly permitted by the Board, the foregoing shall not be construed as to allow such visitation to interrupt, impede or disrupt in any manner the work requirements of any employee of the Board. The Board agrees that during working hours, on the Board's premises and without loss of pay, designated Association representatives shall be permitted to:

- a. Place Association notices in authorized places;
- b. Distribute Association literature among employees during their lunch periods.

All of the foregoing shall be subject to all of the limitations of the preceding paragraph.

Section 3. Association Bulletin Board

Employees shall have access to an Association bulletin board per building for the posting of meeting notices and other information provided by the Association.

Section 4. Notices to the Association

The Association President shall be provided with bargaining unit job vacancy notices. Additionally, the Board shall provide the Association with a list of all newly hired

bargaining unit (WEST) employees or changes to employment throughout the calendar year within two weeks of the change or new hire.

In the event that the Association elects Co-Presidents, one of the Co-Presidents shall be designated as the individual to receive all notices, including, but not limited to, Board of Education meeting agendas, job vacancy notices, and other official correspondence from the Superintendent or the Board. The designation of the Co-President who shall receive notices shall be in writing to the Superintendent.

Section 5. Association Leave Days

WEST shall be allowed three days per year for Association leave subject to the following provisions:

1. Use of this leave by members of WEST shall be determined by the WEST executive Board and certified by the Association president.
2. Such leave shall be used for purposes of attending the IEA convention, IEA sponsored conferences or lobby days.
3. Principals or supervisors shall be provided with as much advance notice as possible for employee use of personal leave.
4. The WEST will reimburse the District for the cost of the substitute used for the employee's absence only if a substitute is required.
5. The request for an Association Leave Day shall be via letter from the Association President to the Superintendent with the Leave Request Form attached.
6. The Superintendent may, in her sole discretion, allow additional days of Association leave upon written request from the Association President.

Section 6. Association Meetings

The Association, at reasonable intervals during the calendar year, shall be permitted to hold meetings in the schools, provided that said meetings do not disrupt the operations of the district and further provided that no employee shall be paid for any time spent in said meetings. An employee may attend an Association meeting for contract ratification purposes on school grounds and possibly before 8:05 a.m. or after 3:30 p.m. if needed. At least (2) days' notice of such meetings must be given and have the approval of the Superintendent or his designee. If the meeting is held on the weekend, the Association must arrange for the opening and closing of the building where the meeting is held, at no cost to the district. No employee shall be compensated for overseeing a facility when an Association meeting is held.

Section 7. Dues Deduction

The School Board agrees to deduct from the pay of Association members covered by this Agreement regular Association membership dues (including the dues of the Illinois Education Association and National Education Association) during the term of this Agreement. This will be done by written authorization of the employee. The Association shall indemnify the Board for any liability, fine, or any monetary damages assessed against the Board in connection with the Board's deduction, collection and/or payment to the Association of any dues from any bargaining unit employee, and such indemnity shall

cover any attorney fees paid by or assessed against the Board in connection with any challenge to the deduction, collection or payment of any dues.

Article III Management Rights

All management rights and functions, except those which are elsewhere expressly, clearly, and unmistakably abridged by this Agreement, shall 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 support 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 non-probationary employees for cause and otherwise to maintain an orderly, effective, and efficient operation; no such management rights and functions shall be in violation of state or federal law.

Article IV Working Conditions

Section 1. New Employees

- a. Notification to Association
New employees with prior related work experience shall be hired and placed on the wage structure for their job classification in accordance with their qualifications and experience as determined by the Superintendent. Unique qualifications of employee could justify up to a 10% salary increase, determined by Superintendent. The Board shall advise the Association of the name, position, and regular salary of all new employees.
- b. Demonstration of Physical Condition
Except as precluded by law, the Board shall require all new employees to submit reasonable medical evidence as specified by the Board demonstrating their medical condition and ability to perform their job. The cost, if any, of providing such medical information shall be borne by the employee.

Section 2. Evaluation and Personnel File

- a. Employees shall be given a copy of any evaluation report and shall have the right to discuss such report with the primary evaluator. Employees shall be given a copy of all evaluative material added to the personnel file at or promptly following the time such is added to the file. The employee shall acknowledge receipt of such copy. Signature indicates employee has received the evaluation.

- b. Employees shall have the right to respond in writing to all additions to the personnel file, provided such response is filed within ten (10) calendar days of receipt by the employee of a copy of such addition. Such additions shall be made a part of the file. No materials shall be maintained in personnel files or personnel records which are not made known to or available for inspection by the employee involved.
- c. Each employee shall have the right upon request to review, on non-duty time, the contents of his or her personnel file within a reasonable period of time but in no event more than seven (7) working days of the request, with the exception of initial employment letters of reference or other confidential data. Such review shall be during normal business hours and in the presence of a representative of the superintendent or his or her designee. Nothing shall be permanently removed from the personnel file without the consent of the superintendent.

Section 3. Reimbursement for Personal Property

The Board shall pay mileage reimbursement in accordance with current IRS guidelines. Only authorized employees will use their personal cars to conduct business for the District.

Section 4. Duty Free Lunch

Full-time secretaries shall be entitled to a forty (40) minute duty free lunch. All other full-time employees shall be entitled to a thirty (30) minute duty free lunch. Employees shall not leave school premises without prior authorization and acknowledgement from the superintendent, principal or designee. This authorization will be withheld only when extenuating circumstances are present.

Part-time employees do not receive a duty free lunch.

Section 5. Probationary Period

A new employee shall have a probationary period of one hundred twenty (120) work days. Work days for purposes of this Section are defined as days on which an employee actually works. Probationary employees may be disciplined or discharged with or without cause and with or without notice.

Section 6. Traffic

WEST employees shall not be required to direct traffic on any village street.

Section 7. Part-time Custodian Acting Pay

If a part-time custodian is asked to fill in for a full-time custodian, he/she will be paid at the full-time custodian rate for 0-5 years of service for each day worked in that capacity.

Section 8. Coverage for Full Time Custodians

If a full time custodian is out on vacation, sick leave or for any other reason that extends beyond 5 days, a part time custodian may be assigned to cover the full time custodian's

workload and will be paid at the full time custodian rate as outlined above under Section 7.

Section 9. School Calendar

The Board of Education adopts a school calendar. The Superintendent will add one (1) member of the Association to the calendar committee. The Association understands and agrees that the determination of the school calendar should be based on the best interests of the students and the community as determined by the Board of Education in its discretion.

It is further understood by both parties that any changes in this Article required by State and/or federal laws or regulations shall be incorporated and enacted as appropriate.

Section 10. Internal Substitute Coverage

A paraprofessional who is assigned to a daily assignment as a substitute teacher shall be paid at the same rate as a substitute teacher or their daily rate, whichever is greater.

Section 11. Toileting and Feeding

A paraprofessional who is regularly assigned the responsibility for providing assistance for toileting and/or feeding a student and provided such assistance for at least 75% of the days in the school year will receive an additional stipend of \$500 per school year.

Article V Compensation and Fringe Benefits

Section 1. Overtime

All employees must have prior administrative or supervisory approval in order to work overtime.

Any employee actually working more than forty (40) hours in a work week or eight hours in a work day, shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for hours worked in excess of forty (40) hours per week or in excess of eight hours per day.

Employees who participate in meetings at the request of the administrative or supervisory staff will be paid on the basis of their regular hourly rate subject to the provisions of paragraph 2 in this section.

The Board will make reasonable effort to equalize overtime assignments among custodians.

Mandatory work over the weekends is not required unless there is an emergency. If work is ordered to be performed on a weekend, such work will be paid at time and one half. A minimum of two hours will be guaranteed.

Employees who are called in to respond to emergency situations shall be paid a minimum of two hours at time and one half.

Section 1a. Subs for Secretaries and Nurse

When a part time secretary fills in for a full time secretary or district nurse, the part time secretary will maintain his or her current rate of pay.

Section 2. Salary Checks

Salary checks shall be distributed bi-weekly on Fridays, except on those Fridays which are school holidays, in which case checks shall be distributed the work day of the business office preceding the holiday. Checks shall be available in the office of the school to which the employee is assigned during the school year and in the District Office at other times. If an employee is absent on a regularly scheduled pay date, the check shall be mailed that day unless notification to the contrary is received.

Employees are encouraged to use the direct deposit of payroll checks.

Section 3. Payroll Installments

All employees shall receive paychecks in twenty-six (26) installments, paid by June 30th. If the year includes 27 pay periods, an adjustment to this procedure will be made.

Section 4. Pay Dates

A list of specific pay dates for the school year shall be distributed to all employees on the first day of the school term.

Section 5. Fringe Benefits

Employees who regularly work 30 or more hours a week shall be eligible for full insurance benefits.

The Board shall continue to provide medical coverage comparable to the current Plan E. The Board shall pay 90% of the single premium for those who select single insurance coverage, with the remaining 10% paid by the employee

The Board shall pay 80% of the Single +1 premium or the family premium for those who select dependent insurance coverage, with the balance (20%) paid by the employee.

The Board shall provide \$2,700 to employees who select no insurance coverage, to be used for:

- a) single or family dental insurance
- b) contribution to a district-provided Flexible Spending Account (up to maximum allowed by law)
- c) life insurance as currently available in District 127
- d) vision insurance as currently available in District 127
- e) any surplus paid to the employee as taxable compensation in compliance with IRS regulations

Section 6. Health Insurance

- a. Insurance premiums will be made through payroll deduction with the deductions to be made during the month of the premium payment;
- b. Employees shall be given notice of plan changes as soon as practicable after notice has been received by the District;
- c. Rules and regulations promulgated by the insurance carriers shall otherwise govern the health and dental insurance programs.
- d. The Board may offer an HSA option or other insurance options on such terms as may be made available by the Board and its insurance carriers.

Section 7. Dental Insurance

Employees may participate in a plan of group dental insurance with full amount of the premium to be paid by the employee unless an employee selects this as a fringe benefit preference outlined in Section 5. Information on coverage and cost shall be available on request from the School District Business Office.

Section 7a. Vision Insurance

Employees may participate in a plan of group vision insurance with the full amount of the premium to be paid by the employee unless an employee selects this as a fringe benefit preference outlined in Section 5. Information on coverage and cost shall be available on request from the School District Business Office.

Section 8. Secretary Summer Hours

Summer hours, from 7:30 a.m. to 2:30 p.m., shall be in effect for 25 days. Secretaries will be paid for 6 hours 20 minutes per diem on each day that the summer hour schedule is in effect.

Section 9. Tuition Reimbursement

Staff may take college courses and training sessions pre-approved by the Superintendent. The District is willing to pay up to \$100.00 per semester hour for up to six (6) hours of credit per year, for secretaries, paraprofessionals, LPNs, and health aides who may want to take courses related to their assignment.

Section 10. Employee Work Days and Work Hours

Chart 11.1 defines the work day and work year for support staff. At the start of each fiscal year, i.e., July 1, the work year basis shall be adjusted to reflect the impact that the number of week days in the calendar year, and the occurrence of holidays have on the number of total paid days.

Hourly employees will be paid only for hours worked.

Paraprofessionals will work 1.5 hours less on the day that teachers work 1.5 hours less as teacher compensation for attendance at Open House. Paraprofessionals shall not be paid for the 1.5 hour early release. All other support staff employees shall work their regular shift on this same work day.

Section 11. Parent / Teacher Conference Days

The hours of work for secretaries, health aides, and nurses on Parent/Teacher Conference Days shall be the same as the hours of work for the teachers on such days. Paraprofessionals shall not work on nor be paid for parent/teacher conference days.

Section 12. Life Insurance

Full time employees may participate in the District Life Insurance Program with the full amount of the premium to be paid by the Board of Education. The life insurance amount will be \$40,000 with no fringe benefit for employees not electing this coverage.

Section 13. Institute Days

Institute Days shall be full work days.

All other members of the bargaining unit shall work their assigned number of regular work hours on Institute Days. Special Institute Day schedules may require the employee to shift their work schedule to be present at Institute Day activities.

Article VI Leaves

Section 1. Injury on the Job

- a. An employee who is injured shall be entitled to receive directly all worker's compensation payments for which he or she is eligible. To the extent such compensation does not equal the employee's normal take home pay, the District shall pay the difference between the worker's compensation payment and the employee's normal take home pay for ninety (90) days beginning the fourth day following the injury. Normal take home pay shall be defined as regular salary less state and federal withholdings and the normal pension deduction. The first three (3) days shall be paid without charge to the employee's sick leave. This provision shall not apply if the employee was violating work rules, administrative direction or Board policy at the time of injury. Employees are required to timely notify the Business Office of any injury or illness. Such notification must occur as soon as possible but in no event later than three (3) calendar days after any incident resulting in injury or illness.
- b. Following such ninety (90) calendar days, the injured employee may retain all worker's compensation payments, but further District payments will cease unless the employee has accumulated sick leave available, in which instance such accumulated sick leave shall be paid to supplement the worker's compensation payments to the extent of normal pay rates, such payments shall be deducted from accumulated sick leave.

Section 2. Disability

Employees who suffer a continuous disability shall have their insurance benefits continued at the same levels selected by the employee prior to the disability while the employee is on sick leave or, if eligible, Family and Medical Leave Act leave. If the

employee is unable to return to work after the exhaustion of all available paid and unpaid leave, the Board may in its discretion deem the employee to be permanently disabled.

Section 3. Sick Leave

Sick leave for full-time employees shall be as follows:

Custodians	15 sick days, 2 of which may be used as personal business leave
School Secretaries	14 sick days, 2 of which may be used as personal business leave
Health Aides/Paraprofessionals, ELL Tutor, LPN	13 sick days, 2 of which may be used as personal business leave

Sick leave for part-time employees shall be as follows:

Part-Time Employees	11 prorated sick days, 1 of which may be used as personal business leave
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Accumulation of sick days shall be unlimited. Sick leave days shall be credited as of July 1 each year.

Section 4. Employment Requirements

New employees shall be required to furnish and/or cooperate in providing file information promptly at the time of hiring. Such information includes but is not limited to:

- Completed application
- Criminal background check
- Physical examination (prior to employment)
- TB test (prior to employment)
- Transcripts (where required)
- Certificates (where required)
- W-4 and I-9 forms
- Pension forms

Section 5. Jury Duty

- a. An employee called for jury duty may be granted special leave to fulfill such duty at full pay provided the employee shall promptly notify his supervisor after receiving such call and cooperate with the Board upon request with respect to any request for a continuance or excuse from service.

- b. An employee may retain jury duty pay.
- c. Employees will be required to provide evidence of jury duty service performed on work days.

Section 6. Personal Business Leave

Full time employees shall be entitled to two days absence per year for purposes of transacting any personal business which may only be transacted on school time provided that any day or days so used shall be deducted from accumulated sick leave. Part time employees shall be entitled to one such day. Personal business leave is not vacation leave and should not be used for this purpose. The leave shall be subject to the following provisions:

- 1. Procedure for reporting such absences shall be that prescribed for other absences, except that the employee shall provide as much advance notice as possible for absence for personal business.
- 2. Absences for personal business shall not be to:
 - a. extend a vacation or weekend;
 - b. avoid attendance due to inclement weather;
 - c. pursue any endeavors related to another occupation or enterprise.
- 3. Absences for personal business shall not usually be on the first or the last day of the school year or on the day before or after a weekend, school holiday or vacation period, but if such instances arise, requests will be made in writing to the Superintendent.

In case of absence, all employees should contact their supervisor as long before the beginning of their workday as possible. Two (2) personal leave days may be used consecutively for the purposes and subject to the conditions set forth above with the prior written approval of the Superintendent. The District shall make a good faith effort to approve or deny the employee's request within two (2) weeks of receipt.

Section 7. Bereavement Leave

Employees may use up to three (3) days per incident for leave connected with the attending of funerals of immediate family members as defined in the Illinois School Code. A "day" is defined to be the number of hours that the employee is regularly scheduled to work.

Absence of a maximum of three (3) consecutive days for death in the immediate family or household shall not be deducted from accumulated sick leave provided that such bereavement days are taken immediately following the death or for the services of the immediate family member. Any other days related to the death shall be deducted from accumulated sick leave. Additional unpaid leave for the death of a child may be allowed in accordance with the Illinois Child Bereavement Leave Act.

Immediate family shall include parents, spouse, partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal

guardians, and anyone living in the unit member's immediate household, or such others that may be listed in the School Code.

Section 8. Temporary Leave and Other Considerations

Employees may be granted a temporary leave without pay for a period not to exceed five days subject to the following:

1. Request for such leave shall be submitted in writing to the Superintendent a minimum of 10 working days prior to the beginning date of the leave.
2. Such leave shall be for personal or family activities.
3. Such leave may be requested either in whole or in part only once during any fiscal year.
4. Such leave shall not be taken in conjunction with personal business leave as provided in this contract.
5. Such leave shall not usually be during the first or last week of the school year nor in the week immediately preceding or following the winter or spring recess, but if such instances arise, requests will be made in writing to the building principal and superintendent.
6. Such leave shall be granted to no more than two District support staff at the same time.
7. The District shall make a good faith effort to approve or deny the employee's request within two (2) weeks of receipt.

Article VII Grievance Procedure

Section 1. Definition

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of the contract. No grievance shall be processed or entertained unless it is submitted in writing within fifteen (15) work days after the occurrence of the event giving rise to the grievance. The Association may file a grievance on behalf of itself or any Association member.

For purposes of this Article VII, a work day is defined as a day on which the District's central administrative offices are open. The parties reserve the right to request an extension of time at any point in the grievance process. The decision to extend time must be agreeable to both parties.

Section 2. Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. When requested by an employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. This informal approach does not extend or waive the fifteen (15) work day time limit noted above. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- a. The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within (10) work days after the receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor may be present for the meeting. Within five (5) work days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- b. If the grievance is not resolved at Step 'a', then the grievant or the Association may refer the grievance to the superintendent or the superintendent's official designee within ten (10) work days after receipt of the Step 'a' answer or within fifteen (15) work days after the Step 'a' meeting, whichever is the later. The superintendent shall arrange for a meeting to take place within ten (10) work days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary. Within 10 work days of the meeting, the Association and the grievant shall be provided with the superintendent's written response, including the reasons for the decision.
- c. If the grievance is not resolved at Step 'b', then the grievant or the Association may refer the grievance to the Board of Education within ten (10) work days after the receipt of the Step 'b' answer or within (20) work days after the Step 'b' meeting, whichever is the later. The Board of Education shall arrange for a meeting at its next regular board meeting. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary. Within ten (10) work days of the meeting, the Association and the grievant shall be provided with the Board of Education's written response, including the reasons for the decision.
- d. If the Association is not satisfied with the disposition of the grievance at Step 'c' or the time limits expire without the issuance of the Board of Education's written reply, the Association may submit the grievance to binding arbitration. The Federal Mediation and Conciliation Service shall act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) work days of the receipt of the Step 'c' answer, then the grievance shall be deemed withdrawn.

Section 3. Arbitration

- a. The arbitrator shall have no power to alter the terms of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her, by the Board and the Association, and his/her decision shall be based only upon interpretation of the meaning or the application of the express relevant language of this Agreement.
- b. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the Federal Mediation and Conciliation Service shall be divided equally between the parties.

- c. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties. If a copy of the transcript is furnished to the arbitrator, the cost of such shall be divided equally by the parties.

Section 4. Filing of Materials

All written records of the grievance and the decisions reached concerning it shall be filed in the office of the superintendent. They shall be held by him/her in strict confidence. This confidence must be respected as a protection to the individual employee and a respect for his/her right to privacy. Nothing related to a grievance shall be placed in the personnel file of the grievant or any participants in the grievance procedure.

Section 5. No Reprisals Clause

No disciplinary action shall be taken by the Boards or the Administration against an employee because of his/her participation in a grievance.

Section 6. Class Grievance

In instances where two (2) or more employees initiate a grievance on the same issue, the Association shall process the grievances as one with the WEST President acting on behalf of the aggrieved parties.

Section 7. Association Participation

All grievances shall be processed through the Association with written copies to be submitted to the superintendent, association president, and building principal, if applicable. The Association shall have the right to have one representative present at all levels of the grievance procedure. If they so desire, involved principals may include one other district administrator exclusive of the superintendent at all levels of the grievance procedure.

Section 8. Board-Administration Cooperation

Each party shall provide the other with documents relative to the grievance as requested prior to any arbitration under this article.

Article VIII Paid Holidays

Full-Time (twelve month) employees will be paid for, but will not be required to work on:

- New Year's Day
- Martin Luther King Jr's Birthday
- Spring Friday Holiday
- Memorial Day
- June 19 ("Juneteenth")
- Independence Day
- Labor Day
- Columbus Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

When a part-time custodian works 20 consecutive 4 hour days, as scheduled, he/she earns a \$25.00 bonus. Part-time custodians must submit the appropriate paperwork to the District Office for processing. Custodians working 3 or 3.5 hours per day as their regular schedule as of June, 2002 will have this benefit grandfathered to them also.

Part time custodians employed with the District for two (2) years will receive pay for one (1) holiday.

Article IX Vacations

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

From:	To:	Maximum Vacation Leave Earned per year
Beginning of Year 2	End of Year 2	5 days per year
Beginning of Year 3	End of Year 8	10 days per year
Beginning of Year 9	End of Year 15	15 days per year
After 15 Years		20 days per year

Vacation days shall be credited as of July 1 each year.

Vacation time earned in one (1) year shall be used by the end of the following year or the days will be converted to sick days. Employees terminating their employment shall be entitled to be paid for the amount of unused and unconverted vacation days earned to the date of termination.

Request for vacation must be submitted to and approved by the administrator to whom the employee is responsible before the vacation can be taken. The District shall make a good faith effort to approve or deny the employee's request within two (2) weeks of receipt. No vacation may exceed ten (10) consecutive work days without the prior written approval of the Superintendent. The parties recognize and agree that certain essential work duties can only be performed during the summer months. Accordingly, no vacation in excess of ten (10) consecutive work days will be approved during the months of June, July or August. No more than two (2) employees can be on vacation at the same time, unless approved in advance by the Superintendent.

Article X Employee Rights

Section 1. Employee Discipline/Progressive Discipline

Suspension without pay and dismissal from employment for disciplinary reasons shall be for just cause for non-probationary employees. This provision shall not apply to dismissal or changes in employment status which occur for non-disciplinary reasons, such as because of a reduction in the work force.

Employee discipline shall, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

- 1) Verbal Warning (documented in file)
- 2) Written Reprimand
- 3) Suspension without pay
- 4) Discharge

Where, in management's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by management. Suspension without pay and discharge are subject to the grievance procedure, except that the first step in such procedures shall be the Superintendent's step, or the Board step where management and the Association so agree.

Section 2. Assignment Notification

Employees shall be notified of their building assignment or any change in building assignment as soon as it is practical to do so. Employees shall receive an explanation of a change in building assignment.

Section 3. Seniority

1. Seniority Applicability - Seniority shall accrue in categories of position for employees. Seniority categories shall be as follows: (1) School Secretary; (2) School Secretary – Part-time; (3) Paraprofessional; (4) ELL Tutor; (5) Health Aide; (6) Licensed Practical Nurse; (7) Custodian – Full-time; (8) Custodian – Part-time. Seniority shall begin with the date of hire. Date of hire shall be defined as the earlier of: first date of actual full-time work or the date of the Boards hiring as a full-time employee, with the order determined as listed in the minutes when multiple hirings occur at the same meeting. No seniority shall accrue to a person employed as a substitute for an employee on leave of absence for one year or less, unless that person continues employment after the return of the employee on leave. Employees may accrue seniority in more than one category or position. Employees continuously employed with the Board shall maintain seniority in all positions and classifications held.
2. Posting of Seniority List - The seniority list shall be posted by February 1st, current through that school year.

The seniority list shall set forth the seniority of each employee by category of position. The Association shall be given a copy of the list.

Within ten (10) working days of the posting of the list, any employee who believes his/her seniority is incorrectly shown shall submit to the superintendent in writing an explanation of any claimed error, and shall have the right to meet with the administration to correct errors. Unless such claim is made within the ten (10) working days period, seniority shall be deemed accurate through the end of that year.

3. Loss of Seniority - Once attained, seniority is not lost, except as set forth herein. Seniority is lost upon the following:
 - a. Resignation
 - b. Dismissal
 - c. Retirement

Seniority is not lost due to leaves approved by the Board, or as allowed under this Agreement.

Section 4. Transfer: Effect Upon Seniority

Seniority shall be defined to be the length of consecutive service in the District within a respective category of bargaining unit position and shall accumulate from the date of original hire in that respective category. The original date of hire shall be deemed to be the first day worked in that category. Seniority shall be recorded as the number of years and fully completed months worked in a respective category.

WEST employees shall only accrue seniority in their current category. WEST employees who have accrued seniority in a previously held category will maintain their seniority in the previously held category but will not continue to accrue seniority in the previously held category.

When an employee is transferred from one category of position to another, either by employee request or administrative or Board action, the employee shall retain any accrued seniority in that category of position. An employee subject to Reduction In Force shall have the right to bump another employee who has less seniority in any category of position that the employee subject to RIF previously held.

Support personnel may apply for a transfer to another building if the Superintendent determines that a vacancy is available in that building. Such applications shall be in writing to the superintendent or his/her designee and shall be placed in the personnel file. District needs will be the deciding factor if more than one employee requests the same transfer.

Nothing in this section prevents a WEST member from notifying the district at any time in writing of a personal interest in transferring to another building. The written request will be placed in the employee's personnel file. However, at the time that the Superintendent determines that a vacancy has occurred, it is the employee's responsibility

to apply for the vacancy following the process outlined in the posting and to make it known to the appropriate administrators of an interest in a transfer.

Section 5. Vacancies

The Board shall determine, in its discretion, whether a vacancy exists and whether or not a vacancy shall be filled. Except in cases of emergency, no vacancy shall be filled on a permanent basis until such notice has been posted. Employees covered by this bargaining unit must submit in writing their interest in bidding for the vacant position and/or new position when the position is posted. Each applicant shall receive a written notice of acceptance or rejection and if requested by the individual, the Superintendent or his/her designee shall meet with the individual to discuss the decision. Posting is defined as one (1) copy per WEST representative per building. When a full time vacancy occurs in the custodial staff, a part time custodian shall be given the opportunity to apply for the vacant or new position and shall be granted an interview for it.

Section 6. Summer Vacancies

Summer work positions that are within the recognition clause of the WEST contract will be posted for a period of at least five business days prior to filling the positions. Preference for these positions will be given to district employees who are qualified to do the work as determined by the administration. For employees employed in the same job category, the rate of pay shall be at the rate the employee was paid during the previous school year. For all other employees, the rate of pay shall be at the substitute or posted rate, whichever is greater.

Article XI Family and Medical Leave

The Board and the Association agree to comply with the provisions of the Family and Medical Leave Act (FMLA), as set forth in Board Policy 5.185.

Family and Medical Leave shall be limited to a total of twelve (12) weeks in any fiscal year, and shall run concurrently with any unused available leave.

Article XII Committees and Conferences

Secretaries, Paraprofessionals, LPN and Health Aides may be required to attend up to two conferences or workshops that are job related, at the discretion of the Superintendent or his or her designee, per year at District expense.

Article XIII Negotiations Procedure

The parties agree to negotiate a successor contract as required by law. A mutually convenient date shall be set no later than February 1 of the year in which this contract expires, unless both parties agree to a later date. The parties may establish and agree on the ground rules for bargaining at the first bargaining session.

Article XIV Salary Schedule and Retirement Benefit

Section 1. Salary Schedule

SALARY SCHEDULE is attached as appendix A

If a new position with a different pay rate is approved by the Board, the salary schedule will be amended to reflect this new position.

Section 2. Retirement Benefit

Eligible employees may choose one of the two options set forth below. The choice of one option is a waiver of any right or claim of entitlement to the other.

OPTION A. -- Full-time employees who will have completed 15 years of service in Worth School District at the time of retirement and who have submitted an irrevocable letter of retirement to the superintendent by February 1st of the school year prior to the start of their first retirement year, or September 30, 2019 for those employees wishing to count the 2019-2020 school year as a retirement year, shall have their salary increased by 5.5% over the prior years salary for each of up to three (3) years prior to retirement. Any full time employee who submits notice of retirement and begins receiving or is scheduled to receive one or more 5.5% salary increases shall be removed from the salary schedule and shall not receive any other additional compensation from the District regardless of any additional activities the employee may choose to perform or any horizontal or vertical movement the employee would otherwise experience on the salary schedule, notwithstanding any other provision of this Agreement. It is the intent of the parties that the compensation increases of such employees shall be capped at 5.5% in any of the three (3) years prior to retirement, so that the District may avoid any related IMRF surcharges or penalties.

OPTION B. -- Full-time employees who will have completed 15 years of service in Worth School District at the time of retirement and who have submitted an irrevocable letter of retirement to the superintendent by February 1st of the school year prior to the start of the final year shall receive an amount equal to \$350 for every year of service to District 127 paid out after retirement in accordance with IMRF requirements so as to avoid any penalties or accelerated payments.

Upon official retirement under the provisions of the Illinois Municipal Retirement Fund, full-time support staff members, with at least 10 years experience in Worth School District, will receive payment for unused, accumulated sick leave days at the rate of \$40.00 per day. Payment will be made after the conclusion of the final year in accordance with IMRF requirements so as to avoid any penalties or accelerated payments. In the event of the death of the retiring employee during that final year, the payment for the unused sick days shall be paid to the employee's beneficiary.

Article XV Effect of Agreement

Section 1. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and the whole agreement between the Board and Association. The terms and conditions of this Agreement may be modified only through the written mutual consent of the Board and Association. The parties hereto agree that during the negotiations for this Agreement, each party had the unlimited opportunity to make proposals on any topic, whether covered or not covered by this Agreement.

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under 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 or subject (except as otherwise specifically provided herein) though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

Section 2. Individual Contracts

If there is any conflict between the terms and provisions of the Agreement and the terms and conditions of individual employee contracts or agreements, the terms and provisions of the Agreement shall prevail.

Section 3. Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Section 4. No Strike

Neither the Association nor any of its members for any reason will authorize, institute, aid, condone, or engage in slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the schools or the functions of the School District during the life of the Agreement.

The Association agrees that its members shall not participate in a strike or any form of work stoppage unless and until:


1. The existing Agreement between the Association and Board has expired.
2. Mediation has been used without success.
3. At least 10 days have elapsed after a notice of intent to strike has been given by the Association to the Board, the Regional Superintendent of Cook County, and the Illinois Educational Labor Relations Board.

Section 5. Term of Agreement

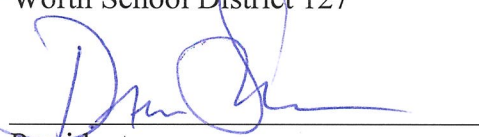
This agreement shall be in force and effect from July 1, 2022 until June 30, 2025.

Worth Education Support Team


President


Secretary

Board of Education
Worth School District 127


President

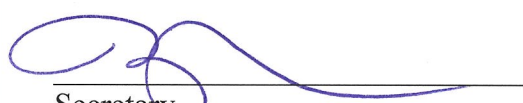

Secretary

CHART 11.1

Position	Days W/O Holidays	Holidays	Total Paid Days	Paid Hours	Lunch	Breaks	Hours on Property	Institute Day	P/T Days	Early Release	COMMENT
Paraprofessional	179	0	179	6.75	1/2 hour unpaid	None	7.25	ALL	No	1.5 hrs. unpaid	All institute days work full day
ELL Tutor	180	0	180	6.75	1/2 hour unpaid	None	7.25	ALL	Yes	1.5 hrs. unpaid	All institute days work full day
Secretary Full- time	205	0	205	7.33	40 minute unpaid	None	8	Yes	Yes	No	Summer: paid for 6.33 Hours
Secretary Part- time	179	0	179	4 or 5	None	None	4 or 5	Yes	No	No	Summer: up to 20 days with Supt. approval
LPN	180	0	180	6.75	1/2 hour unpaid	None	7.25	Yes	Yes	No	
Custodian Full- time	247	13	260	8	1/2 hour unpaid	15 min.	8.5	Yes	Yes	No	
Custodian Part- time	247	0	247	4	None	None	4	Yes	Yes	No	

Chart assumes one P/T day.

WORTH SCHOOL DISTRICT 127
WEST - APPENDIX A

STEP	Regular Rate Part Time Custodian	Vacation Rate Part Time Custodian	Full Time Custodian	Part Time Secretary	Full Time Secretary	Para- Professional	ELL Tutor	LPN
2022 - 2023								
0 to 5 Years	17.60	19.06	22.07	24.30	24.30	23.02	23.02	32.41
at end of 5 Years	17.60	19.06	22.96	28.10	28.10	25.74	25.74	34.44
at end of 10 Years	17.60	19.06	23.65	30.91	30.91	29.56	29.56	36.25
at end of 15 Years	17.60	19.06	23.65	31.47	31.67	30.28	30.28	36.97
at end of 20 Years				31.79	31.98			37.34
at end of 25 Years				32.10	32.31			37.71
Custodian - Prior to 1996			25.21					
Custodian - Prior to 1994			27.91					
Custodian - Prior to 1985			33.30					
Vacation - Hired Before 1995					0.65			
Interpreter Stipend							0.83	

STEP	Regular Rate Part Time Custodian	Vacation Rate Part Time Custodian	Full Time Custodian	Part Time Secretary	Full Time Secretary	Para- Professional	ELL Tutor	LPN
2023 - 2024								
0 to 5 Years	18.30	19.82	22.95	25.27	25.27	23.94	23.94	33.71
at end of 5 Years	18.30	19.82	23.88	29.22	29.22	26.77	26.77	35.82
at end of 10 Years	18.30	19.82	24.60	32.15	32.15	30.74	30.74	37.70
at end of 15 Years	18.30	19.82	24.60	32.73	32.94	31.49	31.49	38.45
at end of 20 Years				33.06	33.26			38.83
at end of 25 Years				33.38	33.60			39.22
Custodian - Prior to 1996			26.22					
Custodian - Prior to 1994			29.03					
Custodian - Prior to 1985			34.63					
Vacation - Hired Before 1995					0.68			
Interpreter Stipend							0.86	

STEP	Regular Rate Part Time Custodian	Vacation Rate Part Time Custodian	Full Time Custodian	Part Time Secretary	Full Time Secretary	Para- Professional	ELL Tutor	LPN
2024 - 2025								
0 to 5 Years	19.03	20.61	23.87	26.28	26.28	24.90	24.90	35.06
at end of 5 Years	19.03	20.61	24.84	30.39	30.39	27.84	27.84	37.25
at end of 10 Years	19.03	20.61	25.58	33.44	33.44	31.97	31.97	39.21
at end of 15 Years	19.03	20.61	25.58	34.04	34.26	32.75	32.75	39.99
at end of 20 Years				34.38	34.59			40.38
at end of 25 Years				34.72	34.94			40.79
Custodian - Prior to 1996			27.27					
Custodian - Prior to 1994			30.19					
Custodian - Prior to 1985			36.02					
Vacation - Hired Before 1995					0.71			
Interpreter Stipend							0.89	