

## **NEGOTIATED AGREEMENT**

## 2022-23 to 2026-27

between

## The Board of Education Glenbrook High School District 225

and

The Glenbrook Education Support Paraprofessional Association (GESPA)

for the period July 1, 2022, through June 30, 2027

The Glenbrook High Schools are learning communities dedicated to students and committed to quality of thought, word, and deed.

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## NEGOTIATED AGREEMENT July 1, 2022 through June 30, 2027

## **PREAMBLE**

This Agreement is entered into on the dates hereinafter set forth by each party's signature between the Glenbrook Board of Education, District #225 ("Board") and the Glenbrook Educational Support Paraprofessional Association (IEA-NEA), hereinafter called the "Association", becomes effective July 1, 2022.

WHEREAS, the Board and the Association both agree that providing a quality education and a positive learning environment for all the youth of Glenbrook Schools is a mutual aim,

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, the parties mutually agree to respect and comply with the following:

## **ARTICLE I – RECOGNITION**

## A. Recognition/Exclusions

The Board recognizes the Association as the exclusive representative of all the employees in the unit set forth below, pursuant to Certification of Representative, issued by the Illinois Educational Labor Relations Board, dated February 19, 2020.

Included: All regularly employed paraprofessional employees, as well as the school

receptionist position.

Excluded: All supervisory, managerial, and confidential employees as defined in the

Illinois Educational Labor Relations Act.

## **B. GESPA Employee**

Unless otherwise expressly provided or clearly indicated by the context, the phrase "GESPA employee" when used in this Agreement shall mean all employees in the bargaining unit as described in Article I, Section A.

## ARTICLE II – ASSOCIATION RIGHTS AND RESPONSIBILITIES

## A. Board of Education Provisions

The Board agrees to furnish the President of GESPA with the following:

- 1. A copy of the tentative school district annual budget at least 30 days prior to adoption; and
- 2. Other data relating to the financial resources of the district which will assist the Association in developing intelligent, accurate, and constructive recommendations. This information will be provided upon request so long as it does not create additional work for the administrative staff.

## **B.** Dues Deduction

The Board agrees to deduct Association dues, once per pay period for eighteen (18) pay periods beginning on October 15, from the pay of those employees who individually request in writing that such deductions be made. After the dues deductions are made, they shall be remitted to the financial institution or other agency designated by the Association.

An itemized statement will also be furnished to the Association.

Authorization for each deduction shall be in effect for the duration of the Agreement unless written notice of revocation is given by the employee to the Board. Revocation shall become effective within thirty (30) days after such notice is given.

The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.

## C. Association Activities during Working Hours

Whenever a representative of the Association or a GESPA employee is scheduled by the Board, or by the superintendent, to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the GESPA employee shall suffer no loss in pay nor shall such participation be charged to the GESPA employee's leave time.

## **D.** Association Use of School Equipment

The Association shall have the right to make use of school equipment, such as typewriters, duplicating equipment, calculators, computers, telecommunications supplies and equipment and audio-visual equipment outside the GESPA employee's work day and when such equipment is not otherwise in use. The Association agrees to pay for the actual cost of supplies and the actual cost of the use of the equipment.

## **E. Notice of Association Meetings**

The Association will establish the date and time for all Association meetings and submit these dates and times to the Superintendent or designee not less than two (2) weeks prior to a proposed meeting date.

Notice of all Association meetings and other activities of the Association shall be included on the weekly calendar of each school. Responsibility for seeing that information regarding Association meetings and activities is received in ample time for publication rests with the Association.

## F. Association Use of School Buildings

The Association and its representatives may be permitted to use school buildings for meetings outside of the regularly scheduled GESPA employee's work day and when such building space is not otherwise in use. The Association shall reimburse the Board for any extra labor costs required for such meetings.

## G. Printing and Distribution of Negotiated Agreement

Within a reasonable time after the Agreement is signed, copies of this Agreement and all amendments, MOU's, and/or schedules shall be printed at the expense of the Board and presented to the Association for distribution to each GESPA employee. Newly hired GESPA employees shall receive a copy of the Agreement at the time of employment as part of their new employee information packet.

## H. No Strike Provision

The Association hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete service to the school district.

## I. Professional Conduct

The Association recognizes that abuses of sick leave, leaves of absence, tardiness, deficiencies in professional performance, or other violations of discipline by a GESPA employee reflect adversely upon the GESPA employee's performance. The Association shall use its best efforts to encourage proper professional conduct on the part of its members.

## J. Joint Labor-Management Committee

The Association and the Board agree to create a Joint Labor-Management Committee made up of the Superintendent or designee, one (1) administrator from each building, and two (2) Association representatives from each building appointed by the Association President. Additionally the Committee may agree to include additional individuals to participate as a resource to assist the Committee as needed. This Committee will meet as often as mutually agreed, but no less than twice each school year. The purpose of this Committee will be to discuss problems of mutual concerns and the implementation of this Agreement.

Committee meetings shall be co-chaired by a representative of the Administration and a representative of the Association. All meetings will be the subject of mutual agreement as to meeting date(s) and time(s). Co-chairs will mutually prepare and publish to committee members an agenda for each meeting.

#### K. Association Leave

The Association shall be granted up to four (4) paid days per school year of this Agreement for purposes of attending the annual state Association convention or further training in collective bargaining. No more than two (2) GESPA employees may utilize Association leave on any workday. The Association shall be responsible for all costs relative to attendance at such meetings. If the Administration obtains a substitute for a GESPA employee who uses Association leave, the Association will reimburse the Board for the cost of the substitute.

## ARTICLE III – BOARD RIGHTS

## A. Scope of Agreement

Except as otherwise specifically provided in this Agreement or otherwise specifically agreed to in writing between the parties to this Agreement, the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of all licensed and non-licensed staff are vested exclusively with the Board.

## **B.** Terms and Conditions

All terms and conditions of employment not covered nor abridged by the Agreement shall not be the subject of negotiations during the life of this Agreement unless such negotiations are mutually agreed to in writing by the Board and the Association.

## **ARTICLE IV – EMPLOYEE RIGHTS**

## A. Board Regulations

GESPA employees are expected to comply with the rules and regulations adopted by the Board or its representatives.

## **B.** Personnel Files

- 1. The official personnel file of each GESPA employee will be maintained by the Human Resources department. The personnel file may include:
  - a. Evaluations;
  - b. Commendations;
  - c. Disciplinary records; and
  - d. Other materials deemed appropriate by the Superintendent or designee

- 2. Each GESPA employee shall have the right upon advanced request to review the content of their their personnel file maintained at the district administrative office. A local representative of the Association may accompany the GESPA employee in the review.
- 3. Privileged information such as confidential credentials and related personal references sought at the time of employment are specifically exempt from such review as well as any other records to which access is not required by law.
- 4. No evaluative materials (including disciplinary, commendation, complaint or other such information which may be considered for discipline, promotion, demotion, or dismissal) shall be placed in an employee's personnel file unless the employee has had an opportunity to read such material. The GESPA employee shall acknowledge that they have read any materials evaluative in nature by affixing their their signature on the copy to be filed.
- 5. The GESPA employee will be permitted to file a response to any item placed in the file. The response shall be prepared in triplicate, one for the supervisor, one for the principal, and one forwarded to the Superintendent or designee to be placed in the GESPA employee's personnel file
- 6. In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the GESPA employee's file as so ordered.

### C. Internal Substitution

A GESPA employee planning to be absent will not be permitted to or be held responsible for obtaining a substitute. The supervisor shall make a reasonable effort to obtain a substitute for any absence. When a GESPA employee is absent and a substitute is not available, other GESPA employees in the department shall comply with the request to substitute in the best interest of the students and the school.

## **D. Subcontracting**

The Board will notify the GESPA president, in writing, by February 1 of its intent to subcontract bargaining unit work for the following school term. If GESPA wishes to enter into negotiations regarding the Board's decision to subcontract, GESPA will provide written notice to the Superintendent or designee by no later than February 15.

## ARTICLE V – WORKING CONDITIONS

## A. Safe Working Conditions

The Board shall endeavor to provide a work environment that considers employee health and safety. One way that the Board shall be deemed to have met the aforementioned goal is through compliance with applicable standards required by law. GESPA employees shall promptly report unsafe or hazardous conditions to the immediate on-site supervisor, or, in the absence of an appropriate school authority, to appropriate non-school authorities (e.g., fire department, police department).

## **B.** Equipment/Materials

A GESPA employee will not be requested to provide equipment or materials necessary to perform their their responsibilities.

## C. Clothing

The Board will make available appropriate indoor and outdoor clothing for GESPA employees.

Annually by July 1, a committee of administrators and employees (chosen by the GESPA President) will be convened to evaluate clothing options and make recommendations before the first Glenbrook Day. Pants

and footwear to be worn will be at the discretion of the GESPA employee and are expected to be professionally appropriate for the circumstances. While employees are expected to wear the chosen clothing on all work days, the building administration may approve days when such dress requirement may be waived (e.g., "Spirit Days").

## **D. Custodial Duties**

GESPA employees are not required to perform custodial duties while supervising the cafeteria.

## E. Student Resources Time ("SRT")/Study Hall

GESPA employees, who are qualified, may be assigned to an SRT/Study Hall Beginning with the 2008-09 school year GESPA employees will not be assigned to SRT/study hall supervision for more than ninety (90) minutes per day.

### F. Office Duties

GESPA employees may be required to assist with clerical duties in the dean's office, up to ninety (90) minutes per day.

In the event that a GESSA Employee is unable to perform their duties (e.g., personal or vacation day), a GESPA Employee may assist with work normally performed by a GESSA employee in excess of ninety (90) minutes per day.

## F. Communication of Information

Communication that is specific to GESPA work duties will be communicated via information board, hard copy and/or radio. Communication that is applicable to all employee groups will be communicated to GESPA employees through hard copy and/or electronically.

## **G.** Impact of Technology

In the event that the District determines that all of its employees shall use a specific technology in the performance of their work duties, the Board and GESPA agree to bargain the impact of that decision.

## ARTICLE VI – EMPLOYEE DISCIPLINE

### A. Right to Representation

A GESPA employee shall be entitled to have a representative of the Association present, upon request, during any investigatory meeting which could lead to disciplinary action, including any meeting with the Superintendent or designee regarding suspension without pay or recommendation for dismissal.

## **B.** Warnings

- 1. A GESPA employee may receive either a verbal or written warning for a work infraction that could result in a recommendation for dismissal.
- 2. A copy of the warning shall be submitted to the Superintendent or designee after the GESPA employee has had the opportunity to review and sign the document. The employee's signature indicates that they have received the document, not that they are in agreement with the substance of the document.
- 3. A GESPA employee may request a meeting with an appropriate administrator to discuss a verbal or written warning. Such a meeting shall be scheduled to occur within ten (10) days of the GESPA employee's request for a meeting.

### C. Suspension without Pay/Dismissal

If an infraction is so serious that a recommendation for suspension without pay or dismissal is indicated, the Administration reserves the right to suspend the GESPA employee without pay or recommend the

GESPA employee's dismissal to the Board of Education. Prior to a suspension without pay or a recommendation to the Board of Education for dismissal, the GESPA employee will be afforded the opportunity to meet with the Superintendent or designee regarding the suspension or recommendation for dismissal.

## **D. Just Cause**

A GESPA employee who has completed their their probationary period shall not be suspended without pay or dismissed without just cause.

## ARTICLE VII - VACANCIES AND TRANSFERS

## A. Vacancies and Transfers

- 1. When a permanent vacancy occurs within the bargaining unit or a new position within the bargaining unit is created, such vacancy shall be posted with a copy sent to the Association president. Such vacancy shall be posted for a minimum of ten (10) calendar days.
- 2. A GESPA employee who wishes to transfer to a vacant position shall apply, in writing or on the district's website, to the Human Resources office. A GESPA employee who applies for a vacancy in the bargaining unit will be given the same consideration as any other applicant.
- 3. The District will notify a GESPA employee who applies for a transfer or vacancy of the decision with respect to the filling of the vacancy or transfer.

## **B. Involuntary Transfers**

Should an involuntary transfer of a GESPA employee be necessary, the involved GESPA employee shall be notified as soon as practicable and shall have an opportunity to meet with the appropriate administrator and discuss the reason for the transfer. The GESPA employee may request and have an Association representative at this meeting if the GESPA employee so chooses.

## **ARTICLE VIII – LEAVES**

### A. Personal Leave

- Non-probationary, full-time GESPA employees are eligible for two days of personal leave each
  fiscal year. Probationary, full-time GESPA employees who successfully complete their
  probationary period by January 1 shall be entitled to one personal day at the completion of their
  probationary period. The GESPA employee shall receive their their daily compensation for
  emergency leave.
- 2. Personal leave shall be used for urgent personal or family matters that require the GESPA employee's presence during the school day and are of such nature that they are impossible to transact at a later time, such as on weekends, after school hours, or during times when school is not in session.
- 3. Personal leave may not be taken on the day before or following any legal or granted school holiday, nor may it be taken in conjunction with a GESPA employee's leave without pay. The Superintendent or designee s may make exceptions to this stipulation in unusual circumstances.
- 4. All requests for personal leave shall conform to the procedures established by the district. Personal time may be taken in increments of no less than one quarter (1/4) of the employee's regular workday. The application shall be made at least 48 hours before taking said leave. In the event of an emergency, the GESPA employee shall provide notice as soon as possible to the GESPA employee's immediate supervisor.

5. Personal leave may be accumulated from year to year up to a maximum of four (4) days. Accumulated personal leave days in excess of four (4) days shall be added to the GESPA employee's accumulated sick leave.

### **B. Sick Leave**

- 1. At the beginning of each work year, each GESPA employee shall be credited eleven (11) days, two (2) days of which will be put into the district's Educational Support Personnel Sick Leave Bank each year until they have contributed a maximum of twenty (20) days. Any GESPA employee hired after the beginning of the work year shall be credited sick days on a prorated basis.
- 2. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family is defined as a GESPA employee's spouse, or the parent, legal guardian, brother, sister, son, daughter, grandparent, or grandchild of either the GESPA employee or spouse, or any other person who is at the time of such Illness a member of the same household as the GESPA employee.
- 3. Serious Illness shall be interpreted according to the normal use of the term by the medical profession. In the event a GESPA employee is absent for illness or injury, and irrespective of whether such absence is charged to any accumulated sick leave, the Superintendent or designee may require the GESPA employee to provide the Superintendent or designee with a physician's certificate; or if the Superintendent or designee s believes there may have been an abuse of the sick leave policy, the Superintendent or designee may require an examination by a physician selected by the district. An examination by a physician selected by the district shall be at the Board's expense.
- 4. The Superintendent or designee may approve the use of sick leave for attendance at a funeral of an individual who was not a member of the GESPA employee's immediate family.
- 5. Any GESPA employee who is absent from school for reasons ordinarily associated with the sick leave, who has not accumulated sick leave, and who is no longer qualified to borrow from the sick leave bank, shall lose per diem pay for each day of absence. Per Diem pay for a GESPA employee shall be interpreted as an amount equal to the GESPA employee's salary divided by the required number of days in the GESPA employee's work calendar.
- 6. Sick leave may be taken in no less than quarter-day increments. A GESPA employee, when ill, must call their their immediate supervisor at least one-hour prior to their their starting time each day until such time as they are capable of returning to work. Failure of a GESPA employee to notify their their supervisor each day of their their illness may result in a pay deduction.

## C. Sick Leave Bank

- 1. The Board shall establish a paid sick leave bank. A GESPA employee must have exhausted all other leave in order to use days from the sick bank. GESPA employees who receive compensation under Workers' Compensation may not use the sick leave bank.
- 2. The sick bank shall be administered by the Human Resources office.

## D. Leave without Pay

- 1. GESPA employees may not be granted leave without pay until they have used all of their accrued sick leave and emergency days.
- 2. The Superintendent or designee is authorized to grant leaves without pay to GESPA employees when extenuating circumstances dictate that it is in the best interest of the GESPA employee and the district. The request for a leave without pay must receive the endorsement of the GESPA employee's immediate supervisor. The Superintendent or designee, in their their sole discretion,

will make the final determination as to what constitutes extenuating circumstances.

3. Leave without pay will be limited to three (3) days during a GESPA employee's school year calendar. GESPA employees who exceed three (3) days of leave without pay must provide documentation regarding that absence to the Board without which may result in the GESPA employee's discipline or dismissal.

## **ARTICLE IX – SENIORITY**

## A. Definition

Seniority shall be defined as a GESPA employee's length of service within the GESPA bargaining unit. Accumulation of seniority shall begin from the GESPA employee's first working day within the bargaining unit.

## **B. Seniority in Multiple District Positions**

A GESPA employee who accepts a district position outside of the bargaining unit shall retain their their seniority within the bargaining unit. A GESPA employee shall only accrue additional seniority within the bargaining unit when they return to a bargaining unit position.

## **C. Same Start Dates**

In the event that more than one GESPA employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.

## **D. Probationary GESPA Employees**

A probationary GESPA employee shall have no seniority until the completion of the probationary period at which time their their seniority shall revert to their their first day of work.

## E. Posting of Seniority

- The Board of Education shall prepare, maintain, and post the seniority list. An updated seniority list shall be prepared and posted conspicuously in all buildings of the Board annually by February
- 2. A copy of the seniority list and subsequent revisions shall be furnished to the Association liaison. Any GESPA employee disagreeing with their their seniority placement shall respond, in writing, to the Superintendent or designee within thirty (30) workdays after the effective date of the posting.

### F. Loss of Seniority

Loss of seniority shall be determined by the following: resignation, dismissal for cause, or retirement.

## **ARTICLE X – REDUCTION IN FORCE**

### A. Definition

A reduction in force ("RIF") is defined as a decision of the Board of Education to decrease the number of non probationary GESPA employees or to discontinue some particular type of educational support service provided by non-probationary GESPA employees. Probationary GESPA employees will be dismissed prior to the RIF of GESPA non probationary employees.

## **B. RIF Procedure**

In the event of the elimination of a position due to a RIF the least senior non probationary GESPA employee within the affected level may be honorably dismissed.

## C. Notice

If a GESPA employee is dismissed as the result of a RIF, a notice of honorable dismissal shall be given to such GESPA employee as provided by law. At the same time that the GESPA employee is notified of a RIF, the Board will also notify the Association.

### D. Recall

- 1. GESPA employees that have been RIF'd shall be recalled for a period of one (1) calendar year from the beginning of the following school term, in order of GESPA seniority, with the most senior GESPA employee being recalled first. Notices of recall shall be sent by certified mail to the last known address as shown on the Board's records. A recalled employee must accept or decline the position within five (5) days of receipt of the recall notice. Recalled GESPA employees that accept the position shall report to work no later than ten (10) working days from the receipt of notice. A GESPA employee that declines recall to full-time work, fails to report, or does not reply in writing to decline recall will forfeit their their seniority rights and has no further right of recall.
- 2. A RIF's GESPA employee shall, upon application and at their their option, be granted priority status on the substitute list according to their their seniority.

## ARTICLE XI – PROFESSIONAL DEVELOPMENT AND JOB DESCRIPTION COMMITTEE

## **A. Joint Steering Committee**

A Joint Steering Committee will be convened to make recommendations to the Superintendent or designee regarding professional development opportunities for the members of the GESPA bargaining unit. The Committee will be comprised of three (3) members appointed by the Superintendent or designee and the three (3) members appointed by the GESPA president.

The Committee will meet at least semi-annually and will be co-chaired by a representative from each group. The Committee will operate under a consensus decision model and will receive training in the consensus process.

The Committee will be charged with the following responsibilities:

- 1. Assist in identification of core competencies;
- 2. Review and recommend training needs of the GESPA members;
- 3. Review and recommend the professional development content and delivery model reflecting identified training needs;
- 4. Annually assess the implementation of the training; and
- 5. Review and recommend revisions to job descriptions based on the identified core competencies when necessary.

## ARTICLE XII - PROFESSIONAL DEVELOPMENT

### A. Overview

- 1. GESPA may provide suggestions for the professional development of GESPA employees to the appropriate site administrator. An Association representative may request to meet with the appropriate site administrator for such purpose.
- 2. Professional development must be pre-approved by the appropriate supervisor and will be reimbursed in accordance with Board policy.
- 3. GESPA employees will be reimbursed by the Board for expenses incurred at conferences/workshops as per current Board policy.

- 4. GESPA employees will not be paid for attendance at professional development activities unless they are mandated by the Superintendent or designee. GESPA employees will not receive additional pay for professional development occurring during their regular work hours or for travel time.
- 5. With the approval of their their supervisor and for good cause, a GESPA employee may be excused from a mandated professional development activity that is scheduled for a non-workday, provided the activity may be rescheduled within sixty (60) calendar days of the activity that the GESPA employee cannot attend.

## ARTICLE XIII – JOB DESCRIPTIONS

### A. Maintenance

A job description shall be maintained by the Human Resources office and shall be available for inspection and copying by the Association upon request. A copy of any job description that is revised shall be given to the employee and the Association.

## **B.** Content and Distribution of Job Descriptions

Job descriptions shall be distributed to all current GESPA employees when they become available and to all new GESPA employees when hired by the District. The descriptions will include:

- 1. Job title and description
- 2. Minimum competencies
- 3. A statement of required tasks and responsibilities

## C. Job Descriptions for New Positions/Job Description Modification

In the event that a new position is required as a vacancy or an existing vacated position is modified, a job description shall be developed and filed in the Human Resources office. The Association will be notified of the new job description before implementation.

## ARTICLE XIV – WORKDAY/WORK WEEK/WORK YEAR

## A. Calendar

Human Resources annually publishes work calendars listing the days for which GESPA employees are paid and/or granted time off (e.g., granted and legal holidays, non-work days, etc.)

## B. Work Day/Work Year

The standard work day for all GESPA employees shall be 8.5 hours per day inclusive of lunch and breaks. The standard work year for all GESPA employees shall be 182.5 workdays.

GESPA employees shall receive 6 paid holidays.

In the event that the District seeks and obtains a waiver of a legal holiday from the Illinois State Board of Education, GESPA employees will receive an alternative paid non-work day.

## **C. Changes to Work Hours**

Building administrators will set the GESPA employee's starting and ending times based upon the previous year's schedule, not to exceed a change in the member's starting and ending times of more than one (1) hour.

- 1. If there is such a change, the member will be notified in writing two (2) weeks prior to the change.
- 2. If the member's schedule needs to change more than one (1) hour they he/she shall be given written notice three (3) weeks prior to the change.

If the building schedule is changed and affects the GESPA employee's schedule they shall be notified at the same time all staff is notified with a minimum of three (3) weeks' notice.

## D. Lunches/Breaks

Each GESPA employee is entitled to an unpaid one-half hour duty-free lunch break.

A GESPA employee working more than four (4) hours but less than eight (8) hours per day is entitled to a 15-minute break in addition to their their lunch period. A GESPA employee working eight (8) hours per day is entitled to two (2) 15-minute breaks in addition to their their lunch period.

Breaks may not be taken at the beginning or end of the day. A GESPA employee may request to combine one (1) or both breaks with lunch if approved by and coordinated with the GESPA employee's immediate supervisor. If a forty-five (45) minute lunch break request is denied, the GESPA employee can request an alternative forty-five (45) minute lunch break during a non-student lunch period. If that request is denied the supervisor must provide a reason for that denial.

## E. Overtime

- With respect to working overtime, the District will follow the requirements of the applicable state
  and federal laws. All overtime work by a GESPA employee must be approved by the direct
  supervisor. It shall be the responsibility of the GESPA employee's supervisor to seek any
  additional authority necessary from building or district leadership prior to the approval of
  overtime.
- 2. When overtime is granted, a GESPA employee will be paid at time and one-half (1.5) their normal rate of pay for hours worked over forty (40) hours in a given work week (Sunday through Saturday).
- 3. Where an employee does not work and receives paid sick leave, vacation, jury duty, or personal leave, or other paid leave, except for approved professional development, this time shall not count in the forty (40) hours calculation. Paid legal and/or granted holidays will count in the forty (40) hours calculation.

## **ARTICLE XV – EMPLOYEE EVALUATION**

## A. Process

Upon initial employment, GESPA employees shall be advised of the District's evaluation procedures by the employee's direct supervisor. No formal evaluation shall take place until this has been done.

Each GESPA employee shall have a conference with their their immediate supervisor at least every other year and will be provided a written evaluation of their their job performance. Every reasonable effort will be made to complete the formal evaluation by April 1, for ten (10) month GESPA employees any year in which the GESPA employee is formally evaluated.

Each GESPA employee shall have the opportunity to respond in writing to the evaluation. Each evaluation will become a part of the GESPA employee's personnel file.

## ARTICLE XVI – PROBATIONARY PERIOD

## A. Overview

1. A new GESPA employee shall be considered a probationary employee. For a GESPA employee whose first day of work is the first day of the work year for GESPA employees, the probationary period shall end on the last day of the school term. For a GESPA employee whose first day of work is other than the first day of the work year for GESPA employees, the probationary period

- shall begin on their their first day of work and shall end one hundred eighty (180) workdays following their their first workday.
- 2. If the GESPA employee does not successfully complete the probationary period, they shall be provided with a written notice of their their dismissal before the expiration of the probationary period. At the discretion of the Administration, a probationary employee may complete the school term beyond the end of their their probationary period notwithstanding the provision of a written notice of dismissal to the GESPA employee.

## **ARTICLE XVII – EMERGENCY DAYS**

## A. Emergency Days

In the event that the Superintendent declares an emergency day, a GESPA employee on a 188.5 day calendar will not report to work, but will make up the day per the employee calendar. Should the Superintendent determine that an emergency day will not be made up at a later time, the GESPA employee will still be compensated for the day.

If the administration requires an employee on a 188.5 or 203 day calendar to work on an emergency day, and the day is scheduled to be made-up at a later time in the school year, the GESPA employee will be compensated for the additional hours worked on site.

## **B.** Early Dismissal/Late Arrival

In the event of an early dismissal/late arrival due to weather conditions or emergency, which still allows for a recognized full attendance day for students, GESPA employees shall be paid their full day rate of pay.

## ARTICLE XVIII - GRIEVANCE PROCEDURE

## A. General Policy

- 1. The Board recognizes that in the interests of effective personnel management, a procedure is necessary whereby GESPA employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all GESPA employees, and no action of any kind shall be taken against any GESPA employee for initiating or participating in a grievance procedure.
- 2. The parties shall make a sincere and determined effort to settle meritorious grievances in the steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.
- 3. It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this agreement.
- 4. A grievance is defined to be a complaint by any GESPA employee or a group of GESPA employees within the bargaining unit, based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of one or more provisions of this agreement.
- 5. Nothing contained herein shall be construed as limiting the right of any GESPA employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement. If requested by the GESPA employee, the Association representative may accompany the GESPA employee to assist in the resolution of the grievance.
- 6. Re-employment of probationary GESPA employees is not a proper subject for grievances under the grievance procedure, but violation of the procedures in the evaluation article of this

agreement are subject to the grievance procedures.

- 7. A grievance may be withdrawn at any level without establishing precedent.
- 8. Investigation or processing of any grievance shall normally be carried out on the GESPA employee's own time, after school hours. However, when necessary, the investigation or processing of a grievance may be carried out at a time agreed upon by the Administrations and the Association.
- 9. The parties hereto acknowledge that it is usually most desirable for a GESPA employee and the GESPA employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the GESPA employee, the Association representative may accompany the GESPA employee to assist in the resolution of the grievance.
- 10. If the grievant and the Superintendent or designee agree, Step #1 and/or Step #2 of the grievance procedures may be bypassed and the grievance brought directly to the next step.
- 11. The Board acknowledges the right of a representative of the Association to participate in the processing of a grievance at any level, and no GESPA employee shall be required to discuss any grievance if the Association's representative is not present.
- 12. The Board and the administration shall cooperate with the Association in its investigation of any grievance, and further, they shall furnish the Association with such information requested for the processing of any grievance.

## **B.** Procedure for Grievance

It is agreed that any grievance must be presented under the process of this Article promptly and within the prescribed time limitations. Working days for the purposes of the grievance procedure shall mean the GESPA employee's employment days. Any grievance not presented by the individual, or the Association in the event of an appeal to arbitration, within the time limitations shall be considered settled on the basis of the decision which was not appealed or shall be deemed settled on the basis of the decision in the last step to which the grievance was carried and shall not be further appealed or filed as a new grievance. Time limits in the appeal steps may be extended by mutual agreement in writing.

#### 1. Step 1

A GESPA employee with a grievance shall first discuss the alleged complaint with the GESPA employee's immediate supervisor with the objective of resolving the matter informally. Every effort shall be made by both parties to maintain the informality of these discussions. Tape recorders shall not be permitted during these discussions.

## 2. **Step 2**

If the grievance cannot be resolved informally, the GESPA employee may file the grievance with the associate principal or appropriate building administrator. The grievance must be filed in writing within fifteen (15) working days from the alleged occurrence of the event giving rise to the grievance or when the grievant knew of the event. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract which have been violated, misinterpreted, or misapplied, and shall state the remedy requested. Within seven (7) working days after such a written grievance is filed, the associate principal or appropriate building administrator shall meet with the grievant and both parties shall make a reasonable attempt to settle the grievance. Within seven (7) working days after the second step grievance meeting, the associate principal or appropriate building administrator shall make a decision on the grievance and shall communicate it in writing to the GESPA employee and the Superintendent or designee.

## 3. Step 3

If the grievance has not been satisfactorily resolved at the second step, the GESPA employee may file the grievance with the Superintendent or designee . The grievance must be filed with the Superintendent or designee within five (5) working days from the receipt of the decision rendered in Step #2. Within ten (10) working days after such written grievance is filed, the Superintendent or designee shall meet with the grievant and both parties shall make a reasonable attempt to settle the grievance. Within ten (10) working days after the third step grievance meeting, the Superintendent or designee shall make a decision on the grievance and shall communicate it in writing to the GESPA employee, the associate principal or appropriate building administrator, and the Board.

## 4. Step 4

If the grievance has not been satisfactorily resolved at the third step, the Association may submit, on behalf of the Association and the grieving GESPA employee, the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. The Association must submit in writing to the Superintendent or designee within ten (10) working days from the receipt of the decision by the GESPA employee rendered in Step #3, a notice of intent to enter into arbitration. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and the American Arbitration Association will be borne equally by the Board and the Association. The arbitrator, in the arbitrator's decision, shall not suggest amending, modifying, nullifying, ignoring, or adding to the provisions of this agreement. The arbitrator's authority will be strictly limited to the issue or issues presented to the arbitrator in writing by the Board and the Association, and the arbitrator's decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of the agreement.

## ARTICLE XIX – COMPENSATION AND BENEFITS

## A. General Policy

## 1. New Hires

Newly hired GESPA employees will be placed on the appropriate salary schedule, as provided in Exhibit A, based upon their skills and experience. The Superintendent or designee determines the initial placement on the salary schedule.

Newly hired GESPA employees are eligible for an annual salary increase on July 1 provided they were hired and began work on or before the first workday in January of the same year.

- a. The Superintendent or designee will inform the GESPA President or designee of the recommended salary placement decision. At that time, an explanation will be provided as to the administrative assessment of the employee skills and experience which influenced the decision on the initial salary placement.
- b. If under exceptional circumstances (e.g. critical need created by market conditions, lack of applicants, etc.) a newly hired GESPA employee is anticipated to be paid a salary beyond the District experience of a current employee, the Superintendent or designee will meet with the GESPA President to explain the rationale for the hiring/salary decision. This meeting will occur before the offer of employment is made to the applicant.

## **B. Salary**

#### Salary

For each year of this Agreement, GESPA bargaining unit members will receive the following annual salary increases:

- a. 2022-23 4.5%
- b. 2023-24 4.5%
- c. For years 2024-25, 2025-26, and 2026-27, each employee's annual increase will be CPI, no less than 3.75% and no more than 5% over the prior year's salary. The CPI calculation to be used is defined as the "All Urban Consumers CPI" as used in the Property Tax Extension Limitation Law for the District's annual tax levy.
- 2. The salary increase for the placement of newly hired employees will be increased annually by the negotiated increase described in one (1) above, minus 2%.

## 3. Salary Payments

GESPA employees will be paid via direct deposit. All GESPA employees shall be paid over twenty (20) bi-monthly installments beginning September 15th. Payments shall be on the 15th and last day of the month, or on the last school day prior to the 15th or last day of the month, if it should fall on a weekend or a holiday.

## 4. Payroll Procedures

GESPA employees must submit to the district office, a timesheet signed by their immediate supervisor. The Safety and Security Manager or their their designee must approve, in advance, any overtime hours. Timesheets are due in the district office by the published cut-off date.

## C. Employee Benefits

GESPA employees who regularly work at least thirty (30) hours per week, ten (10) months per year shall be considered full-time employees and are eligible for benefits. GESPA employees not on district paid leave or FMLA (Family Medical Leave Act) shall not be eligible for board paid benefits.

- 1. Life Insurance Coverage
  - a. The Board shall provide a full-time GESPA employee with a \$50,000 group term life insurance policy for full-time GESPA employees age 69 or under, \$32,500 for full-time GESPA employees age 70-74, or \$25,000 for full-time GESPA employees age 75 and over. Effective September 1, 2009 Full-time GESPA employees may purchase either an additional \$50,000 or \$100,000 in life insurance coverage, provided they qualify.
- 2. Individual Disability Insurance Coverage
  - a. The Board shall provide each full-time GESPA employee with individual disability insurance coverage under the District's Group Long Term Disability Plan at no cost to the employee. The premium paid by the Board shall cover the period beginning September 1, 2022 and ending August 31, 2027. Overall coverage under the disability insurance program shall be maintained at not less than the coverage in effect as of September 1, 2018, or as mutually agreed to by the Board and the Association.
- 3. Medical Insurance Coverage
  - a. Individual Medical Insurance Coverage
    - i. The Board shall provide individual medical insurance coverage under the District's Medical Benefits Plans to full-time employees. For the District's Health Plan(s) the Board shall pay an amount equal to 95% of the premium. Overall coverage under the health insurance program shall be maintained at not less than the coverage in effect as of September 1, 2022, or as mutually agreed to by the

Board and the Association.

ii. In all cases the GESPA employee shall be responsible for the payment of the remaining cost of the premium.

## b. Family Medical Insurance Coverage

- i. The Board shall provide family medical insurance coverage under the District's Medical Benefits Plans to full-time employees. For the District's Health Plan(s), the Board shall pay an amount equal to 88% of the premium.
- ii. In all cases the GESPA employee shall be responsible for the payment of the remaining cost of the premium.

## c. Dental Insurance Coverage.

i. The Board shall provide GESPA employees with the opportunity to purchase either individual or family dental insurance. The Board shall contribute 90% of the individual dental PPO insurance premiums for each GESPA employee who does not select family medical insurance.

## d. Insurance Cost-Sharing

- i. Effective for implementation on January 1, 2021, the Board and the GESPA agree to implement a process for health insurance plan cost containment/reduction. In the event the Board experiences an annual increase in premium equivalent rates (as recommended by the District plan consultant) in excess of five percent (5%) over the prior year's premium equivalent rates, the District Cost Containment Committee will be charged with recommending changes to plan design which will result in a reduction in the amount of the increase over the 5% threshold. Any such recommended changes will take effect on January 1 following the announced final premium equivalent rates. Premium equivalent increases at or under 5% will be shared by the Board and the employees.
- ii. In the event that premium equivalent rates are reduced over the prior year's rates, the Cost Containment Committee will be charged with recommending ways to share the reduction in premiums with employees insured under the affected insurance plan. Such recommendations might include benefit enhancements, wellness benefits, declaring a partial "premium holiday", building District insurance reserves, etc.
- iii. In the event the Cost Containment Committee is unwilling or unable to eliminate the increases in premium equivalent rates over 5%, the Board of Education may determine the plan design changes or premium increases necessary to eliminate the increases over 5%.
- iv. As an example of the implementation of this provision, assume the prior year's premium equivalent rate totaled \$1,000. The new premium equivalent rate announced in July is \$1,100 (an increase of 10%). Under this scenario, the first 5% (i.e. \$50) would be shared by the Board and the employee pursuant to Article XIX, paragraph C (i.e. 95% Bd./5% employee or 88% Bd./12% employee). The remaining \$50 would be the targeted amount Cost Containment must eliminate or the Board would make the necessary decision (s) before open enrollment and a January 1 implementation.

- v. It is anticipated that this process would occur as follows:
  - 1. The new premium equivalent rates will be announced annually in November;
  - 2. Cost Containment will formulate its recommendations no later than the end of October:
  - 3. Open enrollment would occur in November, with the resulting rates known to employees prior to electing coverage; and
  - 4. The resulting premium equivalent rates would be implemented in January.

### e. Tuition Reimbursement

- i. A full-time, non-probationary GESPA employee may be reimbursed for courses successfully completed, subject to the following provisions.
- ii. A GESPA employee who was hired before July 1, 2000, may be reimbursed for tuition up to \$450.00 per year of this Agreement.
- iii. A GESPA employee who was hired beginning July 1, 2000, may be reimbursed for tuition at the rate of up to \$120.00 per semester hour, up to a maximum of twelve (12) semester hours per year. For such GESPA employee, tuition reimbursement is limited to four (4) semester hours per non summer term and no more than twelve (12) semester hours per year.
- iv. In order to receive reimbursement, the GESPA employee shall obtain, in advance of starting courses, the endorsement of their their supervisor and the approval of the Superintendent or designee, as follows:
  - Application forms for tuition reimbursement shall be completed by the GESPA employee and provided to their their supervisor for endorsement. The supervisor may endorse or reject the application. If the application is rejected, the supervisor will provide the employee with an explanation. This provision shall not be subject to the grievance procedure.
  - 2. If the supervisor endorses the application, the application shall be forwarded to the Superintendent or designee for consideration. The Superintendent or designee may approve or reject the application. If the application is rejected, the Superintendent or designee will provide the employee with an explanation. This provision shall not be subject to the grievance procedure.
  - 3. A copy of the application form specifying the action taken by the Superintendent or designee will be returned to the supervisor and the GESPA employee. The original application form will be placed in the GESPA employee's personnel file.
  - 4. In order to receive the tuition reimbursement, the GESPA employee shall present the Human Resources office with a paid receipt showing the amount of the tuition paid by the employee and a university transcript indicating successful completion of the course. Successful completion

shall be defined as receiving a grade of "A" or "B" in the course.

- f. Voluntary Termination.
  - i. Voluntary termination benefits for GESPA employees, retiring under IMRF, are contained in Exhibit C of this agreement.

## **ARTICLE XX – NEGOTIATION PROCEDURES**

## A. General Procedures

- 1. The Board and the Association agree it is their mutual responsibility to confer upon their respective representative the necessary power and authority to make proposals and counter proposals in the course of negotiating, and to reach tentative agreements to present respectively to the Board and the Association to ratify. Each party to negotiations shall select its negotiating representatives, provided that the Board shall not select a GESPA employee, as herein defined, as its representative.
- 2. Unless both parties agree to an alternate date, the parties shall commence negotiations by meeting no later than February 1 of the last year of the Agreement. Meetings shall be held as necessary at times and places agreed to by both parties.
- 3. The parties may mutually agree to enlist the assistance of a third party to assist in the negotiation process.
- 4. During negotiations, agreed-upon materials shall be prepared for the Board and the Association and, unless otherwise agreed by the parties at the time, initialed prior to the adjournment of the meeting at which such agreement was reached.
- 5. When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

#### **B.** Impasse Procedures

- An impasse occurs after both parties have considered the proposals and counterproposals of the
  other party in good faith and when, despite such diligent efforts, no agreement can be reached on
  the subject being negotiated. During the course of negotiations, the respective committees shall
  make every good faith effort to reach agreement on all issues before invoking the following
  procedure.
- 2. If after a reasonable period of negotiation, and within ninety (90) days before the scheduled start of the upcoming school year, the parties engaged in collective bargaining have reached impasse, either party may petition the Illinois Educational Labor Relations Board ("IELRB") to initiate mediation or request a mediator through the Federal Mediation and Conciliation Service.
- 3. When an impasse is declared, or the IELRB invokes mediation, the parties shall seek to agree upon a mediator. If the parties fail to reach such agreement, within seven (7) calendar days, the parties will select a mediator from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation service is unable, for any reason, to provide a mediator within ten (10) calendar days after being so requested, the parties will select a mediator from a list to be supplied by the American Arbitration Association.
- 4. Once a mediator has been appointed or selected, the mediator will meet with the parties or their representatives, or both, forthwith, either jointly or separately, and will take such steps, as the

mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator will not, without the consent of both parties, make findings of fact or recommend terms of settlement. Any time after fifteen (15) days of mediation, either party or the mediator may initiate the public posting process. Initiation of the public posting process must be filed with the IELRB and copies must be submitted to the parties the same day. Within seven (7) days after the initiation of the public posting process, each party shall submit to the mediator, the IELRB and the other party in writing, the most recent offer of the party, including a cost summary. Seven (7) days after receipt of the parties' offers, the IELRB will make the offers public.

5. The costs of any third party mutually agreed upon shall be shared equally by the parties.

## **ARTICLE XXI – TERM OF AGREEMENT**

This official Agreement shall become effective July 1, 2022 and remain in effect until June 30, 2027. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Kim Deschamps, President Glenbrook Education Support

Paraprofessional Association

Bruce Doughty, President

Glenbrook High School District 225

## EXHIBIT A GESPA ENTRY HOURLY RATES

## Paraprofessional 2022-23 School Year

STEP	Category I	Step %	188.5 Days / 8 Hours
Α	16.71		25,198.68
В	17.04	2.00%	25,702.65
С	17.39	2.00%	26,216.71
D	17.73	2.00%	26,741.04
Ε	18.09	2.00%	27,275.86
F	18.45	2.00%	27,821.38
G	18.82	2.00%	28,377.81
Н	19.19	2.00%	28,945.36

## Paraprofessional 2023-24 School Year

STEP	Category I	Step %	188.5 Days / 8 Hours
Α	17.13		25,828.65
В	17.47	2.00%	26,345.22
С	17.82	2.00%	26,872.12
D	18.18	2.00%	27,409.57
Ε	18.54	2.00%	27,957.76
F	18.91	2.00%	28,516.91
G	19.29	2.00%	29,087.25
н	19.67	2.00%	29,669.00

## Paraprofessional 2024-25 School Year

Each employee's annual increase will be CPI, no less than 3.75% and no more than 5% over the prior year's salary. The CPI calculation to be used is defined as the "All Urban Consumers CPI" as used in the Property Tax Extension Limitation Law for the District's annual tax levy.

## Paraprofessional 2025-26 School Year

Each employee's annual increase will be CPI, no less than 3.75% and no more than 5% over the prior year's salary. The CPI calculation to be used is defined as the "All Urban Consumers CPI" as used in the Property Tax Extension Limitation Law for the District's annual tax levy.

## Paraprofessional 2026-27 School Year

Each employee's annual increase will be CPI, no less than 3.75% and no more than 5% over the prior year's salary. The CPI calculation to be used is defined as the "All Urban Consumers CPI" as used in the Property Tax Extension Limitation Law for the District's annual tax levy.

# EXHIBIT B VOLUNTARY TERMINATION BENEFITS FOR EDUCATIONAL GESPA EMPLOYEES RETIRING UNDER IMRF

## Section A

It is the desire of the Board of Education to recognize services of its full-time GESPA employees who have provided long and effective service to the youth of our community through a program of voluntary termination benefits.

## Section B — Eligibility for Retirement

GESPA employees, who satisfy the following requirement, may apply for voluntary termination benefits under this policy as as "Eligible Former Employees":

- 1. Have been full-time employees of District 225 for a minimum of ten (10) years immediately preceding their voluntary termination or for an aggregate minimum of fifteen (15) years, of which a minimum of five (5) consecutive years are immediately preceding their voluntary termination; and
  - a. A "year" is considered to be the employee's regularly scheduled work year. A newly hired employee must have worked no less than 50% of the scheduled work days from July 1 to the following June 30 in their first year of employment in order for that work year to count toward the requirement in this Section 1.
- 2. Will meet one of the following eligibility criteria:
  - a. If classified as "Tier 1" under the IMRF system, must be at least 55 years of age on the effective date of voluntary termination and eligible to retire in the IMRF system; or
  - b. If classified as "Tier 2" under the IMRF system, must be at least 62 years of age on the effective date of voluntary termination and eligible to retire in the IMRF system.
- 3. Have not retired, nor are receiving retirement benefits, under any other District 225 retirement plan; and
- 4. Have requested to retire on either June 30 or December 31 of any given year.

## <u>Section C — Health and Insurance Benefits Available to Eligible Former Employees</u>

- 1. The Board of Education shall provide the Eligible Former Employee with individual medical insurance coverage under the district retiree health plan(s), as selected by the Eligible Former Employee, for up to five (5) years after retirement or age 65, whichever occurs first. The Board shall pay an amount equal to 95% of the single premium amount; the Eligible Former Employee shall be responsible for the remaining premium. In the event that the plan selected by the Eligible Former Employee is no longer an option, the Eligible Former Employee may select coverage under one of the remaining plans.
- 2. Eligible Former Employees, who elect to waive continued participation in the district insurance plan upon voluntary termination will receive an annual employer-funded health reimbursement arrangement (HRA) contribution for a period of ten (10) years following voluntary termination or until age 65, whichever is sooner. The amount of the HRA contribution will be equal to 95% of the average retiree HMO and PPO single premium amount at the time of voluntary termination. Such payment shall be made as follows:
  - a. For a 260 or 239 employee retiring in June, they will receive a prorated contribution for the months of July through December, on or before July 31 of their first year as a retiree. Eligible Former Employees will subsequently receive their annual contribution on or before January 31, deposited into their district-established HRA account.

- b. For a 203 or 186.5 employee retiring in June, they will receive a prorated contribution for the months of September through December, on or before September 30 of their first year as a retiree. (participation in the district's health plan(s) will continue through August 31, as the premiums for these months would be prepaid during their final year). Eligible Former Employees will subsequently receive their annual contribution on or before January 31, deposited into their district-established HRA account.
- c. Those employees retiring in December, will receive their first annual contribution, and subsequent annual contributions on or before January 31, deposited into their district-established HRA account.
- d. In the year that the retiree reaches age 65, they will receive a prorated contribution for the months they are under 65 (e.g., if an Eligible Former Employee turns 65 on April 15, they will receive a prorated contribution for the months of January through April), deposited into their district-established HRA account.
- 3. Eligible Former Employees, who elect those insurance allowance benefits contained in Paragraph 1 of this Section C, shall be allowed to maintain family medical insurance coverage under one of the district health care plans accessible to retirees as selected by the Eligible Former Employee, (provided they had family coverage on the effective date of their retirement). Eligible Former Employees shall be responsible for the full premium, therefore, less the Board's contribution referred to in paragraph 1 of this section.

## <u>Section D — Additional Health and Insurance Benefits Available to Eligible Former Employees</u>

- 1. In addition to the benefits provided in Section C, the Board of Education shall contribute \$2,500, annually, to an employer-funded HRA account, on behalf of the Eligible Former Employee, for a period of five (5) years after the effective date of retirement. Such payment shall be made on or before January 31, deposited into their district-established HRA account.
- 2. Eligible Former Employees who elect to continue coverage, past Medicare eligibility must enroll in a health insurance policy coordinated with Medicare if one exists. Such policy may also provide for a reduction in benefits and premiums. Eligible Former Employees shall be responsible for the full premium of these plans.
- 3. The Board of Education shall allow Retirees to maintain the dental and vision coverage they had in effect at the time of retirement, or as such plan may be amended from time to time for current district employees, until age 65 or until the Eligible Former Employee is eligible for Medicare, whichever occurs first. Eligible Former Employees shall be responsible for the full premium of these plans.
- 4. The Board of Education shall provide Eligible Former Employees with \$10,000 of term life insurance until the Eligible Former Employee reaches age 65 or the age of Medicare eligibility, whichever shall occur first. The term life insurance shall be provided by the Board at no cost to the Eligible Former Employee.
- 5. The Eligible Former Employee shall be allowed to convert any term life insurance, bought or provided for by the Board of Education and in effect on their last date of employment, to any alternative policy approved by the insurance carrier. After such conversion, Eligible Former Employees shall be responsible for full payment of any premium.
- 6. Eligible Former Employees shall be allowed to continue to participate, at no cost, in the Employee Assistance Program provided by the Board for regularly employed employees.

## Section E - Salary Benefits Available to Eligible Former Employees

- 1. Employees submitting their notice of intent to retire will be entitled up to a maximum of three (3) salary increases of six percent (6%) for each year prior to the effective date of retirement.
- 2. The 6% increase described in Paragraph 1 of this section shall be in lieu of any salary increase, which the employee would otherwise receive.
- 3. Salary payments described in paragraph 1 of this section shall be defined as contractual salaries paid for the performance of duties as an employee. The salaries shall not include any stipends or any other payment of any type whatsoever.
- 4. During the employee's last four years of employment, they shall not be eligible to receive any new stipends or other extra duty payments, of any type, (not previously performed in prior years) that would result in exceeding the State maximum salary increase of 6%. Any employee who incurs a State maximum salary penalty shall be ineligible for any benefits contained in this policy.
- 5. All requests for participation in this plan must be submitted in writing to the Superintendent or designee no later than April 1 for the first year for which the employee is seeking the salary enhancement described in paragraph 1 of this section. For the first year, payments will be made over the employee's remaining paychecks based on the date of declaring their intent to retire. The request shall include a copy of the employee's latest statement from the IMRF system indicating the employee's service credit information if that information is necessary to qualify the employee for this plan.
- 6. Participation in the benefits of this plan is dependent upon unconditional and irrevocable resignation from employment, effective at the end of the school year identified in the employee's notice. Any employee who does not fulfill their agreement's timeline, for whatever reason, shall be ineligible for any benefits contained in this plan.

## <u>Section F — Unused Vacation Benefits</u>

In addition to those benefits contained in Section D, Eligible Former Employees who were employed by the district on a full-time, twelve-month basis, may choose to have the Board of Education directly contribute to an employer-funded HRA account, the value of up to ten (10) days of unused vacation days, at their then-current annual base salary per diem rate for the first year of retirement. Any other vacation days accrued and earned, must be used or they will convert to sick leave on the Eligible Former Employee's last day of work. Such payment shall be made within 60 days of retirement, deposited into their district-established HRA account.

## <u>Section H — Miscellaneous Provisions</u>

- 1. For purposes of this plan, the school year shall begin on July 1 and end on June 30.
- 2. If IMRF regulatory changes occur, which result in an increase in the cost of this plan, the Board and the Associations representing GESPA employees shall negotiate a revision to this plan, pursuant to Article XXIII of the Agreement.
- 3. These benefits shall be effective from and after the ratification date of this agreement.

## EXHIBIT C MEDICAL INSURANCE COST CONTAINMENT COMMITTEE

The Board of Education, the Glenbrook Education Association (GEA), the Glenbrook Educational Support Staff Association (GESPA) and the Glenbrook Educational Support Paraprofessional Association (GESPA) agree that there is a mutually beneficial need to contain the increases in medical insurance costs. Therefore, the Board, the GEA, the GESPA, and the GESPA agree to establish a medical insurance cost containment committee.

The committee shall be composed of three (3) members appointed by the Superintendent and three (3) members appointed by the Presidents of the GEA, the GESPA, and the GESPA. The committee shall be chaired by the Assistant Superintendent for Business Services/CSBO.

The committee shall also seek representation from non-unionized support groups.

The committee shall convene at least twice during the school year. The committee shall have its first meeting in the winter and its second meeting in the spring.

The committee shall examine such topics as those contained in the following list:

- 1. A review of the prescription drug plan,
- 2. A review of the procedures for setting insurance premiums,
- 3. Benefit costs and utilization rates,
- 4. Potential savings and enhancements, and
- 5. Deductibles and copays.

Implementation of the committee recommendations shall require the approval of the Board, the GEA and the GESPA.

It is understood that the Board retains the sole right to determine premiums.

## EXHIBIT D PENSION OR LEGISLATIVE CHANGES

The Board of Education and GESPA agree as follows:

If during the life of this Agreement, legislation is enacted which affects Board revenue or expenditures in one or more of the following areas:

- 1. Local property tax "freeze";
- 2. Pension cost shift to the Board; or
- 3. Reduction in state school funding under the Evidence-Based Funding model.

The Board and GESPA negotiations teams will meet to discuss the impact of such changes. The teams may then agree to modify the terms of this Agreement, provided, however, that any such modification must be by mutual agreement of the Board and GESPA membership.

## EXHIBIT E BUILDING SUPERVISOR ROLE

The Board and GESPA, both recognizing the need for adequate supervision of the School District's premises and facilities at all times, agree to create a new bargaining unit position entitled "Building Supervisor." Accordingly, with respect to such new position, the parties further agree as follows:

### Job Duties

The Building Supervisor will be responsible for supporting the proper and efficient operation of the School District's premises and facilities by: (a) addressing the needs of students, parents and community members; (b) performing continuous inspections and walkthroughs of common building areas, classrooms, gymnasiums and restrooms; and (c) maintaining a safe and secure school environment at all times.

## 2. Staffing, Scheduling and Cancellations

The School District's Administration will determine the length, number of and dates/times upon which Building Supervisor shifts will be made available; provided, however, no shifts will be made available on Thanksgiving, Christmas and New Year's Days, and no second shifts will be made available on Christmas Eve and New Year's Eve.

## a. Priority of Assignment

- i. GESPA bargaining unit members will be able to sign up for anticipated Building Supervisor shifts on a first-come-first-serve basis beginning two (2) months in advance of the month in which such shifts are to be worked.
- ii. If there are any Building Supervisor shifts still available one (1) month in advance of the month in which such shifts are to be worked, then all other School District staff members may also sign up to work those available shifts on a first-come-first-serve basis.
- iii. If there are any Building Supervisor shifts still available two (2) weeks in advance of the month in which such shifts are to be worked, then temporary and/or substitute School District staff members may also sign up to work those available shifts on a first-come-first-serve basis. In addition, a third-party vendor may be contracted to provide Building Supervisor services as needed.
- b. During the regular work week (i.e. Monday through Friday), all School District staff members, including GESPA bargaining unit members, may be limited to working two (2) Building Supervisor shifts.
- c. Attendance, as well as other performance topics, during a Building Supervisor shift and/or a regular day assignment may be taken into account when scheduling future Building Supervisor shifts.

## d. Cancellation of Assignment

GESPA bargaining unit members may cancel Building Supervisor shifts that they have previously requested and received with the approval of Administration. If a GESPA bargaining unit member cancels a shift assignment without the approval of Administration within ten (10) days of such shift, then that member may receive a verbal or written reprimand.

Should such an unapproved cancellation within ten (10) days of a shift occur again during

the same school year, the GESPA bargaining unit member may be prohibited from signing up for Building Supervisor shifts for the remainder of that school year.

Decisions to issue a GESPA bargaining unit member a verbal or written reprimand, and to prohibit him/her from signing up for Building Supervisor shifts may be appealed to the Building Principal or designee.

## 3. Compensation and Break Time

During the 2018-2019 school year, the hourly rate paid to Building Supervisors will be the overtime rate of Step E. The Building Supervisor will also be entitled to duty-free breaks and meal times as follows:

- a. 4-hour shift = one (1) fifteen (15) minute paid break.
- b. 6-hour shift = one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid meal time.
- c. 8-hour shift = two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal time.
- d. Paid breaks and/or unpaid meal times may not be combined or "stacked" without prior Administration approval. The Building Supervisor will also be prohibited from "waiving" their paid breaks and unpaid meal times.

## 4. Supervision of Building Supervisor and Other General Requirements

The School District's Safety and Security Manager, with the assistance of Administration, will supervise the Building Supervisor. The Building Supervisor will also: (a) be required to wear a uniform at all times during their shift, appropriately identifying him/her as the Building Supervisor; (b) be required to utilize an electronic timekeeping system (i.e. a time clock) to record the start and end of their shift, as well as any unpaid meal times; (c) be required to participate in all mandatory training programs/activities (e.g. programs covering general security matters, the proper administration of CPR, etc.), for which the Building Supervisor will be paid at the hourly rate set forth above; and (d) be provided appropriate door fob and key access.

## 5. Review

By May 15, 2019, the parties will review the terms of this MOU and make any adjustments or modifications deemed necessary, including whether any such adjustments or modifications are necessary for Summer 2019 Building Supervisor shifts. Furthermore, consistent with the terms of this MOU, Administration will develop and/or update written job descriptions for the positions of: (a) Building Supervisor; (b) Security Coordinator; and (c) Safety and Security Manager.