

NEW  
TRIER

TOWNSHIP  
HIGH SCHOOL  
DISTRICT 203

2021—2026

# Agreement

*Between*

The New Trier Township High School  
District 203 Board of Education

The New Trier Education  
Support Professionals Association,  
IEA-NEA



# **AGREEMENT**

**between**

**NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203**

**and the**

**NEW TRIER EDUCATION SUPPORT PROFESSIONALS ASSOCIATION, IEA-NEA**

**SCHOOL YEARS**

**2021-2026**

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## **AGREEMENT**

THIS AGREEMENT made this 9<sup>th</sup> day of February 2022, by and between New Trier Township High School District 203, Cook County, Illinois (“Board”), and the New Trier Education Support Professionals Association, IEA-NEA (“Association”).

## **PREAMBLE**

Recognizing that the prime purpose of the New Trier Township High School is to provide education of the highest quality for the children of the Township, we, the undersigned parties to this Agreement, agree to the following principles:

The Board, elected by the citizens of New Trier Township High School District 203, is a public body established under and with duties, powers, responsibilities, and rights provided by the laws of the State of Illinois and the applicable rules and regulations of administrative agencies issued under such laws.

The Superintendent of the New Trier Township High School (hereinafter referred to as the Superintendent) is the executive officer of the Board and as such administers and directs the operation of the high school in accordance with the policies and decision of record of the Board.

The education support professional staff of the New Trier Township High School shares with the Board and the Superintendent responsibility for providing to students of the high school education of the highest quality consistent with the policies of the Board.

The Association recognizes that the basic duty of each education support professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education of students enrolled in the high school.

The Board and the Association affirm their continued support of a policy of no discrimination on account of race, religion, color, national origin, sex, sexual orientation, marital status, age, or disability.

The Board and the Association also affirm their belief that: All people at New Trier must be welcomed, respected, supported, and valued so students can learn effectively, develop deeper understanding of the complex issues they face, and become empowered to contribute to the school community. This is possible when staff and students learn from and reflect on their own and others’ diverse lived experiences. The Board and the Association also affirm that they will work together in partnership towards achieving the goals of the strategic plan.

## **ARTICLE I**

### **RECOGNITION**

Pursuant to the Illinois Educational Labor Relations Board (“IELRB”) certification dated May 23, 1988, the Board recognizes the Association as the sole and exclusive bargaining representative for the purpose of negotiations regarding rates of pay, wages, hours and other conditions of employment for all educational support personnel, with the exception of substitute/temporary staff, part-time staff who are not in qualified IMRF positions, confidential employees which include the secretaries of the Superintendent, Principal, Assistant Superintendent, Associate Superintendent, and support personnel responsible for maintaining and analyzing personnel and payroll related records. Also excluded are employees in the Physical Plant Services bargaining unit, building watchpersons, managerial, and supervisory employees.

## **ARTICLE II**

### **EMPLOYEE AND ORGANIZATION RIGHTS**

#### **Section 2.1. Non-discrimination**

The Board agrees not to discriminate against any employees covered by this Agreement because of the employees’ participation in any lawful activities of the Association.

#### **Section 2.2. Personnel File**

The Personnel File will be maintained in the District Human Resources Office. An employee has the right to inspect, make copies of, or attach rebuttals to information in his/her personnel file. An employee has the right to add letters of commendation, transcripts, certificates, and other professional development documents of reasonable length to his/her personnel file. The District will notify employees of FOIA requests related to their Personnel Files.

#### **Section 2.3. Distribution of Association Notices**

The Association shall have the right to post notices of its activities on a bulletin board in New Trier Township High School District buildings and on the District’s intranet website. The location of the bulletin boards shall be agreed to by the District’s Superintendent or his/her designee and the Association’s President(s). The Association shall have appropriate access to District office equipment and mailroom facilities for the purpose and privilege of distributing its information to its members through the campus mail, District e-mail, and District intranet

website. Electronic distribution of information is subject to the District's Acceptable Use Regulations.

#### **Section 2.4. Public Information**

The Board will, upon request, provide the Association's President(s) or his/her designee(s) with such available public information concerning the District as assists the Association in evaluating an item pending in negotiations or currently involving an item of negotiation, or is relevant to the processing of a grievance. The Board also will provide the Association with copies of the Board's agenda and official minutes via public access to the online Board document system.

#### **Section 2.5**

Matters referred to the Board in writing by the Association, which are considered appropriate by the Superintendent for Board action, will be considered by the Board.

#### **Section 2.6. Meetings**

The Association and the Board recognize the importance of good communications in maintaining positive relationships, and their representatives therefore agree to meet from time to time to discuss problems of mutual concern relating to implementation of this Agreement and not the subject of a pending grievance or negotiation. Meetings will be held with reasonable written notice stating the item(s) to be discussed and will be no less than two times per month. Each party may have no more than two (2) representatives attend such meetings, unless otherwise agreed.

#### **Section 2.7. Distribution of Agreement**

Within sixty (60) days after this Agreement is signed, copies of it will be made available by the Board to all employees and supervisors on the District intranet website. Printed copies (the number to be determined by the Director of Human Resources and the Association President(s)) shall be available at the Human Resources Office. The Association and the Board shall share equally the cost of such copying.

#### **Section 2.8. Registered Nurses and Athletic Trainers**

The District shall indemnify and defend registered nurses and athletic trainers who administer medication to students within the scope of their employment against claims for damages as a result. The District shall reimburse registered nurses and athletic trainers up to a maximum annual amount of four hundred dollars (\$400.00) each for the cost of their premium for liability insurance.

#### **Section 2.9. District Committees**

The members of the Association shall be given the opportunity for participation on District committees, subject to approval by the administrative supervisor and committee chair. The



Administration encourages all staff to be involved in District Committees. To support that commitment staff will be compensated for participation in these committees if they meet before or after school.

## **ARTICLE III**

### **BOARD RIGHTS**

#### **Section 3.1**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

- A. To manage, organize and retain administrative control of the District, its properties and facilities, and the activities of its employees;
- B. To determine the function and purpose of the District;
- C. To direct the work of its employees and determine the time and hours of operation, the kinds and levels of services to be provided, and the methods and means of providing services;
- D. To hire all employees and determine their qualifications and the conditions for their continued employment, and to direct, assign and transfer employees;
- E. To establish educational policies, goals and objectives, determine standards of service, ensure the public's rights and educational opportunities, determine staffing patterns, and determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
- F. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue, and take action on any matter in the event of an emergency; and
- G. To exercise control over all matters of inherent managerial policy.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE IV**

### **NEGOTIATIONS PROCEDURE**

#### **Section 4.1**

The Board and the Association agree it is their mutual responsibility to confer upon their respective representatives 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. When negotiations are conducted during regular working hours, release time shall be provided for the Association's negotiating committee members. The parties shall arrange for a mutually agreeable time and place for an initial meeting.

#### **Section 4.2**

When an impasse has been declared by either the Board or the Association, or a mediator has been requested by either party, the Federal Mediation and Conciliation Service (FMCS) shall be asked in a joint letter to provide a mediator. If an FMCS mediator is not readily available, the parties shall confer and try to agree upon an acceptable third party to mediate the remaining issues. The costs of a third party mediator shall be borne equally by the parties.

#### **Section 4.3**

If the amount of general state aid received from the Illinois State Board of Education by the Board over the previous school year is projected to decrease by 50% or more or if tax cap levy legislation (such as an amendment to the Property Tax Extension Limitation Law) is enacted which has the effect of freezing or reducing the Board's expected revenue from the extension of the real estate tax levy, then the Board shall have the right to reopen the contract related to Article VIII (Compensation) or as otherwise agreed by the parties. Any changes bargained and ratified during this process will only impact the fourth (2024-2025) and fifth (2025-2026) years of this Agreement.

## **ARTICLE V**

### **EMPLOYMENT STATUS**

#### **Section 5.1. Probationary Period**

New employees shall be on a probationary status for one calendar year. The purpose of the probationary status is to enable the immediate supervisor and/or administrative supervisor to determine that the employee has the desired work habits, skills, knowledge, attitude, and performance to warrant continued employment. Dismissal of a probationary employee may occur

without just cause. After an employee has completed the probationary period, he/she shall not be disciplined or discharged without just cause.

### **Section 5.2. Association Representation**

An employee is entitled to have a representative of the Association present during a meeting which could lead to disciplinary action. The Administration will notify the Association President(s) in advance of the purpose of any meeting which could lead to disciplinary action, except when an issue is time sensitive or circumstances exist such that advance notice is not appropriate.

### **Section 5.3. Reduction in Force**

- A. The purpose of this reduction in force provision (hereinafter referred to as R.I.F.) is to establish procedures for an orderly and equitable reduction in the number of working hours and/or positions, while minimizing disruption to the educational process. A seniority list of full-time employees shall be published on February 1 of each year, ranking bargaining unit employees by seniority, within occupational group (reference Appendix I) and job title, with a copy furnished to the Association's President(s) on February 1. Seniority is defined as years of continuous full time service in the District. When two (2) or more employees share a common seniority date, the most qualified employee as determined by the Superintendent or his/her designee will have seniority rights.
- B. A R.I.F. situation exists when an employee's position is eliminated, when an employee's hours are involuntarily reduced below thirty (30) hours per week, or when a position is reduced from twelve (12) months to school year. Provided the employee is qualified, and that the most recent evaluation is at least satisfactory, on the effective date of a reduction in force decision an employee may, in this order:
  - 1. Fill a vacancy in the same job title;
  - 2. Bump the least senior employee in the same job title;
  - 3. Fill a vacancy in the same occupational group;
  - 4. Bump the least senior employee in the same occupational group;
  - 5. Fill a vacancy in a lower starting wage classification.

In order to fill a vacancy or bump, an employee must be qualified for the position; the Superintendent or his/her designee will determine whether an employee is qualified. A school-year employee may not bump a twelve-month employee.

- C. The following procedures shall apply:

1. When the District administration makes a decision to R.I.F., the Director of Human Resources will give written notice to the affected employee at least sixty (60) days before the effective date of the dismissal. This notice must be given by registered mail or be hand-delivered to the employee. The notice must state that the employee is being honorably dismissed and the reason for the dismissal.
  2. The Director of Human Resources will inform an employee who is affected by a R.I.F. situation of his/her placement options. Each employee will notify the Director of Human Resources in writing of his/her placement preferences within three (3) working days of initial notification. Final decisions regarding qualifications, or placement when two (2) or more employees have equal seniority, will be at the sole discretion of the Superintendent or his/her designee.
  3. If the R.I.F.'d employee accepts a different position, the hourly rate of pay will be commensurate with an employee in the same or similar position with the same starting rate of pay with a similar level of experience. The Director of Human Resources will share information with the Association President(s) regarding the appropriate rate of pay before the employee is offered the position.
  4. For twelve (12) months from the effective date of said dismissal the following recall provisions will be in effect for R.I.F.'d employees who cannot be placed:
    - a. Notice of posted vacancies shall be sent to the R.I.F.'d employee at the address furnished by the employee.
    - b. The Board shall first offer reemployment to the most senior qualified R.I.F.'d employee. Said recalled employee will be offered the same position if an opening occurs and will be given preferential consideration for other posted vacancies for which he/she is qualified. Failure to reply within seven (7) calendar days of proof of delivery of the notice of recall opportunity via registered mail shall constitute rejection of the recall opportunity, and all seniority and employment rights shall cease. A copy of the recall letter will be sent to the Association President(s) at the time of mailing.
    - c. All rights which accrued up to the effective date of dismissal will be retained by a recalled employee.
- D. When reducing support staff, the Administration agrees to R.I.F. part-time positions before full-time positions in the same category, except in cases where the reduction of a part-time position would cause a disruption to the delivery of the educational process due to the unique circumstances of the reduction in force. In such instances, the Director of Human Resources will meet with the Association President(s) prior to the R.I.F. to discuss the need to R.I.F. a full-time employee before a part-time employee.

- E. The Board will comply with any statutory duty to bargain regarding the impact of any R.I.F.
- F. If a R.I.F. impacts job duties of other employees, the impacted remaining employees and their supervisors will meet to review the job duties moving forward, the impact on the remaining employees and determine if a job review is needed.

#### **Section 5.4. Evaluation**

- A. Probationary employees shall be evaluated in written form by the end of the fourth (4th) month of employment and at the end of their first calendar year of employment for the purpose of retention. After the calendar year evaluation, any additional evaluations in that fiscal year may be waived by the Director of Human Resources.
- B. By October 1, each supervisor shall meet with his/her non-probationary employees to review the evaluation process, timeline, most recent evaluation, and primary areas upon which each employee will be evaluated. This will include a review of the job description to verify that the job duties described are accurate. By October 1, all employees will also electronically receive all information related to evaluation and job review.  
The Administration values employee feedback related to job duties, responsibilities, workload and positions. We encourage conversation between the employee and their supervisor about responsibilities and duties. We will gather feedback on significant changes related to job descriptions, duties, responsibilities, positions and starting wage classifications through a job description committee. This committee will provide input to the administration on job description review requests. The committee will include two Association representatives appointed by the Co-Presidents and the Director of HR will appoint two members. The Director of HR will facilitate the committee meetings. The committee will meet at least once per semester. The committee will provide input to the Director of Human Resources, who has the responsibility for maintaining job descriptions.
- C. Non-probationary employees shall be evaluated before May 15 of each school year. Supervisors shall do so in written form, using the approved District evaluation form(s). If an employee disagrees with the evaluation, he/she may attach a written rebuttal thereto.
- D. Employees hired prior to January of the current school year who receive a satisfactory evaluation will receive the annual pay increase set forth in Appendix II on July 1.
- E. Employees who receive an unsatisfactory evaluation will be recommended for remediation.
- F. All completed evaluation forms shall be forwarded to the Director of Human Resources with copies to the employee and supervisor(s).

#### **Section 5.5 Support Staff Exceptional Recognition Program**

In recognition of the importance of encouraging the exceptional efforts of highly qualified staff, the Support Staff Recognition Awards Program was developed and is located on the District's Intranet. The program will continue for the duration of this Agreement, and may be modified from time to time with the agreement of the Association President(s) and the Superintendent.

### **Section 5.6 Remediation**

Although it usually is most desirable to solve performance problems through free and informal communication, a formal remediation process shall be invoked by a supervisor to address performance deficiencies of a non-probationary, support staff employee. The remediation process does not apply if an employee is not meeting District standards of conduct or if an employee is not complying with District rules and regulations. Nothing contained in this remediation section, however, impacts the Board's right to discipline or discharge an employee for just cause.

#### **A. Association Representation**

The employee shall have the right to Association representation throughout this remediation process.

#### **B. Initial Remediation Process**

The supervisor will provide written notice to the employee of the time, place, and reason for the initial remediation meeting at least three (3) days in advance of such meeting. A copy of the notice will be provided to the Director of Human Resources and the Association President(s).

1. At the meeting, the supervisor will inform the employee of the nature of the performance deficiencies and the actions necessary to correct them.
2. Follow-up evaluation meetings will be scheduled with performance check-ins which allow for an appropriate amount of time for the employee to correct the performance deficiencies.
3. The supervisor will prepare a memorandum no later than ten (10) work days after the initial remediation meeting summarizing the performance deficiencies and the courses of action required to correct them, and include the tentative date for the follow-up meeting. A copy of this summary will be provided to the employee who will acknowledge receipt of the document with his/her signature. A signed copy will be provided to the Director of Human Resources and the Association President(s).

#### **C. Follow-up Meeting to the Initial Remediation Plan**

1. If, at the time of the follow-up remediation meeting, performance is deemed to be satisfactory, the supervisor shall prepare a memorandum for his/her records stating that the deficiencies have been corrected and the remediation process shall

cease and the employee will receive the remaining pay increase due as set forth in Appendix II, effective the date the remediation process concludes. (See Section 8.1.A) The employee, the Director of Human Resources and the Association President(s) will receive a copy.

2. If at the time of the follow-up remediation meeting performance is not deemed to be satisfactory, the supervisor will inform the employee. The supervisor also will inform the employee and the Director of Human Resources of the reasons that performance is unsatisfactory and that the remediation process will continue.

#### **D. Final Remediation**

If, at the time of the final remediation meeting, the employee's performance continues to be unsatisfactory, the supervisor shall take the following action, unless the supervisor determines that the performance deficiencies are so serious as to call for more serious discipline:

1. Issue the employee a written notice that the final remediation is being initiated. This notice shall specify the areas of deficiency and the suggestions that have been made for improving performance. A copy of this notice shall be given to the Director of Human Resources.
2. A follow-up evaluation meeting will be scheduled at an appropriate time, as determined by the Director of Human Resources and the supervisor, to discuss progress toward remediation of the cited areas of deficiency.
  - a. If an employee remedies the specified deficiencies, a summarizing memorandum to that effect will be distributed to the aforementioned offices, the employee and the Association President(s) and the employee will receive the remaining pay increase due as set forth in Appendix II, effective the date the remediation process concludes. (See Section 8.1A.2).
  - b. If at the end of the remediation period the evaluations indicate that sufficient improvement in performance has not taken place, a written recommendation for termination will be prepared by the supervisor.

## **ARTICLE VI**

### **JOB OPENINGS**

#### **Section 6.1. Postings**

- A. Notices of job openings in support positions covered by this Agreement and other non-certified positions of a similar type shall be made via the District's e-mail and posted on the District's website for five (5) calendar days. Positions may be advertised to the public during the posting period, but interviews of non-employees shall not occur during the

posting period. No opening occurring during the summer may be filled for five (5) work days from when it is posted. Notices will state the job title, present location of assignment, normal work hours, starting pay range, job description and tentative starting date.

- B. Summer Association positions shall be posted on the District's website until the application deadline. Employees will have an opportunity to apply for any open Association position for which he/she is qualified at the rate of pay posted for the summer position. No summer position vacancies shall be filled prior to the application deadline. Notice to an internal applicant of an appointment to a summer position shall be made via e-mail and other internal applicants for the opening shall be informed via e-mail that the position has been filled. The Director of Human Resources will endeavor to post non-Association positions, including summer high school and college positions, on the District's website until the application deadline.

## **Section 6.2 Applications**

Employees interested in being considered for job openings in support positions shall apply for job openings using the District's online application system. No vacancy shall be filled until the administrative supervisor has reviewed the qualifications of applicants covered by this Agreement.

Employees still in their probationary period shall be eligible to apply for any vacancies which may occur during their probationary period; however, as a condition of promotion/transfer, employees must complete a new probationary period beginning with the effective date of said promotion/transfer.

## **Section 6.3. Teaching Vacancies**

Certified and qualified employees who request to be considered for vacant teaching positions should give written notice to the Director of Human Resources and complete the required online application available via the District's website.

## **Section 6.4. Internal Appointments**

Notice to an internal applicant of appointment to a new position shall be in writing, and other internal applicants for the opening shall be informed in writing that the position has been filled.

District employees appointed to job openings shall receive a rate of pay reflective of his/her experience in the new position. Final authority for any such adjustment shall rest with the Director of Human Resources.

## **Section 6.5. New Hires**



Upon appointment, each newly hired employee shall be given instructions to access this Agreement, the support staff handbook, and information on health benefits and options.

In consideration of experience and training, the District may set the hourly rate for newly hired employees based on the hourly rate for existing employees in the same position or similar position in the same occupational group with similar experience and training. In no event will a newly hired employee be paid at a higher rate of pay than an existing employee in the same position with similar experience.

#### **Section 6.6. New and Modified Positions**

When adding new positions to the bargaining group or significantly modifying job duties of existing positions, the District may add new job titles to established starting rates or increase the rate for an existing employee if there is a significant change in duties. The Director of Human Resources will develop a job description for the new position which will include starting rate or determine the new rate for an existing position based on the significantly modified duties. The Administration will obtain input from the Association concerning the job description and starting rate or adjusted rates prior to posting the new position or increasing rates.

#### **Section 6.7. Notification of New Employees**

Name, address, job title, hire date, occupational group and rate of pay of newly hired employees will be provided to the Association Presidents within five (5) days after the Board takes official action in hiring any employee covered by this Agreement. The Association President(s) shall receive electronic notification of newly hired employees and change of status of employees. Upon request of the Association President(s), the Director of Human Resources shall provide home address labels of the bargaining unit.

#### **Section 6.8. New Employee Orientation and Onboarding**

The Administration and the Association agree that onboarding is needed to set employees up for success in their positions. The Board may require new employees to attend and participate in an orientation before the employees' official hire date. Newly hired employees who participate in the orientation shall receive a stipend for their time. The Association shall be consulted in the planning for new employee orientation and onboarding.

### **ARTICLE VII**

#### **ASSIGNMENTS AND WORKING HOURS**

##### **Section 7.1. Special Assignments**

All employees are assigned to specific supervisors. The District may call upon employees to work in special assignments or in different job environments when work of an immediate nature arises. Twelve-month and extended year employees often will be given special work assignments

during the spring, summer, and winter vacation periods. Special work assignments are not permanent changes to a job description or duties. If a permanent change is made, it will be reviewed by the Job Description Committee.

If special assignments include more than 10 days of work normally classified at a higher starting rate, employees will be paid the increased amount within 30 days of the work.

### **Section 7.2. Professional Development.**

The Administration and the Association recognize the value in providing on-going professional development and training for all support staff employees. The Administration shall schedule professional development activities which include, but may not be limited to, familiarity with employee responsibilities and/or liability for student care and discipline. The Association and the Administration will jointly plan professional development activities. The Administration may also initiate professional development activities in conjunction with District goals. The Administration may collect feedback on training and professional development activities. If feedback is collected, the Administration will share those results with the Association Co-Presidents.

### **Section 7.3. Work Days and Notification.**

The work year for a school-year employee shall consist of one hundred ninety (190) days, including paid holidays and all student attendance days, and may include institute days, grading days, and parent-teacher conference days. In the event the Board approves an increase in the number of days in the school calendar, the impact of such will be negotiated with the Association. The work year for a twelve-month employee shall consist of two hundred sixty (260) days, including paid holidays. By August 1, or the date of hire, if later, school-year employees will be notified of the specific days they will be required to work. The Association President(s) shall confer with the Director of Human Resources, prior to the August 1 notification date, concerning the work day calendar.

### **Section 7.4. Work Day Hours.**

#### **A. Normal Work Hours**

Employees normally work between a thirty-seven and one-half (37 ½) and a forty (40) hour week, seven and one-half (7 ½) to eight (8) hours a day. Depending upon supervisory approval, the work day will begin at 7:00 a.m., 7:30 a.m., or 8:00 a.m. Any deviation from these starting times must be approved by the Director of Human Resources.

#### **B. Rest Periods**

All full-time employees may have a paid fifteen (15) minute rest period in the morning, a paid fifteen (15) minute rest period in the afternoon, and an unpaid thirty (30) minute lunch period. Prior written approval by the Director of Human Resources is required before an employee may arrive late or leave early by foregoing lunch. One (1) rest period each day may be used to extend the lunch period by mutual agreement of the employee

and the supervisor. Part-time employees may have a paid fifteen (15) minute break on days when scheduled to work five (5) hours on that day. Employees must notify their supervisor if they are going to leave campus during their rest period.

C. Summer Work Hours

Twelve-month employees will work and receive compensation for a thirty-seven and one-half (37½) hour work week during the summer break, unless the supervisor requests on occasion that the employee work a regular 8 hour day. The first and last days of this summer schedule will be determined each year to provide each twelve-month employee with 2,054 paid hours annually (52 days at 7 ½ hours per day). The Director of Human Resources shall notify employees of the summer schedule as soon as possible.

D. Special Shortened Hours

Employees will be permitted to leave thirty (30) minutes early the last working day before the Thanksgiving holiday, the last days before students are dismissed for their winter and spring breaks, and the last day of each school semester.

### **Section 7.5. Paid Holidays**

On the following holidays, employees will be paid at their regular hourly rate for the hours which they would have worked provided the holiday falls on a weekday and there are no students or teachers in attendance:

Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Labor Day  
Yom Kippur

Columbus Day/Indigenous Peoples Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Rosh Hashanah

The following holidays will be scheduled as paid holidays for twelve-month employees:

New Year's Day  
Christmas Eve Day  
Christmas Day

Additionally, twelve-month employees and school-year employees who work six (6) weeks during the summer are eligible for holiday pay on Independence Day. To conserve energy the Superintendent may schedule additional paid holidays for twelve-month employees during the Christmas and New Year's period.

Security staff members who work 30 calendar days of (6) six hour shifts or longer beyond the regular school year employee calendar will be provided an extra personal day. The personal day will be added to the employee's benefit bank prior to the first day of the following school year.

## **Section 7.6. Inclement Weather/School Closing**

### **A. Twelve-Month Employees**

If the Superintendent deems it necessary to close school and the District offices, all twelve-month employees shall work remotely or use a benefit day. If the District offices remain open or if there are students on campus, 12-month employees may be asked to work on campus for responsibilities that must be completed in person.

### **B. School-Year Employee**

In the event of a full day school closing, school-year employees will be paid to work remotely. Employees who are unable to work remotely due to their position or other situational issues will be permitted to use a benefit day in lieu of not receiving a dock day. School-year employees may also be required to work on the designated “make up” day at their regular rate of pay.

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

Employees will be allowed to use a benefit day due to inclement weather in their home community that creates hazardous conditions for the employee to travel to work or related childcare issues in the event that school or the District offices remain open. The Administration shall develop clear procedures for each department outlining procedures for each of the following scenarios: District Offices Closed, School/Classes Canceled, and Remote Learning Days and publish this information electronically for employees.

## **Section 7.7. Overtime**

- A. Occasionally employees may be asked to work overtime. When this occurs, the employee shall be paid for overtime hours at the rate of time and one-half (1.5) for hours worked above forty (40) in any week unless he/she specifically requests compensatory time instead of overtime pay. For the purpose of computing the forty (40) hours worked, paid holidays and jury duty will be included. All overtime must be pre-approved by the employee’s immediate supervisor, who will immediately inform the administrative supervisor of all overtime pre-approved.
- B. Employees who, in addition to their regular duties, perform extra-curricular activities (excluding sporadic jobs) shall be paid in accordance with the current Stipend Schedule of The New Trier Township Education Association, IEA-NEA Agreement. This shall include all hours worked in excess of their regular daily work schedule. A regular daily work schedule is defined as the number of hours worked in performing bargaining unit work.

1. Employees who serve as Student Activity Sponsors or Coaches may use up to two (2) professional leave days (subject to approval by their administrative supervisor) for use in working with clubs, teams, etc.
  2. A separate hourly rate of pay has been established for educational support personnel extra-curricular assignments. These rates are updated and posted annually on the staff section of the District website.
  3. All extra-curricular hours are considered to be overtime hours under the Fair Labor Standards Act.
  4. In the event that the hours actually worked exceed the amount of salary received according to the increment schedule, the employee shall be compensated for those additional hours at the rate of time and one-half of the federal minimum wage.
  5. Employees who perform extra-curricular activities must agree with the employer in writing to the above overtime pay plan prior to performance of the extra-curricular duties.
- C. Employees who volunteer to perform sporadic jobs in Activities, Athletics and Testing shall be placed on rotation lists. The procedures for the use of the rotation lists shall be established by the Director of Human Resources with input from the Association. Employees shall be given instructions to access these procedures on the District's intranet website.
- D. Campus Security employees who volunteer to perform sporadic security jobs in Activities, Athletics and Summer School shall be placed on a security rotation list. The procedures for the use of the security rotation lists shall be established by the Director of Human Resources with input from the Association. Employees shall be given instructions to access these procedures on the District's intranet website.

### **Section 7.8. Substitute Teaching Assignment**

Educational support staff who are qualified to substitute teach are occasionally asked to substitute in the classroom for a certified teacher, usually in an emergency. When this occurs, the support staff employee must:

- A. Secure the supervisor's approval to be away from his or her regular job;
- B. Report the absence in the electronic employee substitute system in accordance with procedures developed by the District and published on the District's Intranet.

Support staff members who substitute teach will be paid for that time at the per period substitute rate or at his or her regular hourly rate, whichever is higher. Time worked as a substitute teacher will count as hours worked for overtime pay purposes. The District recognizes and values the support staff employee's willingness to assist in a substitute emergency.

## ARTICLE VIII

### RATES OF PAY

#### Section 8.1. Starting Salaries and Job Titles

##### A. Salary Advancement

1. Annually on July 1, employees who receive a satisfactory performance evaluation and worked a minimum of six (6) months in the prior fiscal year or hired prior to January of the current year will receive the annual percentage increase set forth in Appendix II
2. Employees who are on remediation on July 1 will receive half of the annual percentage increase set forth in Appendix II on July 1. If the employee successfully completes the remediation process, the employee will receive the remaining percent increase due based on Appendix II effective on the date of the successful completion of the remediation process. The additional percent increase will not be retroactive to July 1.

##### C. Salary Adjustment

In addition to the hourly rate provided in the 2021-2022 Starting Rates in Appendix II, an hourly rate adjustment as indicated will be applied to the following job titles:

Campus Security Lead	+\$2.50 per hour
Campus Security - Evening	+\$1.00 per hour shift differential
Campus Security - Parking Enforcement	+\$0.50 per hour
Campus Security - Shuttle Driver	+\$1.00 per hour

All Special Education Department Instructional Assistants assigned to work in the ELS and Transitions programs will receive a \$2.00 increase in their hourly rate during such assignment to provide personal care support. This stipend will be applied to all of their normal work hours during the school year and to additional hours where they are providing support to students that require personal care. This includes summer school, ESY and extracurricular assignments. Employees who have been excused by their supervisor from performing personal care support will not receive the stipend.

## **Section 8.2. Pay Periods**

All employees on the active payroll will be paid semi-monthly. Checks will be issued on the 15 and last day of the month. When pay days fall on holidays, checks will be distributed on the last working day preceding the holiday. School-year employees shall be paid on a twenty (20) pay period basis (September 15 – June 30) unless the employee submits a written request for a twenty-four (24) pay period option (September 15 – August 31). Any such request shall be made no later than July 1 to the Human Resources Manager of any fiscal year and will remain in effect until a change is made in writing by July 1 for the subsequent fiscal year. Employees, who elect the 24 pay option, must also elect direct deposit. No payroll deduction modification may be made to summer payroll checks after June 15th. Paycheck stubs and District Deposit vouchers, which may be provided electronically at the District's discretion, shall reflect an employee's semi-monthly earnings and will itemize any exceptions due to additional or reduced hours.

## **Section 8.3. Voluntary Pay Deductions**

The Board will authorize voluntary payroll deductions for tax-sheltered annuities, medical insurance, credit union participation, and Association dues. The Association will certify in writing to the Business Office the current rate of its membership dues. Upon receipt of a written authorization from an employee, the Board will deduct the dues on a pro rata basis each pay period beginning with the second pay period in September. The Director of Human Resources shall notify the Association President(s) of employee terminations so that appropriate payroll deduction notifications may be made to the Business Office. All dues deducted by the Board shall be remitted to the Treasurer of the Association within fourteen (14) days after such deductions are made.

## **Section 8.4. Transfers**

When an employee is temporarily transferred to another position, the employee's regular hourly rate shall remain unchanged. However, if the temporary assignment endures longer than ten (10) work days and carries a higher rate of compensation, then the higher rate shall be paid for the subsequent period of temporary assignment based on the rate of pay of an employee in the position with a similar level of experience. If special assignments include more than 10 days of work normally classified at a higher starting rate, employees will be paid the increased amount within 30 days of the work. When an employee is permanently transferred, the hourly rate of pay will be reflective of their related experience in the new position, as determined by the Director of Human Resources, but in no case will the hourly rate for his/her new position be lower than the starting rate for the new position. No loss of seniority or longevity with the District shall occur. The Board shall not transfer an employee in an arbitrary or capricious manner. An adjustment in wage rate will take effect in the next pay period after the transfer actually occurs.

## **Section 8.5. Retirement**

- A. Employees who wish to retire from service and receive the District's financial incentive must be a minimum age of fifty-five (55) years and have twelve (12) years of service in the District on the date of retirement. Requests from employees that wish to retire at the

conclusion of the school or fiscal year who will achieve twelve (12) years of service within the first four months of the following fiscal/school year may request to receive the benefit early. Requests will be evaluated by the Superintendent or designee to determine if such early retirement is in the best interest of the District. To be eligible, the employee must also provide three (3) month advance written notice of retirement to the District. Such notice shall be addressed to the Director of Human Resources.

- B. Employees meeting the conditions set forth above shall receive a post-retirement bonus in the amount of six hundred dollars (\$600) for each year of service in the District. This bonus shall be paid to the employee two calendar months after the employee retires.

**Post-Retirement Health Insurance:** For support staff employees who retire from their positions in compliance with the conditions above, the Board of Education, upon request and submittal of acceptable proof of payment, will pay up to two thousand five hundred dollars (\$2,500) per year for a period of five (5) years toward the retiree's single medical insurance, Medicare supplemental plan, and prescription drug plan for a non-District plan or up to one thousand five hundred dollars (\$1,500) per year for a period of five (5) years, toward the retiree's single medical insurance for a District plan. An employee shall be allowed to purchase single or family health insurance from any insurance plan made available to bargaining unit employees. Change in plans may only be made during open enrollment. After Medicare becomes available to the employee, if the employee is currently enrolled in one of the District's plans, he/she may change from one supplemental plan to another, but only during open enrollment.

#### **Section 8.6. Travel and Mileage Reimbursement**

Whenever practicable, employees whom the Board requires to travel shall be permitted a District vehicle or reimbursed at the mileage rate authorized by Board Policy.

#### **Section 8.7. Flexible Benefit Program (IRS)**

The Board shall maintain a flexible benefit program under Section 125 of the Internal Revenue Code. An employee may annually contribute to the plan, with the contribution being deducted from the employee's pay. At the commencement of each school year the total amount must be allocated by the employee among the benefits listed below:

- A. Premiums to the District's group-term insurance plan for coverage up to fifty thousand dollars (\$50,000) which are not paid by the Board. Premiums in excess of \$50,000 will be reported as taxable income to the employee.
- B. Premiums for the District's health and dental insurance plans which are not paid by the Board.
- C. Reimbursement for qualified dependent care assistance, as defined in Section 129(e)(1) of the Internal Revenue Code.



- D. Reimbursement for the cost of medical and dental care, as defined in Section 213(d) of the Internal Revenue Code, to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents, but not including premiums paid for health care coverage under any other plan.

All requests for reimbursement benefits shall be made by the employee within sixty (60) days of the end of the plan year. Any amount remaining unpaid in excess of \$500 after processing all timely requests for reimbursement shall be forfeited and not otherwise paid to the employee or carried over to the following year.

### **Section 8.8. Tuition Reimbursement**

- A. The District provides many opportunities for professional development. Employees may be eligible to receive a total annual reimbursement of up to one thousand five hundred dollars (\$1,500) for tuition fees and books pursuant to coursework or training that leads to improved occupational skills and increased job effectiveness.
- B. Employees who are completing university coursework towards Illinois educational licensure for faculty positions (i.e. licensed teacher, certified school nurse, etc.), may be eligible to receive a total annual reimbursement of up to five thousand dollars (\$5,000) for tuition, books, and fees. This program is capped at ten employees per school year.

To qualify for reimbursement, the course or workshop must have been pre-approved by the Director of Human Resources or his/her designee.

Approval for reimbursement must be obtained prior to class attendance and reimbursement will be made following the successful completion of the course or workshop as evidenced by a transcript showing a passing grade of at least 'C' or 'satisfactory' or, where appropriate, a certificate from the instructor certifying attendance.

- C. When as a condition of employment an employee is required to attend a workshop, course, seminar, or training, the Board will pay for all applicable travel, registration, tuition, lodging, and meal costs.

### **Section 8.9. Campus Security Uniforms**

The District may require campus security staff to wear uniforms, as furnished by the District. The purchase, and replacement due to damage from on-the-job wear-and-tear of such apparel will be at District expense.

### **Section 8.10. Summer Grant Work**

Employees who work on individualized curricular or program work for summer completion through Instructional and Professional Growth grants, and receive administrative approval for such work, shall be paid in accordance with Article XI.J.2. of The New Trier Township Education Association, IEA-NEA Agreement.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

#### **Section 9.1. Sick Leave**

Sick leave shall be defined to mean disability due to illness, non-work related injury, pregnancy or childbirth, quarantine at home, serious illness, or death in the immediate family. 'Immediate family' for this section shall be interpreted to mean parents, spouse, children, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, and legal guardians. The District understands that family structures differ, and an employee may request to use sick time to care for another individual with permission from the Director of Human Resources.

At the beginning of each year a twelve-month employee will be credited with fifteen (15) paid sick leave days, and a school-year employee, including extended year employees, will be credited with twelve (12) paid sick leave days. Any employee who uses all of their accumulated sick leave days related to the arrival of a child will be granted an additional three (3) sick leave days upon their return to work. If an employee does not use all of their accumulated sick leave days in this manner, but has less than three (3) sick leave days remaining, will be awarded the number of sick leave days to bring them up to a balance of three (3) sick leave days. Sick leave days may be accumulated from year to year to a maximum of two hundred (200) for school-year employees and up to two hundred sixty (260) for twelve-month employees, including the annual allocation.

Employees hired after the beginning of the fiscal or school year will receive a prorated number of such days. If an employee elects to use sick leave days regarding work related injuries (to the extent the employee is not otherwise compensated for such) the employee may do so and a proportionate reduction will be made in available sick leave days.

Each employee shall be given written notice of his/her accumulation of sick leave days on his/her paycheck stub, at least once per month. Employees on an approved leave of absence wishing to receive notice of available sick leave by October 1 and/or other pertinent information must request such and furnish the Director of Human Resources with their legal mailing address. Employees will receive IMRF credit at the time of retirement for unused, accumulated sick days.

#### **Section 9.2. Bereavement Leave**

In the case of death of an employee's spouse/domestic partner or child, the employee shall be entitled to five (5) days of bereavement leave at full pay. In the case of death of a parent, sibling, grandparent, grandchild, parent-in-law, sibling-in-law, or legal guardians, the employee shall be entitled to two (2) days of bereavement leave at full pay. Any time required beyond that set forth herein shall be assessed against accumulated sick leave.

#### **Section 9.3. Unpaid Family and Medical Leave**

An eligible employee may take approved unpaid family and medical leave of up to twelve (12) weeks per rolling twelve (12) month period as set forth below.

- A. An eligible employee is one who has been employed by the District for at least 12 months and who has worked at least 1000 hours during the twelve month period preceding leave commencement.
- B. The circumstances under which an approved leave may be taken are as follows:
  - 1. upon the birth of the employee's child;
  - 2. upon the placement of a child with the employee for adoption or foster care;
  - 3. when the employee is needed to care for a child, spouse, or parent who has a serious health condition; or
  - 4. when the employee is unable to perform the functions of his or her position because of a serious health condition.

In subparagraphs 3. and 4. above, a serious health condition is any illness, injury, impairment or physical or mental condition that requires inpatient care or continuing treatment by a health care provider.

- C. If an employee has accrued paid sick, vacation, comp time, or personal leave, which applies to the reason for the desired leave, such leave must be exhausted before the District will grant unpaid leave under this provision. Any use of such leave also shall be considered family and medical leave and will be deducted from the twelve (12) week total available under this section and the Family and Medical Leave Act. The use of the benefit time leave runs concurrent with Family Medical Leave.
- D. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide notice to the Director of Human Resources in writing at least 30 days prior to the start of the leave. If these events require leave to begin in less than 30 days, or if the need for the leave is not foreseeable, notice shall be as soon as practicable.
- E. The District may require medical certification to support a claim for leave for the employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, such certification must include a statement that the employee is unable to perform one or more essential functions of his/her position. For leave to care for a seriously ill child, spouse or parent, such certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the District may require a second medical opinion and periodic re-certifications at its own expense. If the first and second opinions differ, the District, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the District and the employee.

- F. If certified medically necessary for a serious health condition, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on such a basis, however, the District may require the employee to transfer temporarily to an alternative position at the same rate of pay.
- G. Any employee who is granted an approved leave of absence under this provision may maintain group health insurance coverage by paying to the District before the end of the preceding month his/her contribution to the cost of that insurance. If the employee maintains such coverage, the District will continue during the leave period to make any contributions it would otherwise make pursuant to Article XI of the Agreement. If the employee elects not to return to work upon completion of an unpaid leave, the District may recover from the employee the cost of such payments made by the District, unless the employee's failure to return is for reasons beyond his or her control.

#### **Section 9.4. Extended Unpaid Leave**

After the second year of employment, a full-time employee (thirty (30) hours a week or more) may request an extended, unpaid leave of absence for a predetermined period, not to exceed one year. If the leave is not granted, the employee must return to work or employment shall be terminated. While on an extended unpaid leave, all Board paid benefits will cease; the employee then has the option to purchase the District health and dental insurance coverage.

Notwithstanding any provision of this section, employees on extended unpaid leave are not protected from reductions in force.

- A. **Temporary Medical Leave** If the purpose of the leave is covered by Section 9.3 (FMLA), an employee may apply for a temporary medical leave upon submission of medical evidence. A temporary medical leave is defined as one that exceeds any period of medical leave to which the employee is entitled under FMLA or sick leave days (including sick bank days, if approved), whichever is greater.

The temporary medical leave may be granted at the discretion of the Board. This leave is unpaid except to the extent that the employee qualifies for the disability benefits through IMRF.

Except in the case of an emergency, the employee should inform the Board of his/her desire for such leave no later than thirty days prior to the commencement of such temporary medical leave. Upon the District's request, an employee who has been granted medical leave shall present statement(s) to the Board of the employee's continuing inability to work. An employee returning from temporary medical leave is required to submit a written statement(s) from his/her physician(s) that he/she is physically able to resume regular employment. The returning employee shall either resume their prior position, if available, or be assigned to another opening in the same job title. If neither is available then the employer shall find a position in another job title for which the employee is qualified, and the employee shall continue therein until a position becomes

available in the prior job title. Salary placement upon return shall be at the same hourly rate in effect before the leave.

- B. **Non-Medical Leave** If the purpose of the leave is not covered by Section 9.3 (FMLA), an employee may apply for a non-medical leave. The non-medical leave may be granted at the discretion of the Board. IMRF benefits may be extended subject to Fund (IMRF) regulations. Employees returning from extended non-medical leave under this Section shall either resume their prior position, if available, or be assigned to another opening in the same job title. If neither is available the employee's leave shall be automatically extended until a vacancy becomes available for which the employee is deemed qualified or for one calendar year, whichever comes first. Failure to accept an assignment that is at least equal in hours to the position last held or exhaustion of one year shall result in the termination of seniority and job rights.

### **Section 9.5. Association Business**

If the Association desires to send representatives to state or national conferences, hearings or legal proceedings, these representatives will be excused without loss of salary, provided that 1.) the Association reimburses the District for the cost of any substitute, 2.) a written notice for leave has been submitted to the Superintendent or his designee at least fourteen (14) days in advance, and 3.) the number of days taken each year for all employees does not exceed eight (8). Upon reasonable advance notice to his/her supervisor, the Association President(s) will be given up to a combined maximum of ten (10) hours of release time per week to attend to Association business. At the beginning of each year, the Association President(s), his/her supervisor, and the Director of Human Resources or his/her designee will meet in order to determine, generally, how this release time can be scheduled to cause a minimum of disruption to the District.

### **Section 9.6. Jury Duty**

Employees employed on a twelve (12) month basis will receive their regular wages while on required jury duty. School-year employees receive full salary only if required to perform jury service during the school year. If such employee is called initially for jury duty during the summer months, the employee is to receive no reimbursement from the District; but if the term of duty extends into the beginning of the succeeding school year, the employee will be paid regular wages for the days of jury service rendered after school begins. Receipt of jury service should be submitted to the Director of Human Resources. Any employee who is subpoenaed in a court proceeding in which the Association or the employee is not a party or is otherwise required to serve on a jury of any court shall be excused from work without loss of pay for the days on which the employee must be present for such service and on which he/she would otherwise have been scheduled to work. Monies received for travel and other expenses for jury duty may be retained by the employee.

### **Section 9.7. Personal Business Leave Days**

The Board shall grant each employee two (2) days of personal leave with pay per school year. Employees hired after the beginning of the fiscal or school year will receive a prorated number

of such days. Additionally, an employee may convert up to four (4) sick days to personal days each year. No more than six (6) days shall be used for personal leave each year. The personal business leave days may be used for urgent business or family matters that require the employee's presence during the school day and are of such nature that they cannot be transacted at another time, such as on the weekend, after school hours, or during vacation periods.

- A. Application for personal business leave shall be made by the employee through his/her supervisor through Skyward Time Off Except in the case of an emergency, applications shall be made at least one week in advance of said leave, if possible.
- B. The day immediately preceding or immediately following a legal holiday or a school vacation period ordinarily shall not be recognized as a personal business leave day. The Superintendent may make exceptions to this rule in unusual circumstances.
- C. Personal business leave days will not be accumulated from year to year. At the end of each fiscal year, an employee's unused personal business leave days will be added to the employee's accumulated sick leave days.

#### **Section 9.8. Sick Leave Bank**

- A. The Board in cooperation with the Association shall establish a sick leave bank for full-time, non-probationary support staff. Every new support staff member shall contribute one (1) day of his/her sick leave to the bank, deducted within the first quarter of the fiscal year following completion of the employee's probationary period. The Board shall contribute one (1) matching sick day to the bank. If the bank is depleted to two hundred (200) days, every staff member shall be assessed one (1) additional day at the beginning of the following school year, with the Board also contributing one (1) sick day for each staff member contribution. Additions shall be made to the bank at the beginning of each school year according to the above limitations, however, in the event the days become exhausted, the donation process may be invoked immediately by the Director of Human Resources.
- B. The intent of this plan is to provide the possibility of extended paid leave to those staff who incur a personal serious illness, accident or disability or who are caring for a spouse, child, or other member of their household who has incurred such, and qualify under the following provisions.
- C. A staff member who has contributed shall not be able to utilize days from the bank until after his/her own accumulated sick leave days have been depleted and a three (3) day deduction period has transpired for each extended disability. The three (3) day deduction period applies only once per illness, and may extend across fiscal years.
- D. A committee shall be established to assist in the administration of the bank. This committee shall consist of the Director of Human Resources and two (2) employees named by the Association. The committee will review all employee applications. The

Association committee representatives shall be consulted prior to the granting of sick bank days.

- E. The maximum number of days that a staff member may draw from the bank shall be 60 days during an individual employee's lifetime and 30 days per fiscal year.
- F. The bank shall not be used for elective surgery or any surgical or other procedure which may be safely deferred until a vacation or recess period.
- G. Nothing in this article shall be construed as placing an obligation on the Board to advance or loan additional sick leave days to the bank should all days be used up in any period or periods of its operation, except as described in the donation process (Paragraph A).

## **ARTICLE X**

### **VACATIONS**

#### **Section 10.1.Vacation Days Allocation**

- A. Twelve-month employees receive vacation days as follows:  
The vacation year is July 1 to June 30. For the purpose of calculating vacations, the partial year from the date of hire to the succeeding July 1 is considered the first year of employment. For the first and second year of employment, vacation days shall be granted according to the following schedule:

<b><u>Month of Hire</u></b>	<b><u>Days Granted in 1<sup>st</sup> Year</u></b>	<b><u>Days Granted on following July 1 (2<sup>nd</sup> year)</u></b>
July	6 days	10 days
August	5 days	10 days
September	5 days	9 days
October	4 days	9 days
November	4 days	8 days
December	3 days	8 days
January	3 days	8 days
February	2 days	8 days
March	2 days	7 days
April	1 day	7 days
May	1 day	6 days
June	0 days	6 days

- B. Employees may not use such days until they have been employed for at least three months.
- C. On July 1 of the 3rd and 4th year of employment, the District will grant 10 vacation days. On July 1 of the 5th through 9th year of employment, the District will grant 15 vacation days. On July 1 of the 10th year of employment and each year thereafter, the District will grant 20 vacation days.

- D. In those instances where the District and a resigning/retiring employee agree that there is good cause for the employee's resignation/retirement date to extend beyond June 30, the employee shall receive a prorated amount of vacation days on July 1 based on the number of annual vacation days awarded to the employee in the year preceding resignation/retirement and the number of months the employee works beyond June 30 before resignation/retirement.
- E. An employee may carry over only a maximum of ten (10) days beyond the end of the twelve (12) month vacation year (June 30). The days carried over must be used or forfeited by December 31 (which allows 18 months from the July 1 on which they were granted). No extension beyond December 31 will be granted.
- F. Employees who are discharged or who resign from New Trier and have worked a minimum of three (3) months are entitled to use or be compensated for remaining unused vacation days at the then hourly pay rate. Vacation days cannot be used by an employee to extend a termination date beyond the last day worked.
- G. Vacation must be scheduled at a time acceptable to the immediate supervisor.

## **ARTICLE XI**

### **INSURANCE**

#### **Section 11.1. Health/Dental Insurance**

The District shall provide hospital/major medical, single or family insurance plans and dental insurance for employees eligible to participate in the plans. The benefits and coverages provided to employees and employee premiums costs will be the same as the benefits coverages and premium costs provided to faculty members as provided for in the agreement between New Trier Township High School District 203 and The New Trier Township Education Association IEA-NEA agreement including the effective date of changes.

#### **Section 11.2. Term Life Insurance**

The Board shall provide term life insurance in an amount equal to the following schedule:

<u>Scheduled Salary (prorated for part-time as of July 1, 2012)</u>	<u>Life Insurance Amount</u>
Less than \$25,000	\$25,000
\$25,000 to \$50,000	\$50,000
Greater than \$50,000	\$75,000

Each employee's life insurance amount will remain in effect for the term of this Agreement and will only be adjusted if there is a change in an employee's full time equivalent (FTE) or change in salary due to a reassignment. Life insurance amounts for new employees will be based on the scheduled salary (annual equivalent) at the time of hire.



#### **Section 11.4. Workers' Compensation.**

All employees are covered by Workers' Compensation. Accident reports must be filed within forty-eight (48) hours of the accident.

When an employee is approved for Workers' Compensation leave, an employee is paid two-thirds (2/3) of their salary through Workers' Compensation Insurance. So that the employee does not lose earnings as a result of the work related injury, the employee is paid the remaining one-third (1/3) from the Association sick leave bank. Workers' Compensation benefits are calculated based on 2/3 of the employee's daily rate using a seven day work week blended formula, averaging the last year of earnings.

If the employee's salary is continued while absent due to an injury incurred while on duty, the Workers' Compensation checks must be given to the District.

### **ARTICLE XII**

#### **GRIEVANCE PROCEDURE**

##### **Section 12.1. Definition of Grievance**

Any claim by the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

##### **Section 12.2. Time Limits**

All time limits consist of work days, which shall be defined as those days on which the District's Business Office is open.

##### **Section 12.3. Grievance Process**

The parties hereto acknowledge that it is usually most desirable for an employee and the immediate supervisor to solve any problems through free and informal communication. Accordingly, the parties shall attempt to informally resolve any grievance as herein defined. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

**Step I.** The Association or the grievant may present the grievance in writing within twenty (20) work days of the event giving rise to the grievance. The grievance shall be lodged with the Director of Human Resources who, within ten (10) work days of receiving the written grievance, shall schedule and endeavor to hold a meeting to hear the issue(s). No later than ten (10) work days after the Step I hearing the Director of Human Resources shall issue a written response to grant, deny or otherwise resolve the grievance.

**Step II.** If the grievance is not resolved at Step I, then the Association and/or grievant may refer the grievance to the Superintendent or his/her designee within five (5) work days after receipt of the Step I response. The Superintendent or his/her designee shall arrange with the Association representative for a meeting to take place within ten (10) work days of the Superintendent's or his/her official designee's receipt of the appeal. Within ten (10) work days of the meeting, the Association shall be provided with the Superintendent's or his/her designee's written response including the reason(s) for the decision.

**Step III.** If the grievance is not resolved at Step II to the satisfaction of the Association, the grievance may be referred to binding arbitration by notifying the President of the Board of Education within ten (10) work days of receipt of the Step II written decision. At the same time the Association shall forward a demand for arbitration to the American Arbitration Association, requesting a panel of seven (7) arbitrators who are members of the American Arbitration Association's Labor Arbitration Panel.

Upon receipt of the list of arbitrators, the parties shall have ten (10) work days in which to research the names therein. Upon expiration of that period, the President of the Board of Education and the President(s) of the Association, or their designees, shall meet and alternately strike one name from the list until only one arbitrator remains. The Association shall strike the first name from the list.

Notification of the arbitrator's selection and all arbitration proceedings shall conform to the rules and regulations of the American Arbitration Association. Such hearing shall take place at the earliest possible date. The decision of the arbitrator shall be final and binding on the parties. The authority of the arbitrator shall be strictly limited to whether there has been a violation, misinterpretation, or misapplication of this Agreement. Cost of the arbitrator shall be shared equally by the Board and the Association.

#### **Section 12.4. Rights of the Association**

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present. Class grievances involving one or more employees may be initially filed by the Association at Step II, by presenting the grievance in writing to the Superintendent. Should the attendance at a meeting involving any grievance require that an employee or an Association representative be released from his/her regular duties, the employee shall be released without loss of pay or benefits.

#### **Section 12.5. Miscellaneous.**

- A. There shall be no reprisals of any kind by supervisory or administrative personnel against any grievant or member of the Association's Grievance Committee by reason of their participating in the procedures set forth in this Article.

- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Copies of a written grievance and all written answers will be given to the grievant and the Association's Grievance Committee chairperson. Forms for filing grievances, serving notices, taking appeals, making appeals, making responses and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Director of Human Resources so as to facilitate operation of the procedures set forth in this Article.
- C. An employee may have representation by the Association at any level of the grievance procedure.
- D. A grievant shall have the right to be present at all levels of the grievance procedure.

### **ARTICLE XIII**

#### **NO STRIKE**

Neither the Association nor its members shall strike during the period of this Agreement.

### **ARTICLE XIV**

#### **WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board has no obligation to negotiate any further during the term of this Agreement except as to the impact of Board decisions relating to employees' employment conditions.

### **ARTICLE XV**

#### **TERM**

This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2026, inclusive, and thereafter from year to year, unless at least ninety (90) days prior to June 30, 2026, or any subsequent anniversary date, but during the school year, either party gives written notice to the other expressing a desire to change or terminate the Agreement.

**APPENDIX I**  
**2021-2022 STARTING RATES**

<b>Starting Rates (2021-2022)</b>	
<b>Admin Occupational Group</b>	
<b>Position</b>	<b>FY 22</b>
Office Assistant - Duplicating	\$20.00
Library Bookkeeper and Periodicals Coordinator	\$20.00
Office Assistant - Testing	\$20.00
Lead Office Assistant	\$21.00
Activities Assistant	\$22.05
Department Assistant - Adviser	\$22.05
Department Assistant - Applied Arts	\$22.05
Department Assistant - Art	\$22.05
Department Assistant - Art/FACS/ Modern Language/Technology	\$22.05
Department Assistant - Athletics/Kinetic Wellness	\$22.05
Department Assistant - Business Education	\$22.05
Department Assistant - English	\$22.05
Department Assistant - English/Social Studies	\$22.05
Department Assistant - Health Services	\$22.05
Department Assistant - Kinetic Wellness	\$22.05
Department Assistant - Math	\$22.05
Department Assistant - Modern Language	\$22.05
Department Assistant - Music & Theatre	\$22.05
Department Assistant - NTLC	\$22.05
Department Assistant - Principal/Parent Association	\$22.05
Department Assistant - PHSC	\$22.05
Department Assistant - Science	\$22.05
Department Assistant - Social Studies	\$22.05
Department Assistant - Social Work	\$22.05
Department Assistant - Special Education	\$22.05
Psychology Assistant	\$22.05
Testing Assistant	\$22.05
Accounts Payable	\$23.25
Admin Asst. - Asst. Principal of Admin Services	\$23.25
Admin Asst. - Asst. Principal of Student Services	\$23.25
Admin Asst. - Athletics	\$23.25
Admin Asst. - CTO	\$23.25
Admin Asst. - Dir. of Special Education and Curriculum and Instruction	\$23.25

Admin Asst. - Assistant Principal Northfield	\$23.25
Admin Asst. - PPS	\$23.25
Business Office Associate	\$23.25
Communications Specialist	\$23.25
Compliance Coordinator	\$23.25
Project Specialist	\$23.25
Staff Accountant	\$23.25
Program Asst. - NTX	\$23.25
Staff Accountant (Senior)	\$26.00
Application Support Specialist Student Records	\$27.00
Registrar	\$27.00
Library Cataloger/System Operator	\$27.00
Athletic Coordinator of Operations and Event Management	\$34.00
Communication Coordinator	\$34.00
<b>Health Occupational Group</b>	
Athletic Trainer	\$37.00
Registered Nurse	\$37.00
<b>Instructional Occupational Group</b>	
Equipment Assistant - Athletics	\$19.00
Equipment Assistant - Kinetic Wellness	\$19.00
Instructional Assistant - Bridges	\$20.00
Instructional Assistant - EL	\$20.00
Instructional Assistant - English	\$20.00
Instructional Assistant - Guided Study	\$20.00
Instructional Assistant - Library	\$20.00
Instructional Assistant - Math	\$20.00
Instructional Assistant - MTSS	\$20.00
Instructional Assistant - NTLC	\$20.00
Instructional Assistant - Pool	\$20.00
Instructional Assistant - RtI	\$20.00
Instructional Assistant - Special Education	\$20.00
Dance Accompanist	\$24.00
Lab Supervisor - Art	\$24.00
Lab Supervisor - Science	\$24.00
Music Accompanist	\$24.00
Technical Theatre Director/Designer	\$25.00
Music Specialist	\$29.00
<b>Security Occupational Group</b>	
Campus Security	\$19.00
Campus Security - Evening PT	\$19.00
Campus Security - Lead	\$19.00

<b>Technology Occupational Group</b>	
Technology Education Lab Assistant	\$24.00
User Support Specialist	\$25.00
User Support Specialist II	\$27.00
Instructional Technology Specialist	\$29.00
Hardware Software Engineer	\$34.00
Lead Support Specialist	\$34.00
Web Developer	\$34.00

## **APPENDIX II**

### **ANNUAL WAGE INCREASES**

#### **FY 22 (2021-22)**

- Increases in starting wages per Appendix I
- General increase of 5% for all employees
- Employees below new starting wage raised to new starting wage plus 1% for each current step on previous salary schedule (i.e. new starting wage \$19 and 7 steps:  
 $\$19 \times 1.07 = \$20.33$ )
- Existing employees receive a 5% increase plus 0.25% for each year of New Trier service per seniority list (i.e. employee currently making \$25.34 with 25 years of service:  
 $\$25.34 \times 1.1125 = \$28.19$ ) Calculated by 5% base raise +  $(0.25\% \times 25) = 6.25\%$  for a total 11.125% increase (Years of service is Feb 2021 seniority list + 1 for current year)
- The employees who previously received an hourly wage increase based on the “Certification of Secretarial Positions” side letter from October 9, 2008 will receive 0.5% additional increase in their 2021-22 wages

#### **FY 23 (2022-23)**

- Increase of 4.6% for all current employees, compounding on increase from 21-22

#### **FY 24 (2023-24)**

- The 2023-2024 hourly rates for current employees will be determined by increasing the wages of each current employee by the percentage change in the CPI-U for the 12-month period ending December 31, 2021 plus an experience factor of 1%, not to be lower in total than 1.5% or to exceed 4.0%.

#### **FY 25 (2024-25)**

- The 2024-2025 hourly rates for current employees will be determined by increasing the wages of each current employee by the percentage change in the CPI-U for the 12-month period ending December 31, 2022 plus an experience factor of 1%, not to be lower in total than 1.5% or to exceed 4.0%.

#### **FY 26 (2025-26)**

- The 2025-2026 hourly rates for current employees will be determined by increasing the wages of each current employee by the percentage change in the CPI-U for the 12-month period ending December 31, 2023 plus an experience factor of 1%, not to be lower in total than 1.5% or to exceed 4.0%.

#### **Wage Increases**

- Annual increases increase at 1/2 of the rate of increase for all wages beginning in FY 23 for existing employees earning over \$45/hr or for employees starting on or after January 1 of the prior year
- Starting wages increase 1/2 of the rate of increase for all wages beginning in FY 23 through the conclusion of the agreement

- New hires will be placed at or below the hourly rate of individuals with similar experience for the same or similar position in the same occupational group with the same starting rate



The New Trier Township High School Board of Education and the New Trier Education Support Professionals Association hereby ratify and accept this Agreement.

New Trier Township High School District 203,  
Cook County, Illinois

  
Board of Education President

2/10/22  
Date

New Trier Education Support Professionals  
Association, IEA-NEA

  
Association President


2/10/22  
Date

  
Association President

2/10/22  
Date

**SIDE LETTER**  
**In Unit Positions**

In the spirit of honoring the past agreement of the parties and historical precedence and to protect the unique culture of New Trier School District, the parties agree as follows. The parties agree to honor the current composition of positions in the bargaining unit. The position of Video Engineer will be returned to the unit when the employee currently holding that position retires. In the event that a current unit position changes such that the District believes it falls outside of the unit, the District commits to collaboratively working with the NTESPA Co-Presidents to review the basis for that belief before any such change occurs. If the parties cannot agree regarding the removal of the position from the unit, either party may pursue procedures to clarify the unit with the IELRB with respect to that position. The District further commits that it will not support a unit position becoming an exempt position based on the compensation levels set forth in the Agreement.

  
Board of Education President

2/10/22  
Date

  
Association President

2/14/22  
Date

  
Association President

2/10/22  
Date

## Memorandum of Understanding Rates of Pay

The Board of Education of New Trier Township High School District 203 (the "Board") and the New Trier Education Support Professionals Association (the "Association") are parties to a Collective Bargaining Agreement 2021-2026 ("CBA").

The parties wish to amend the CBA as follows:

1. Section 8.1(C) of the CBA shall be amended as follows:

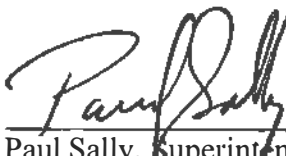
### Salary Adjustment

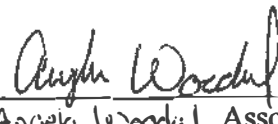
In addition to the hourly rate provided in the 2021-2022 Starting Rates in Appendix II, an hourly rate adjustment as indicated will be applied to the following job titles:

Campus Security Lead	<u>+\$4.50</u> <del>2.50</del> per hour
Campus Security – Evening	+\$1.00 per hour shift differential
Campus Security - Parking Enforcement	+\$0.50 per hour
Campus Security - Shuttle Driver	+\$1.00 per hour
<u>Special Education I.A. Lead</u>	<u>+\$2.00 per hour</u>

All Special Education Department Instructional Assistants assigned to work in the ELS and Transitions programs will receive a \$2.00 increase in their hourly rate during such assignment to provide personal care support. This stipend will be applied to all of their normal work hours during the school year and to additional hours where they are providing support to students that require personal care. This includes summer school, ESY and extracurricular assignments. Employees who have been excused by their supervisor from performing personal care support will not receive the stipend.

2. The parties agree that this MOU shall be in effect until the expiration of the 2021-2026 CBA.
3. The parties agree that this MOU is non-precedential.

  
\_\_\_\_\_  
Paul Sally, Superintendent  
Date: 8/19/24

  
\_\_\_\_\_  
Angela Woodall, Association President  
Date: 8/19/24

To commit minds to inquiry, hearts to compassion  
and lives to the service of humanity.®

<http://www.newtrier.k12.il.us>