

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CASEY-WESTFIELD EDUCATION SUPPORT PROFESSIONALS

AND

THE BOARD OF EDUCATION

CASEY-WESTFIELD COMMUNITY UNIT SCHOOL DISTRICT C-4

2021-2022

2022-2023

2023-2024

ARTICLE I

RECOGNITION

SECTION A

The Board of Education of the Casey-Westfield District C-4, hereinafter referred to as the "Board," hereby recognizes the Casey-Westfield Education Support Professionals/IEA/NEA, hereinafter referred to as the "Association," as the exclusive and sole negotiation agent for all regularly employed full-time and part-time building secretaries, paraprofessionals, bus drivers, and bus aides employed by the Employer, hereinafter referred to as "employee" or "employees," except for the District/unit secretaries, health professional-nurses, technology staff, custodial staff, maintenance staff, bus mechanic, and all supervisory, managerial, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act.

SECTION B

The Board agrees not to negotiate with any Education Support Professionals' organization other than the Association, any individual employee, or group of employees.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION A - Non-Discrimination

The Board will not discriminate against any employee with respect to hours, wages, terms, or conditions of employment by reason of membership in the Association, or in negotiations with the Board, nor shall the Board discriminate against any employee for having instituted a grievance, complaint or proceeding under this Agreement.

SECTION B - Right of Representation

When any employee is required to appear before the Board or an administrator for a formal discussion concerning the continuation of that employee in his/her position of employment as such, the employee shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to an Association representative of the employee's choice, present to advise him/her and represent him/her during such meeting, if the employee so desires. This clause shall not apply to conferences held between administrators and employees pursuant to the normal, routine evaluation procedures of the District.

SECTION C - Personnel File

The Board shall maintain only one official personnel file per employee which file shall be located at the unit office. No evaluative materials shall be placed in the official personnel file unless the employee has had the opportunity to read such material. Each employee shall have the right upon request to review the contents of his/her personnel file, subject, however, to any limitations placed thereon by State and/or Federal law. A representative of the employee's choice may accompany the employee for the review. At the review the employee shall acknowledge that he/she has read the material in the file by affixing his/her signature thereon along with the date. Within thirty (30) days thereafter the employee shall have the right to respond in writing to any material in the file. The response shall be presented to the employee's immediate supervisor for review and the supervisor shall acknowledge that he/she has read the response by affixing his/her signature thereon along with the date. The response shall then be placed in the file. At the employees' expense, he/she shall be entitled to one copy of the material in his/her file subject, however, to any limitations placed thereon by State and/or Federal Law.

An informal building level file may be maintained by an administrator/supervisor on all employees under his/her supervision and can contain notes, memos, or letters related to contacts, conferences or anecdotes which apply to employees in the building.

SECTION D - Dues Deductions

Upon receipt of a written authorization from an employee, the Board shall make payroll deductions for dues, initiation fees, assessments, and other payments for the Association and any authorized increases therein and shall remit such deductions within ten (10) days to the Association at the address designated by the Association. Such authorized deductions shall be made in accordance with law. All dues deduction

authorizations and/or revocations shall be processed exclusively by the Association, and the Association shall be responsible for informing the Board of all authorized deductions and/or revocations. The Association shall indemnify, defend and hold the Board harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Board, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Section.

SECTION E - Meeting, Notices and General Information

The Association shall not be denied the following provided they do not interrupt the ongoing process of education and pre-approval is granted by an appropriate administrator (which pre-approval shall not be unreasonably denied):

1. The use of school buildings for meetings;
2. The use of employee mailboxes, inter-school mail, e-mail, and employee bulletin boards for the purpose of internal communication;
3. The use of school business equipment, e.g., computers/laptops, copy machines, etc., at the per cost charge.

All notices required under this Agreement may be provided to the Association or designated individuals electronically.

SECTION F - Board Minutes

A copy of each board packet, exclusive of documents exempted under the Freedom of Information Act, shall be e-mailed to the President of the Association at such time as it is delivered to School Board Members.

SECTION G - Board-Employee Relationships

The Association and the Board agree that the matters relating to supervisor/employee or Board/employee relationships shall not be discussed in the presence of students.

SECTION H - Board Rights

The Association agrees and recognizes that the Board, on its behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and the Constitutions of the State of Illinois and of the United States.

SECTION I – The Association and Board Meetings

The Association shall be placed on the agenda, upon request, of Board meetings and shall have an agenda made available in the late afternoon prior to each Board meeting.

SECTION J – Complaint Directed Toward an Employee

Whenever administration receives a complaint directed toward an employee, the employee shall be promptly notified of the complaint. Administration and the employee shall work together to determine the best approach to address the complaint.

No complaint against an employee shall be placed in the employee's personnel file unless the employee is given prior notice of same and given an opportunity to attach a response to the complaint. If there is a meeting between the employee and a District administrator regarding the complaint, the employee has the right to an Association representative of their choice at the meeting.

SECTION K – Leadership Council

In the interest of good communication, at the request of the CWESP President and/or the Superintendent, a consultation meeting will be held to consider matters of mutual interest not covered by the collective bargaining agreement. The CWESP and the Board agree that the CWESP President, Vice President, the IEA UniServ Director, the Superintendent, and at least two members of the Board of Education will constitute a consultation committee.

Section L - Association Organizational Insignia

No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises as long as such wearing creates no problem of safety or disrupts the business process.

Section M - Right to Representation

When an employee is required to appear before the superintendent or his/her designee, the employee's immediate supervisor, or the Board regarding possible discipline, the employee shall be entitled to have an Association representative of their choice present to represent him/her. The employee shall also be entitled to representation during any step of the grievance procedure.

ARTICLE III

EMPLOYMENT CONDITIONS OF WORK

SECTION A - Seniority

Section A-1 Definition

Seniority shall be defined as an employee's length of continuous service in a given job classification within the bargaining unit since his/her initial date of employment (the initial date of employment shall be the first day the employee performs work for the District). In the event seniority is otherwise equal, the date of hire by the Board shall prevail.

Section A-2 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, retirement, discharge, or expiration of recall rights.

Section A-3 Seniority List

Annually the Board shall post by job classification, a current seniority list. The employee with the greatest seniority in a classification shall be at the top of the list followed by other employees in descending order. A copy of the seniority list shall be given the President of the Association when it is posted. An employee shall have seven (7) working days from the posting of the seniority list to challenge his/her placement thereon. After the seven (7) day challenge period, the seniority list shall be final.

Section A-4 Lay-Off

In the event it becomes necessary to lay off employees due to a Reduction-in-Force (RIF), employees shall be laid off in the inverse order to their seniority within their specific job classification, provided any senior employee shall meet the job criteria established by the school district for a specific job held by a less senior employee. However, in the event such senior employee fails to meet said job criteria, such senior employee may be laid off instead of the less senior employee. Employees shall be notified as provided by law.

In the event that it is necessary for the District to implement a RIF of employees, the parties agree that employees are not eligible to "bump" employees within their classification who have a greater number of hours per day or a longer work calendar.

1. RIFs within a classification will be processed by seniority (date of initial employment) rank.
2. Employees within a classification can only "bump" a less senior staff member with the same number of work calendar days.
3. Employees within a classification can only "bump" a less senior staff member with the same number of work hours, or less.
4. Employees may bump into a position with the same number or fewer hours per day or calendar days as their RIF'd position.

Section A-5 Recall

In the event the Board determines to reinstate discontinued positions, employees who have been laid off shall be entitled to be recalled to a position in their specific job classification for a period (not to exceed 12 months) from the date of lay-off. Employees shall be recalled in the reverse order of their lay-off. An employee to be recalled shall be notified by certified mail, return receipt requested, of such recall. Failure of the employee to affirmatively respond to such recall notice within five (5) days of receipt of attempted delivery shall preclude said employee's right to recall. Any recalled employee shall meet the job criteria established by the school district for a specific job, or they shall be ineligible for recall.

Section A-6 Employee Evaluation

The work performance of employees shall be evaluated annually the first two years of employment and every other year thereafter. Such evaluation will be in writing and discussed with each employee in a conference between the employee and his/her evaluator. A copy of the written evaluation shall be given to the employee. The instrument used for the purpose of evaluation shall be appropriate to the category of job being evaluated and the items on the instrument shall pertain to that job. Upon initial hire, and yearly thereafter at the beginning of the school year, each employee shall be advised of the supervisor(s) to whom they are responsible and the supervisor responsible for his/her evaluation. An employee shall not be responsible for the written evaluation of a fellow employee.

SECTION B. Disciplinary Action and Due Process

A newly hired employee shall be considered to be a probationary employee for the first two (2) years of his/her employment, and within that probationary period may be discharged at any time without notice, compensation or assigning any reason whatsoever.

The Board acknowledges its belief in a progressive discipline system for all non-probationary employees. For remediable offenses or remediable violations of work rules, disciplinary action will be progressive and except for gross misconduct, in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Board of Education/Superintendent depending upon the circumstances of each case: 1) Verbal Reprimand 2) Written Reprimand 3) One- to thirty- day Suspension Without Pay 4) Discharge.

SECTION C - Job Descriptions

Job descriptions shall be sent to the Association President when they are developed or revised. At the request of the Association President, the appropriate District administrator(s) shall meet with the Association President to discuss such job descriptions. The Association will bring job descriptions which they have reviewed and for which they propose updates or revisions to Leadership Council. Job descriptions raised for discussion shall be resolved by the next regularly scheduled Leadership Council.

The phrase "other related duties as assigned" on any job description shall be interpreted to mean that the other duties are reasonably related to the responsibilities included on the employee's job description.

SECTION D - School Calendar

The Board shall set up a school calendar in accordance with requirements by the State. This calendar may be prepared in cooperation with other districts. Input from the Association will be requested and considered when this calendar is being formed. If five emergency workdays are a part of the calendar and these days are not used for emergency purposes, they will be designated by the Board as school vacation days. School shall be dismissed at 2:00 p.m. the days preceding Thanksgiving, Christmas, and Easter vacations. The Friday preceding and the Monday following Easter shall be included as school holidays.

SECTION E - Notification of Assignment

All employees shall be given notice or a schedule of their assignments for the forthcoming year no later than the last day of the spring semester prior to the assignment. In the event changes in such assignments are proposed, the employee affected shall be notified promptly and consulted with if possible. In the event of an emergency and changes must be made in employee assignments, the employee shall be notified and the teacher shall be allowed to resign if such change is not acceptable.

SECTION F - Internal Substitution

In the event a certified or non-certified paraprofessional is asked by the building administrator to substitute teach or supervise in a classroom, the employee shall be paid at the substitute teacher rate of pay (pro-rated), or their normal hourly rate, whichever is higher.

SECTION G - Paraprofessional Facilities

A reasonable workspace will be provided for each paraprofessional to store his/her instructional and personal materials and supplies. An employee lounge will be provided in each building.

SECTION H - Inclement Weather Closing

At the discretion of the administration, school will be closed for inclement weather or extreme temperature.

- a) School cancellation, early dismissal and delayed starts may be utilized as necessary. When a delayed start is used, employees are expected to report to work at the delayed start time. The delayed start time is determined by adding the delay amount to the regular start time of the employee. For example, if the start time is 7:50am, a 2-hour delay would result in an employee start time of 9:50am.
- b) The cancellation of extra-curricular activities will be considered on an individual basis after discussion with the sponsor/coach, athletic director and administration.
- c) Practices or events may not be scheduled during regular class hours.

SECTION I – Vacancies and Transfers

Section I-1 Job Postings

The primary location of all Job Postings shall be the Casey-Westfield District Web Site. Notices of all bargaining unit job vacancies will be disseminated through District email to the Association president. Notices of vacancies will be posted for a minimum of five (5) business days prior to the scheduled

interviews. Such notices shall state job title, date of filing, procedure for application, and the minimum job requirements or the job description.

Section I-2 Order of Consideration for Job Vacancies

When vacancies exist or new jobs are created, the District shall first consider qualified applicants from among current employees. The term "first consider" shall be interpreted and applied to guarantee each internal applicant an interview during the District's process of hiring a qualified individual to fill the existing vacancy or new job. If no internal applicants are acceptable, the District shall next consider applicants from those eligible employees on lay-off before hiring from outside the District.

Section I-3 Involuntary Transfers

An involuntary transfer is defined as a transfer that is not agreeable to the employee involved in the transfer. The appropriate District/Building administrator shall notify the employee of the proposed involuntary transfer when the necessity for the transfer becomes apparent. The administrator shall discuss the reasons for the transfer with the employee. At the employee's request, an Association representative of their choice may be present.

Involuntary transfers shall be based on such factors as District seniority, employee job performance, the desires of the employee to the extent possible and the needs of the District.

SECTION J - Medications and Procedures

In accordance with State law, no bargaining unit employee shall be required to dispense medications, unless in an emergency. The Board shall defend and indemnify any bargaining unit employee who is required by the District to dispense or administer medication as set forth in Board Policy or State law. Any communication with external medical staff (e.g., doctor office, clinic, or hospital) regarding medical information or procedures for any student shall be done with the assistance of nursing staff or administration, if requested. This shall not apply to routine records requests.

SECTION K - Breaks and Meals

An employee who works at least six (6) continuous hours shall receive a 30-minute duty-free meal break that begins within the first 5 hours of the employee's workday.

The District accommodates employees who are nursing mothers according to State and Federal law.

SECTION L - Employee Orientation

Employees shall receive annual wage statements containing the following information:

- a. number of days in work year
- b. hours per day
- c. hourly rate
- d. classification

SECTION M - Payment of Bus Driver Expenses

Bus Drivers will obtain a physical examination every year as required by law. The Board will pay to cover the cost of annual, random and pre-employment physicals, as well as annual drug and alcohol screenings. Cost will also be covered for CDL licensing, school bus driver's permit, Illinois School Bus Driver's Permit (T-9) Card, and fingerprinting. Employees will forfeit a prorated deduction of the advanced expenses from their last paycheck should they not work for the District for a period of one calendar year from their official starting date as a bus driver/substitute bus driver.

SECTION N – Bus Driver Conditions of Work

- All Drivers shall be paid a minimum of four (4) hours for all regularly scheduled bus routes. This excludes mid-day routes, which are a minimum of two (2) hours.
- Any work beyond forty (40) hours/week will be paid at time and ½ the regular hourly rate of pay.
- District buses are to be used for school related activities and/or operations only. Buses shall not be used for personal business.
- At the beginning of the school year, after receiving permission from the Superintendent and/or the Director of Transportation, buses may be parked at the home of the Driver to which the bus is assigned.

Section N-1 Extra Duty Trips

For all extra duty trips scheduled in addition to regular routes and on all days when school is not in session, the following process will be used to assign additional time:

- Drivers will complete an extra duty form at the annual bus refresher meeting or prior to the start of the school year indicating whether or not they want to drive for extra trips for that school year, and the form shall be maintained by the Director of Transportation.
- Drivers may add or subtract their name from the list at any time but must do so in writing. The Director of Transportation shall arrange the list in order of seniority.
- To assign extra-duty trips, the Director of Transportation (or another administrator) shall start with the most senior employee on the "Extra Duty Trip" list. The Director will then move down the list and assign all other trips by seniority. Drivers will receive notification of their assignments by email, text, or posted at the bus barn.
- The Director (or another administrator) shall pick up where he/she left off on the seniority list. The Director (or another administrator) will return to the top of the list when he/she reaches the end.
- The Director of Transportation will assign drivers for trips in an effort to equally distribute the extra duty trip hours to all drivers on the current extra trip list.

- The District agrees that Drivers who are assigned to overnight trips shall be paid for all time spent on the trip except for sleep (8 hours) and up to 3 meal breaks per 24-hour period. Each meal break shall not exceed 30 minutes.
- Every attempt will be made to notify a scheduled Driver of a cancelled event as soon as possible. If a driver is not notified and is already en route to pick up students, the Driver will be paid for 1.5 hours. If the trip is cancelled or duration shortened due to a tournament situation, inclement weather, or circumstances beyond the District's control (such as power outage at the opposing school, the field is flooded and unplayable, etc.), and should the Driver already be dispatched, then the Driver will be paid for a minimum of 1.5 hours.

Section N-2 Posting of Pertinent Information

The District shall supply each Driver a roster of students assigned to his/her bus. Bus Drivers shall be advised of any special requirements as provided in a special education student's IEP relevant to the transportation of that student on the Driver's bus.

Section N-3 Safety Regulations

All buses shall be safe and in compliance with State of Illinois and Federal regulations and shall include an operable fire extinguisher, First Aid Kit, working lights, rearview mirrors, good windshield wipers and washers, operating heaters, flares or warning markers, broom, working speedometer, long-handled scraper, a working radio, a blood borne pathogens kit, clean rags, and operating horn.

SECTION O - Contracting Out

The District shall only contract work out in accordance with then applicable State law. The District will not contract out employment in the existing classifications in the CWESP/Board of Education Collective Bargaining Agreement except for:

- a. emergency situations where additional assistance is needed immediately beyond current employee staffing. Management will make a concerted effort to use bargaining unit employees first; or
- b. situations when a crisis exists in terms of completing work or tasks before deadlines or on a timeline;

Contracting out may occur in Item (a.) with timely notification of CWESP leadership. No contracting out may be done at all in Item (b.) without first discussing it with CWESP leadership.

ARTICLE IV

COMPENSATION AND FRINGE BENEFITS

SECTION A - Experience Credit and Movement on the Salary Schedule.

Section A-1 Advancement Dates

Movement on the salary schedule, attached as Appendix A, occurs on July 1. All employees hired between July 1 and the first day of second semester shall receive wage schedule advancement. Those hired after the first day of second semester shall receive no wage schedule advancement for that year.

Section A-2 New Hires

To receive credit under this Section, new employees must provide proof of prior work experience prior to the expiration of their probationary employment period. New hires on or after July 1, 2021 shall be given year-for-year credit up to three (3) years (which would result in a placement on a step no higher than Step 3) for prior experience directly related to their position.

Section A-3 Employee Hired Into Another Position

The parties acknowledge that the District benefits when employees seek other positions in which to utilize their experience and expertise. Effective July 1, 2021, if a bargaining unit member who is employed by the District for 12 months or longer applies for and is hired to fill a vacant, new, or created position with a starting wage rate that is higher than the starting wage rate of his/her current position, the employee shall be paid so that their rate of pay does not result in a wage rate that is less than what the employee would have earned if he/she was treated as a "new hire" into that position.

Section A-4 - Payment of Paychecks

Employees shall be paid on consecutive 24 semimonthly dates beginning with the first pay period in their contract and ending with a pay period after fulfillment of their contract. The usual pay dates will be on or before the 15th and 30th of each month. Direct deposit is required for all employees.

Section A-5 - Part-time

Employees shall receive prorated benefits based upon the percentage of their contract status.

Section A-6 - Section 125

The District will allow voluntary inclusion into an IRC 125 Plan (Cafeteria Plan). The plan shall include provisions for health insurance premium cost, medical expenses, and childcare.

Section A-7 - Health Insurance Contribution

The District shall offer an ACA compliant individual health insurance plan. The District shall contribute the following amounts per month toward payment of the district individual health insurance premium with the employee paying the remaining premium. Insurance is available to all employees working 30 or more hours per week.

- 2021-2022 \$450 per month
- 2022-2023 \$475 per month

- 2023-2024 \$475 per month

At least annually, and when the district bids health insurance coverage, the district will work with a committee appointed by the CWEA and support staff members, selected by the CWESP Executive Board to review health insurance plans and bids. The committee shall make recommendations to the Board of Education regarding health insurance plans, and the committee shall collaborate with the Board and administration regarding the plans and bids, but the Board of Education shall have the right to make the final selection and award the contract.

Section A-8 - Employee Withholding

Employees may participate in payroll withholding for cafeteria plan expenses, supplemental insurance and investments according to each plan's guidelines.

Section A-9 – Retirement Incentive

An employee meeting the following eligibility conditions shall have their normal hourly wage increased by six percent (6%) over the employee's prior year of employment respectively.

After the employee has completed ten (10) years of full-time service with the District, he/she is considered eligible to apply for the retirement bonus by meeting one of the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District; or
2. Be at least fifty-five (55) years of age and meet the eligibility criteria of eleven (11) years of creditable service as defined by IMRF at the time of retirement. (This notice must be accompanied by a "Benefit Estimate" confirmation of total years of service from the IMRF.)
3. Up to four years before retirement, submit an irrevocable letter of retirement on or before the first day of school of the year the incentive is to commence.

In the event the employee has submitted an irrevocable letter of retirement, but fails to meet the eligibility requirements because of illness or life-changing circumstances, the Board in its sole discretion may allow the employee to rescind the letter of retirement providing the employee returns all creditable earnings paid to the employee in excess of the amount the employee otherwise would have received under the collective bargaining agreement for such year(s) in which the retirement incentive(s) were paid.

All calculations for increased IMRF wage rate will be based on the IMRF wage rate in the year prior to the submission of the irrevocable notice of retirement. Once the employee submits an irrevocable notice of retirement, in no case will the employee's IMRF creditable earnings increase exceed six percent (6%) of the previous year, consistent with the then-current rules of IMRF.

If during the term of this Agreement legislation is enacted and/or administrative rules are implemented that require the Board to pay a penalty to IMRF or incur a greater cost than the costs generated by this Section by reason of an employee retiring, the provisions of this Section shall be null and void.

Section A-10 – Extracurricular Duties

Payment for extra duties shall be paid according to the extra-curricular duty schedule listed as Appendix B in the Casey-Westfield Education Association CBA.

ARTICLE V LEAVES

SECTION A – Temporary Absence and Sick Leave

The School Board shall grant all nine-month full-time employees sick leave provision of ten (10) days and all 12-month full-time employees sick leave provision of twelve (12) days at full pay each year. All 12-month full-time employees shall receive two weeks paid vacation leave. Once an employee reaches twenty (20) years of total service (both in and out of district) and has accrued a minimum of 120 sick leave days in the district, he/she will receive seventeen (17) sick leave days per year. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of 360 days at full pay, including the leave of the current year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. The School Board may require a physician's certificate as a basis for pay during an absence of more than three (3) days for personal illness, or as it may deem necessary in other cases. At no time will more than thirty (30) consecutive days of absence be allowed as paid sick days without a physician's certification.

For purposes of this article, immediate family shall include parents, stepparents, spouse, domestic partner, brothers, sisters, children, stepchildren, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, or members of the immediate household.

SECTION B - Personal Leave

Three (3) personal days per year will be granted to each employee. No more than two personal leave requests will be approved per building on any given date unless an extreme circumstance exists.

Personal leave requests must be made in writing at least three (3) days in advance (if possible) to the building principal or supervisor.

Should the date be approved by the building principal or supervisor, there will be no deduction in salary. Unless an extreme circumstance exists, the day before and the day following school vacations or holidays will not be approved as personal days. Unused personal leave days will be added to the accumulated sick leave.

SECTION C - Leave of Absence

Leaves of absence without pay may be granted to full-time employees subject to recommendations by the Superintendent and approval by the Board. Leaves of less than one (1) month, if acceptable to and approved by the Superintendent, shall not require Board approval.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to employees according to the following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

2. Dates of departure and return must be mutually acceptable to the employee and administration and determined prior to any final action on the request. After disposition by the Board, the employee shall be notified in writing of said disposition.
3. Leaves may be granted for:
 - a. study leading to a degree and a professional educator license at an approved university;
 - b. educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - c. military service;
 - d. parental leave;
 - e. other reasons acceptable to the Superintendent and/or Board.
 - f. Employees on such leaves may continue insurance benefits (if agreeable to the insurance company) provided the cost of such benefits shall be borne entirely by the employee.
 - g. Employees will not advance on the salary schedule while on the approved leave of absence without pay unless working at least ninety (90) days or one (1) semester, whichever is less, during the school year in which the leave was taken.
 - h. The Board may waive the above restrictions at its discretion.

SECTION D - Temporary Leave Without Pay

An employee desiring to take time off work without pay must secure permission to do so from his/her immediate supervisor and superintendent. Docked days may not be used in conjunction with personal days to circumvent board policy.

It is not desirable that days be taken off work for personal vacations or holidays except in extreme or special circumstances.

Employees continuously taking off days from work may be subject to remedial action.

SECTION E - Professional Leave

An employee wishing to request approval for professional travel at district expense and without loss of pay will make application to his/her immediate supervisor. The supervisor will forward the request with a recommendation to the Superintendent. The Superintendent will approve or deny the request after considering the merits of the request and the availability of budgeted funds. A separate fund shall be maintained for meetings deemed mandatory by the administration or the state.

Employees attending a half-day conference shall be allowed a thirty-minute duty free lunch period along with travel time to and/or from the conference location.

SECTION F - Approved Leaves: Insurance Benefits

Employees on approved leaves may continue their insurance benefits provided they reimburse the district for the cost of the insurance and if allowed by the insurance company.

SECTION G - Association Leave

- The Board shall provide a total of two (2) non-accumulative association leave days per year, without loss of pay, for use at the discretion of the Association Executive Board for the sole purpose of attending Association meetings.
- The Board shall provide two (2) non-accumulative association leave days, without loss of pay, for which the Board and the Association will share equally the cost of substitutes at the current substitute rate.
- The Board may grant two (2) additional days, without loss of pay, for which the Association will bear the cost of substitutes at the current substitute rate. Such leave shall be available upon two (2) days' advance notice, if possible, to the superintendent.

SECTION H – Bereavement Leave

The Board will grant a full-time employee and a part-time employee employed 50% or more of the time up to two (2) additional working days per year for the death of a member of the employee's immediate family, as defined herein. Sick leave shall not be charged for the use of these two (2) bereavement leave days under this Section. Immediate family shall be understood to include an employee's spouse, child, step-parent, step-child, grandchild, mother, father, brother, sister, aunt, uncle, grandparent of either the employee or employee's spouse, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and partners in a civil union. The District reserves the right to require documentation of appropriate usage. Other accrued leave may be used as additional bereavement leave upon exhaustion of the two (2) "base" bereavement leave days.

SECTION I – Holidays

Unless the District receives a waiver or modification of The School Code pursuant to Section 2-3 25g allowing it to schedule school on a holiday listed below, bargaining unit employees will be paid for the following holidays, if it falls within the employee's scheduled work period, but will not be required to work on:

New Year's Day
Martin Luther King Jr.'s Birthday
Abraham Lincoln's Birthday
Casimir Pulaski's Day
Christmas Eve
Christmas Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Independence Day
Friday before Easter

The District has received a waiver allowing school on Veterans' Day, Abraham Lincoln's Birthday, and Casimir Pulaski's Day. Employees will receive holiday pay, in addition to the normal rate of pay, for Veterans' Day and Casimir Pulaski's Day. Employees will be paid for, but not required to work, President's Day in lieu of Abraham Lincoln's Birthday.

Building secretaries and paraprofessionals will be allowed to leave on early dismissal days preceding any holiday after student dismissal when their responsibilities are completed and turn in a full day on their

timecard. If required to work the entire regularly scheduled workday, the superintendent will designate an alternate day to observe the hours that were worked.

SECTION J – Religious Holidays

The Superintendent shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five days' prior notice and the absence does not cause an undue hardship. Employees may use earned vacation time or personal leave to make up the absence, provided such time is consistent with the District's operational needs. A per diem deduction may also be requested by the employee.

SECTION K – Sick Leave Bank

Maximum days per year donated:

An employee may donate up to 4 (four) days per year.

Maximum days received:

An employee may receive up to 45 (forty-five) days per year.

Maximum total days available:

No more than 120 sick leave days may be used per year in the school district.

The purpose of the Casey-Westfield Sick Leave Bank is to provide additional paid leave for employees who have exhausted their accrued sick, personal and vacation leave benefits as a result of a catastrophic illness or injury to the employee or an immediate family member of the employee. It is not to provide unlimited paid sick leave for any medical reason, but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury. Catastrophic Illness or Injury is defined as a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, personal and vacation leave time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

An employee must use all available sick, personal and vacation days before using sick leave bank days, but the employee may request sick leave bank days in anticipation of need. The employee must file a written request for sick leave bank days with the superintendent stating the reason for the request. The superintendent shall approve or deny the request. Appeals of a denial may be made to the Board of Education within 30 days.

For approved requests, the superintendent informs the employees that an employee has requested sick leave days to be donated. An employee desiring to donate days, fills out a donation form indicating the number of sick leave days (up to four) being donated to the requesting employee. If more than employee donates sick leave days, a lottery is used to determine order of use. Any sick leave days not used by the requesting employee are returned to the donating employee.

SECTION L – Family and Medical Leave Act

The Board agrees that written requests for Family and Medical Leave under the Family and Medical Leave Act (FMLA) shall be processed in accordance with the applicable FMLA rules and regulations.

SECTION M - Military Leave

Military leave and compensation will be granted in accordance with Federal and State law.

SECTION N - Jury Duty

The Board shall pay full wage during the time an employee is on jury duty. Jury duty remuneration for such services while being paid by the District shall be turned over to the District, but such amounts turned over shall not exceed the wages paid by the District for such time period. If jury duty does not interfere with regular working hours, the remuneration accrues to the employee. The employee shall provide proof of jury duty service on a form provided by the District.

ARTICLE VI GRIEVANCE

SECTION A - Definition of Grievance

A "grievance" for the purpose of this agreement shall be defined as an alleged violation, misinterpretation, or misapplication of any of the specific provision of this Agreement.

"Days" shall mean school days, except during summer break. During summer break, "days" shall mean business days.

SECTION B - Covered Parties

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

Failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or staff.

SECTION C – Procedure

Step 1 - An attempt shall be made to resolve any grievance in informal, verbal discussion between the employee, the employee's Association representative, and his or her principal or supervisor.

Step 2 - If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, within ten (10) days' time of the date that either the Employee or the Association affected knew or should have known of the alleged violation, misapplication, or misinterpretation, discuss the matter with the appropriate principal or supervisor. An Association representative, of the employee's choice, will accompany the employee during the Grievance procedure. The written grievance shall state the nature of the grievance, shall note the specific clause which is the basis of the grievance, and shall state the remedy requested. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) school days after receipt of the grievance.

Step 3 - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within ten (10) school days of the principal's or supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the employee, the employee's Association representative of choice, and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the principal or supervisor.

Step 4 - If the Association is not satisfied with the disposition of the grievance at Step 3, it may within thirty (30) days of the Step 3 response submit the grievance to final and binding arbitration. The

arbitration proceeding shall be conducted under the auspices of the Federal Mediation and Conciliation Service.

Expenses for the Arbitrator's services shall be borne equally by the School District and the Association. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

SECTION D - Other Forum

If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

SECTION E - Bypass to Superintendent

If the Association and the superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

SECTION F - Bypass to Arbitration

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

SECTION G - Class Grievance

Class grievance involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

SECTION H - Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

SECTION I - No Reprisal

No reprisals shall be taken by the board or administration against any employee because of the employee's participation in a grievance.

ARTICLE VII

NEGOTIATION PROCEDURE

SECTION A - Mutual Responsibility

The Board and the Association agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith pursuant to the Illinois Education Labor Relations Act and its Rules and Regulations.

SECTION B - Initiation of Negotiations

When either party executes written notification to the other party prior to April of the year the contract terminates that it wishes to renegotiate the Agreement, the Board and Association shall meet no later than May 1, unless both parties agree to a later date, to exchange complete proposals, and negotiations shall continue in an effort to reach an agreement.

SECTION C - Conferred Powers

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Association and the Board for ratification.

SECTION D - Tentative Agreement

When the Association and the Board reach tentative agreement on all matters 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.

SECTION E – Mediation

If after a reasonable period of negotiation and within 90 days of the scheduled start of the forthcoming school year, an agreement is not reached on all items, either party may request to the other party to enter into mediation. When mediation is requested, the parties will jointly request that Federal Mediation and Conciliation Service appoint a mediator from its staff. Should the Federal Mediation and Conciliation Service be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. The costs of the mediator shall not, without the consent of both parties, recommend terms of settlement or make any findings of fact.

SECTION F - Copies of Final Agreement

After an agreement has been ratified by the membership of the Association and approved by the Board one copy of the document, after having been proofread and agreed to by the negotiating teams, will be prepared and made available to each employee

ARTICLE VIII

EFFECT OF AGREEMENT

SECTION A - Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. It is understood that all rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall not take any action which shall violate any of the specific provisions of this Agreement.

SECTION B - Individual Contracts

Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this agreement.

SECTION C - Recognition of This Agreement

This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Association.

SECTION D – Separability

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

SECTION E - No Strike

During the term of this agreement, no member of the Association shall participate in a strike against this district. Any employee violating this provision may be subject to discharge from employment by the Board.


SECTION F – Duration

This Agreement shall become effective on August 1, 2021 and shall continue in effect until August 1, 2024.

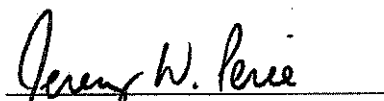
This agreement is executed this 27th day of May, 2022 in witness thereof:

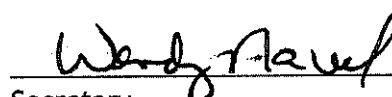
FOR THE CASEY-WESTFIELD EDUCATION SUPPORT PROFESSIONALS ASSOCIATION


President


Secretary

FOR THE BOARD OF EDUCATION
CASEY-WESTFIELD COMMUNITY UNIT SCHOOL DISTRICT C-4


President


Secretary