AGREEMENT

between

Board of Education of Rockford School District Number 205 Winnebago and Boone Counties, Illinois

and

Educational Office Personnel Association

July 1, 2018 through June 30, 2021

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ARTICLE 1 - RECOGNITION

The Board of Education of Rockford School District Number 205, Winnebago and Boone Counties, Illinois, hereinafter the "Employer" hereby recognizes the Educational Office Personnel Association, IEA/NEA hereinafter "EOPA" as the sole and exclusive bargaining representative for all full-time and regular part-time secretaries and clerical employees of Rockford School District Number 205 including, but not limited to, the positions identified in Appendix A; excluding clerical support to the Board, Superintendent, Attorney, Cabinet members, and additional confidential clerical support positions to be designated by the Superintendent [total of the foregoing confidential clerical support positions not to exceed twenty (20)], supervisors, managerial employees, confidential employees, short-term employees and students as defined in the Illinois Educational Labor Relations Act. The Superintendent shall designate, in writing to the President of EOPA, any additions or deletions of confidential positions at least thirty (30) calendar days prior to making such additions or deletions. If the position of an EOPA bargaining unit member is reclassified to a confidential position and the EOPA bargaining unit member does not fill the confidential position, then the EOPA bargaining unit member will be surplused subject to the terms of Article 25, Section A (Surplus). A RIF'd or displaced confidential/excluded employee shall not have the right to be transferred to an EOPA position. Such a displaced confidential/excluded employee shall have the right to apply for vacant EOPA positions subject to the terms of Article 13, Section B(1) and B(2) of this Agreement.

ARTICLE 2 - TERMS AND EFFECTS OF AGREEMENT

Section A - Legality

Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section or clause.

Section B - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

Section C - Non-Discrimination

Neither the Employer nor EOPA shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, marital or parental status, sexual preference, handicap, or membership or non-membership in the union.

Section D - Individual Contracts

Any individual contract between the Employer and an employee heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 3 - FRAMEWORK FOR COLLECTIVE BARGAINING

EOPA shall notify the Employer of its intent to bargain not less than sixty (60) days before the expiration of this Agreement. The parties mutually agree that it is undesirable to interrupt the school program or the occupational responsibilities of the Board members for the purpose of negotiations. Therefore, every effort will be made to schedule meetings when all parties are free from such responsibilities. When negotiations are conducted during regular work hours, released time shall be provided for EOPA's negotiating committee members.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. The Illinois Educational Labor Relations Board shall be notified.

Within thirty (30) days after the agreement is signed, copies of this Agreement shall be printed at the expense of the Employer and presented to each bargaining unit member now employed or hereafter employed. In addition, the Employer shall provide EOPA copies of the Agreement without charge to EOPA.

ARTICLE 4 - STRIKES AND LOCKOUTS

The parties, desiring orderly and peaceful relations between the Employer and its secretarial and clerical employees, and uninterrupted operations of the public schools, hereby agree that during the term of this Agreement:

- 1. Except in situations beyond the control of the Employer, including without limitation, riots, insurrection, acts of God, strikes or other acts of unrest, the Employer shall not lock out any EOPA bargaining unit member/members; and
- 2. EOPA and members of the bargaining unit shall not engage in any strikes, work stoppages, slowdowns, sick-ins, or any other interruptions or withholding of services by the Employer's EOPA bargaining unit member/members which would disrupt the operations or administration of the Employer of any of its programs, sites or other employees, agents, or contractors. EOPA bargaining unit member/members shall not honor (by withholding of services) the withholding of services by other employees of the Employer, whether or not such withholding of services is legal.

The Board retains and reserves the exclusive responsibility for proper management of the School District conferred upon and vested in it by the Statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights typically include but are not limited to the right:

- 1. To maintain executive management and administrative control of the School District and its properties and facilities, and the activities of its employees as related to the conduct of school affairs.
- 2. To hire, direct, assign, transfer, evaluate, and promote all employees and to determine their qualifications and the conditions for their continued employment, dismissal or demotion, unless limited by the terms of this Agreement.
- 3. To establish, modify and terminate, in whole or in part, programs and courses of instruction, including special programs, to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board, and to determine the methods and means of providing these programs and courses of instruction.
- 4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of job performance according to current written Board Policy, unless limited by the terms of this Agreement.
- 5. To subcontract work assignments of a temporary nature for employees who hold positions not occupied by regular employees, through contract employee status. "Temporary Nature" shall be defined as the filling of a position for less than one (1) fiscal year. The examples of this kind of temporary work assignment would be that provided by an agency supplying such employees to the School District for a fee and/or by certain individual or individuals working for the School District as independent contractors.
- 6. The exercise or non-exercise of the rights hereby retained by the Board shall not be deemed to waive any right vested in it by the Statutes and Constitutions of the State of Illinois and the United States, or the right to exercise the same in some other way in the future.

ARTICLE 6 - ASSOCIATION RIGHTS

Section A

EOPA and its representatives shall have the right to use school buildings or other work sites for meeting outside school hours, provided that when special custodial service is required, the Employer may make a reasonable charge.

Section B

Duly authorized representatives of EOPA and their respective affiliates shall have the right to transact official EOPA business on school premises providing such business does not interfere with the operations of the Employer.

Section C

Within ten (10) days following Board action, names and addresses of newly hired employees shall be provided by the Employer to the President of EOPA.

Section D

To facilitate communications between EOPA bargaining unit member/members and their representatives, the Employer agrees that EOPA may make reasonable use of inter-school distribution facilities and services as well as bulletin boards in employee work areas. Any material posted must bear the signature of any EOPA officer or member and removal date. EOPA shall have the right to use school audio-visual and specified business equipment when reservations have been made with supervising administrator or central office.

Section E

The Employer agrees to inform EOPA of any changes on forms which directly affect the bargaining unit employees such as transfers, leave policies, evaluation or other personnel related forms.

ARTICLE 7 - UNION SECURITY

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join EOPA or pay a fair share fee to EOPA, equivalent to the amount of dues uniformly required of members of EOPA, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to EOPA by a certain date, as established by EOPA, the Employer shall deduct the fair share fee from wages of the non-member.

Such fee shall be paid to EOPA by the Employer no later than ten (10) days following deduction.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to EOPA. Upon proper substantiation and collection of the entire fee, EOPA will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per EOPA policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, EOPA agrees to defend such action, at its own expense and through its own counsel, provided:

- 1. The Employer gives immediate notice of such action in writing to EOPA, and permits EOPA intervention as a party if it so desires; and
- 2. The Employer gives full and complete cooperation to EOPA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

EOPA agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. Exception

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 8 - LABOR/MANAGEMENT COMMITTEE MEETINGS

- A. The Labor/Management Committee shall consist of four (4) EOPA representatives, three (3) administrators and a Board member or his or her designee.
- B. For the purpose of maintaining communications between labor and management, to cooperatively discuss and solve problems of mutual concern, including safety concerns, labor/management meetings shall be held upon the request of either party as needed. A meeting will be scheduled within a reasonable time period after a request for a meeting has been made.
- C. The requesting party shall prepare and distribute an agenda that includes all items submitted by any members of the committee at least three (3) days prior to the scheduled meeting. The meetings shall be scheduled at a mutually agreeable time, date, and place.
- D. Labor Management Committee meetings are not intended to substitute for or waive the collective bargaining process.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section A - Definition

- 1. A "grievance" shall mean a claim by EOPA or an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- 2. Grievances may be processed by an employee or EOPA on behalf of an employee not later than ten (10) days from the date the grievant(s) become aware of the occurrence giving rise to the complaint.
- 3. All time limits consist of work days, defined as days the Administration building is open.
- 4. The Employer will agree to meet bi-weekly, if necessary, to discuss the status of unresolved grievances.
- 5. The Employer, upon receipt of a written request from the Union, will furnish the Union with information relevant to the processing of a grievance filed under this Article.
- 6. The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve the problem through free and informal communications. When requested by an employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. When the informal process is used, the timelines in this Article shall be suspended. At any time the Association determines that the informal process is not productive in reaching an agreeable solution, the formal process shall be initiated. The timelines will be reinstituted with written notification of the formal grievance. The informal process must be initiated in writing prior to the expiration of the timelines set forth in Step 1. An email message is sufficient for this purpose. If the parties fail to resolve an issue within 20 working days from the initiation of the informal process (notification and acknowledgement) and the Association has not advanced the grievance formally, the grievance shall be considered withdrawn. The parties, however, may mutually agree to extend the 20 day period. For issues involving employee discipline, the Association shall copy the Department of Human Resources on the notice of the informal process request and shall involve the Department of Human Resources in this process.

Section B - Purpose

- 1. The purpose of this Article is to secure at the lowest possible administrative level, equitable solutions to grievances which from time to time arise. Both parties agree that these proceedings will be kept informal and confidential.
- 2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention of EOPA, provided the adjustment is not inconsistent with the terms of this Agreement.

Section C - Procedures

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve the problem through free and informal communications. When requested by an employee, an EOPA representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee, a grievance may proceed as follows:

Step 1:

The employee or EOPA may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting including the involved supervisor, the grievant, and the EOPA representative to take place within five (5) working days after receipt of the grievance. Within five (5) working days after the meeting, the grievant and EOPA shall be provided with the supervisor's written response including the reasons for the decision.

Step 2:

If the grievance is not resolved at Step 1, then EOPA may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step 1 answer. The Superintendent or designee shall arrange with the EOPA representative for a meeting to occur within five (5) working days of the Superintendent's or designee's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) working days after the meeting, EOPA shall be provided with the Superintendent's or designee's response, and reasons for the decision.

Step 3:

If EOPA is not satisfied with the disposition of the grievance at Step 2, or if the Superintendent or designee fails to comply within the specified time limit, then the grievance may be submitted within thirty (30) calendar days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Illinois Educational Labor Relations Board which shall act as administrator of these proceedings. If a demand for arbitration is not filed within thirty (30) calendar days, then the grievance shall be considered withdrawn. For purposes of calculating the thirty (30) calendar day period under this Step 3, thirty (30) calendar days begins on either a) the day following the date of EOPA's receipt of the Superintendent's or designee's response to Step 2, or b) the day following the date on which the Board Attorney's response to Step 2 was due, whichever date is earlier.

Presentations before the arbitrator shall not include any grounds or evidence except those which were presented at Steps 1 or 2.

The arbitrator has no power to alter, add to, or subtract from this Agreement between the parties. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements as are judged proper. Each party shall bear the full costs of its presentation before the arbitrator and will pay one half the costs of the arbitrator and, where applicable, the court reporter.

Section D - Time Limits

- 1. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits (and where there has been no mutual agreement of extension) shall be considered withdrawn.
- 2. Time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step. Any agreement to extend any time limit(s) must be reduced to writing and signed by the Employer and EOPA.
- 3. EOPA Participation Employee Represented The Employer acknowledges the right of EOPA'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 EOPA's representative is not present.
- 4. Bypass to Arbitration If the Board Attorney and EOPA mutually agree, a grievance may be submitted directly to arbitration.
- 5. Class Grievance Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by EOPA at Step 2.

ARTICLE 10 - EMPLOYEE DISCIPLINE

Section A - Misconduct

- 1. It is recognized by EOPA that the Employer has the right to establish honest and fair working requirements for its employees. EOPA further agrees with the Employer that the tenets of progressive and corrective discipline will be followed and be based upon reasonable grounds, with fair and honest reason, and in good faith. Every reasonable attempt will be made to resolve the issue at the lowest appropriate level. Such disciplinary action shall be for just cause to include, but not be limited to, the following progression.
 - · Documented Oral Reprimand that includes recommendations on how to correct the alleged deficiency
 - Written Reprimand that includes recommendations on how to correct the alleged deficiency (see recommended form on the shared drive)
 - Suspension not to exceed 3 work days
 - Suspension not to exceed 10 work days
 - Discharge
- 2. If the Employer has reason to discipline an employee after an oral reprimand, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the employee. The EOPA President and Uniserv Director shall also be given notice, within 5 working days of receipt by the Human Resources Department, of any written notice that will be placed in the personnel file.
- 3. EOPA and the employee will be given notice two (2) work days before any meeting which reasonably could result in disciplinary action. The employee will be given the right to EOPA representation of their choice. If, in the opinion of the Employer, the employee poses an immediate threat to the employee/employee relationship, i.e., insubordinate conduct or danger to the employee, the Employer or other personnel at the work site, the two (2) work day notice will be waived. In such cases, the EOPA President will be immediately notified.

Section B - Timely Notification

Any adverse action initiated by the Employer or its designee under the provisions of this Article must be reduced to writing, with a copy mailed to the employee, within ten (10) working days of the date the employer or its designee knew of the occurrence which is the subject of the action, and a copy mailed to the EOPA President.

1. The Board reserves the right to have a staff member examined by a licensed physician/psychologist selected and paid for by the Board. In the event the staff member, so examined, does not concur with the report of an examination rendered by the physician/psychologist so selected by the Board, the staff member, at his/her own expense, may obtain a report of an examination by a physician/psychologist of his/her own choice. If the two reports thus obtained do not agree, a third physician/psychologist shall be selected by the two physicians/psychologists who have examined the staff member, and the report or opinion of the examination by such physician/psychologist so selected shall be final and binding on the parties regarding the staff member's personal illness. If a third/final opinion is required and the employee is deemed able to return to work, the district will reimburse the employee for the third opinion up to 200 miles total.

ARTICLE 11 - PERSONNEL FILE

Section A

Every employee shall have the right to examine, in the presence of the person responsible for the files, the contents of that employee's building and central office personnel files. The administration shall have the opportunity to withdraw any confidential recommendations received prior to or after employment, provided such requests for confidential recommendations were made prior to employment. "Employment" for the purpose of this section, means the date on which a new employee starts to work for the Employer, not the date the employee is actually approved by the Board of Education, if the date of approval is later than the actual first day of work.

Section B

An employee shall examine and be offered the opportunity to initial all material of an evaluative nature to be placed in his/her personnel file prior to its inclusion in the file. An employee's initials or signature on any materials of an evaluative nature shall only signify that he/she seen the material but that they do not necessarily agree with its content. An employee may, within ten (10) working days of the date on which he/she became aware of the evaluative material, present in writing a response to the evaluation to be included in the personnel file.

Section C

Only material of which the employee has full knowledge at least forty-eight (48) hours in advance of any proceedings shall be used in any proceedings against said employee.

Section A

Seniority is defined as the current period of continuous full-time employment in the EOPA bargaining unit. A regular ten (10) to twelve (12) month employee shall be considered as being in continuous full-time employment.

Section B

Seniority is terminated upon the following:

- 1. Resignation
- 2. Dismissal for cause
- 3. Retirement
- 4. Being on layoff or on a leave of absence for a period of eighteen (18) months [except where the leave is taken pursuant to Article 21, in which case, seniority will terminate at the end of two (2) years if the employee does not return to work].

Section C

Seniority is retained but shall not accrue during the following:

- 1. Unpaid leave of absence
- 2. Periods of layoff

Section D

Seniority continues to accrue during the following:

- 1. Paid leave of absence
- 2. Temporary disability
- 3. Absences covered by Illinois Worker's Compensation laws

Section E

Ties in seniority as herein defined shall be broken by the following in order:

- 1. Most continuous years of full-time employment
- 2. Previous EOPA bargaining unit service will be counted for the sole purpose of determining ties in seniority when the current period of continuous full-time employment is equal. Previous bargaining unit service is defined as prior employment in the EOPA bargaining unit whether in a full-time or part-time capacity. Part-time bargaining unit employment will be counted on a pro rata basis.
- 3. Lot

Section F

The Executive Board of EOPA shall have super-seniority with respect to layoffs only. Super-seniority shall be defined as the right to retain a position if another member of the unit would otherwise have the right to bump the EOPA officer from that position if there were a layoff and to retain the EOPA officer instead of a more senior employee in the event of a layoff. Notwithstanding, if there is no bargaining unit position which the EOPA officer is qualified to perform, he/she shall be laid off in accordance with the provision of this Memorandum of Understanding.

Section G

Such seniority lists will be provided to the EOPA President by January 15 each year. The list will provide every employee's name, anniversary date, date of employment, the employee's work site and salary classification. The lists will be sorted by anniversary dates.

ARTICLE 13 - VACANCIES

Section A

- 1. A vacancy is any EOPA bargaining unit position that does not have an EOPA bargaining unit member assigned to it. This includes any vacated or newly created positions including positions created by reconfiguration or restructuring.
- 2. Except for instances where a substitute is covering for an employee on medical or sick leave, the Employer shall notify the Union if a substitute or progression of substitutes performs bargaining unit work in a department within a particular building for forty-five (45) working days within any rolling six (6) month period of time measured backward from the last day of work performed by the substitute(s) in the department within the particular building at issue. To the extent the substitute or progression of substitutes continue to perform bargaining unit work in the department at issue after such notice has been provided, the Employer shall meet with the Union and discuss the anticipated duration of the assignment as well as the tasks/work assigned to the substitute(s). If agreement cannot be reached as to whether the substitute assignment at issue warrants the creation of a clerical vacancy, the Employer shall discontinue the use of such substitute(s) for a period of at least four (4) months.

Section B

- 1. Notice of Vacancies:
 - a. Notice of all known or anticipated clerical vacancies will be provided to all buildings by e-mail to all EOPA bargaining unit member/members for five (5) full business days.
 - b. If the vacancy is not filled within ten (10) business days from the time of the posting, it will remain posted until filled.
 - c. The vacancy notice will include a description of the duties involved in the position, the qualifications expected, the classification of the position, number of hours worked per day, and the closing date and time for the bid on the vacancy.
- 2. Filling of Vacancies:
 - a. Any qualified, active EOPA bargaining unit member may apply for a posted internal vacancy by submitting an electronic application through the District's website.
 - b. When filling new or vacant positions, the District shall consider the applicant's qualifications, merit and ability (including performance evaluations, if available), and relevant experience. Seniority will be considered as a factor if there are multiple applicants and all other factors determined by the District are equal.

- c. Qualified internal applicants shall be afforded the opportunity to interview for the vacant position. Consideration will be given to the best qualified, internal transfer applicant.
- d. Lateral transfers, made at administrative request, will be allowed if the employees involved agree to such transfers. In this instance, lateral transfers will be defined as employees within the same salary classification. No such transfers will be initiated for disciplinary purposes, and no employee will be pressured into agreeing to such a transfer. EOPA will be notified prior to the Employer initiating any lateral transfer according to the terms of this section.
- e. If Board action is required to transfer from one clerical position to another position (i.e., there is a change in pay), then the successful internal applicant will be transferred into the awarded position within four (4) weeks of the Board's approval of the transfer, unless otherwise agreed to by the parties. If Board action is not required to transfer from one clerical position to another of the transfer (i.e., there is no change in pay), then the successful applicant will be transferred into the awarded position within four (4) weeks of the applicant being awarded the position, unless otherwise agreed to by the parties.
- f. If there are no qualified internal applicants who meet the criteria specified in the above paragraph 2b then the vacant position(s) shall be offered to qualified surplused and, then, to RIF'd employees, per Article 24.
- g. If vacancies still exist once the surplus and RIF lists are exhausted, the positions shall be posted in the Communicator and on the District website
- h. Following the last candidate's interview by the Human Resources Department, successful candidates will be notified of the administration's intent to present a recommendation for hire to the Board. The notice shall be in writing and specify the recommended pay rate and effective date. A copy of this notice will be provided to EOPA.
- Human Resources shall notify EOPA in writing within three (3) work days of the selection of a non-bargaining unit member for an EOPA bar gaining unit position. If the non-bargaining unit member was selected over an EOPA employee, then the hiring manager shall complete a checklist setting forth the reason(s) for the decision.
- j. An additional secretary will be assigned to each building where and when summer school is in session.
- (1) Such positions will be filled according to Article 13,

Section B-2 of this Agreement.

(2) Any ten (10) month employee who works the district's summer school program will receive the same rate of pay as his or her current rate of pay, whichever is higher.

Section C

During the first three (3) months following a voluntary transfer into a new position, bargaining unit members shall be ineligible for additional transfers. If the Employer, in its discretion, determines within this three (3) month period that the employee is not appropriate for the position, the Employer may, within its reasonable discretion, remove the employee from the position and transfer him/her to a vacant position in the classification which the Employee held prior to voluntary transfer into the new position. If there are no vacant positions in the Employee's previously held classification, then the Employee shall be placed in a lower classification. No transfer action in this section shall occur before the bargaining unit member is afforded due process.

Section D - New Employees

The probationary period for all new employees shall begin on the first day of employment and end after the employee has completed six (6) consecutive months of actual work. This means that a ten (10) month employee will not receive probationary credit for the period during the summer when a ten (10) month employee does not work. A probationary employee may be discharged or disciplined by the Employer, without recourse, at any time prior to the end of the probationary period. Such employee is not eligible for self-initiated transfer during the probationary period.

ARTICLE 14 – CLERICAL ADVISORY COMMITTEE

- 1. In the development of the Clerical Advisory Committee("CAC"), the Board recognizes the value and desirability of EOPA member involvement and encourages their recommendations as set forth in this Article. An ongoing Clerical Advisory Committee, composed of seven (7) members with a member of Human Resources serving as an ex-officio member, shall be established. Its members will include: three (3) EOPA members representing elementary, secondary and general administration selected by EOPA President serving as the ex-officio member;
 - three (3) administrators representing elementary, secondaryand general administration selected by the Superintendentor his/her designee. Membership on the committee is voluntary and non-compensated.
- 2. The committee shall meet at the request of either party.
- 3. The requesting party shall prepare and distribute an

agenda that includes all items submitted by committee

members at least three (3) days prior to the scheduled

meeting. The meetings shall be scheduled at a

mutually agreeable time, date, and place, within 10 business days of the request to convene a meeting.

4. The committee, prior to Administration's implementa

tion, shall review and provide input and recommenda

tions on:

a. Any new or modified job descriptions, for all

EOPA bargaining unit positions;

- b. The creation of any new EOPA bargaining unit
- position or any significant changes in the scope of work of any existing EOPA bargaining unit position;
- c. Any EOPA bargaining unit position reclassification requests; and

d. Any changes to the performance evaluation process or to the following forms: written reprimand, coaching template, and the performance evaluation form.

ARTICLE 15 - PERFORMANCE EVALUATIONS

Section A - Purpose of Evaluation

The Employer and EOPA agree that evaluation is the systematic appraisal of EOPA bargaining unit member work performance through the use of a performance evaluation form and conferencing with the employee. The evaluation process is a method of measuring a member's performance against the standards and expectations of the position.

Section B - Scheduled Performance Evaluation

- 1. Probationary and Regular/Probationary Employees:
 - A performance evaluation form shall be completed prior to the end of the six (6) month probationary period for each EOPA bargaining unit member new to the district. Permanent EOPA bargaining unit member/members who are new to a position or classification are considered probationary and shall be evaluated in the same manner as a probationary employee.
- 2. Permanent Employee: A performance evaluation form shall be completed at least once annually on each regular employee. The immediate supervisor will prepare the performance evaluation form and discuss it with the EOPA member. No EOPA bargaining unit member will be allowed to evaluate the performance of another EOPA member.
- 3. The EOPA bargaining unit member is required to sign
 - the performance evaluation form. Signing of the

performance evaluation form does not necessarily mean that EOPA bargaining unit member is in agreement with the evaluation, but shall signify that he/she has reviewed the evaluation and has received a copy of it. The EOPA bargaining unit member (regular probationary, or regular/probationary) has the right to attach a statement to the performance evaluation form. The performance evaluation form will be forwarded by the supervisor to the Human Resources Department for the employee's permanent personnel file.

Section C - Waiver of Evaluation

EOPA bargaining unit member/members receiving outstanding ratings in every category of the performance evaluation form may have their evaluation waived for the subsequent year. This waiver agreement must be mutually agreed to by both the EOPA bargaining unit member and the supervisor. The waiver form shall be signed by the immediate supervisor and the EOPA member. A complete copy of the waiver form and previous evaluation form will be submitted to the Human Resources Department by the supervisor for placement in the EOPA member's permanent personnel file.

Section D - Lack of Performance

The Employer and EOPA agree that employees should perform at a satisfactory level. Prior to the evaluation of any EOPA bargaining unit member as unsatisfactory, the following shall occur:

- Documented evidence that includes suggestions for improvement of one or more counseling sessions addressing the area(s) that could lead to an unsatisfactory evaluation. The documented counseling session shall be signed by the supervisor and initialed by the employee.
- If the performance of a bargaining unit employee is evaluated as unsatisfactory, the administrator to whom the employee reports shall place the employee on remediation. The administrator, Human Resources administrator, and employee shall meet and prepare a remediation plan. Such bargaining unit employee shall have the right to invite an EOPA representative to be present at that meeting. A copy of the proposed remediation plan shall be forwarded by the Human Resources administrator to the EOPA President and the UniServ Director or designee. The remediation plan shall be implemented for a period not less than sixty (60) work days, unless it is agreed by all parties that a remediation is deemed successful prior to 60 days. The remediation plan shall include approximate dates of at least four (4) periodic reviews of progress. The progress meetings will take place with the employee, the supervisor and a Human Resources administrator or designee. Upon the request of the employee, an EOPA representative may attend the progress meetings. A successful remediation shall be so-noted in the personnel file by either a letter from the supervisor who initiated the remediation or by completion of a new evaluation. If, upon completion of the remediation, the employee's work performance is unsatisfactory, the employee shall be terminated.

An employee is not eligible for self-initiated transfer during remediation.

ARTICLE 16 - HOURS OF WORK

Section A

The work week for EOPA employees will consist of five (5) consecutive days, Monday through Friday, except for holidays as listed in Article 19. Notwithstanding, the District may implement a summer schedule for twelve month employees of either four consecutive ten hour days or four consecutive nine hour days plus one four hour day. Written notification shall be provided to all affected employees no later than May 1 of each year. Employees will work their regularly scheduled hours if timely written notification is not issued.

Notwithstanding the above, the summer school work hours shall consist of at least five hours per day.

Office hours for EOPA personnel will be established in each department and in each school. With the exception of the Student Assignment Center and evening GED/high school courses, the hours will be set between 7:00 a.m. to 5:00 p.m. and will be consistent for each EOPA bargaining unit member on a day to day basis. Each EOPA employee's workday will consist of eight and one-half (8 ½) continuous hours including lunch and break time. Provided the number of hours in the workday is not reduced or split into shifts, temporary changes to the employee's daily work schedule may be made upon the written pre-approval of the immediate supervisor.

Hours of work are established by the immediate supervisor prior to the start of the fiscal year to fit the requirements of each building or department for that fiscal year and shall include minimally a one-half (½) hour duty free lunch period. A waiver from EOPA shall be required if the immediate supervisor wishes to change the hours of work after the start of the fiscal year.

Section C

Break Periods: A fifteen (15) minute uninterrupted break is permitted to all employees working eight (8) hours per day each morning and afternoon. This should be an established time to be maintained whenever possible.

- The immediate supervisor shall provide necessary coverage to ensure the EOPA bargaining unit member is provided with the member's guaranteed one-half (½) hour duty free lunch, including registration days.
- 2. Employee hours may vary from the regular schedule at the time of parent conferences and registration to accommodate the need of students and parents. Work hours during student registration shall continue to consist of eight and one-half (8 ½) continuous hours, including meals and break time. It is not intended that this result in more than eight (8) hours of work time per day, but if such occurs, overtime will be paid for more than forty (40) hours of work in a pay week (i.e. Thurs. Wed.).
- 3. If scheduled to work conferences, work hours shall correspond directly with the scheduled hours of parent conferences for administration and teaching staff within each building. If the result of this adjusted schedule exceeds forty (40) hours in a pay week, overtime will be paid.
- 4. Registration and parent/teacher conference dates and hours are established by Administration. Overtime hours worked by EOPA members for the purposes of school registration and/or for parent/teacher conferences do not require a Pre-Authorization of Overtime and are not charged against any blanket hours of overtime provided for in the EOPA bargaining agreement.

Section D

- 1. Ten (10) month employees shall begin three (3) weeks before the first teacher attendance day and work one (1) week after the last day of school except in circumstances where the immediate supervisor determines that it is in the best interest of his/her building/dept. to implement an alternate schedule. In the event of a change in the work schedule, written notification will be provided to all employees no later than May 1 of each year.
- 2. Employees shall work the first teacher attendance day and the last Institute Day of the year. They are not expected to work the two (2) Institute Days during the year, but shall have the option of working one (1) or both days with the prior written notice to their immediate supervisor.
- 3. SIP days are regular work days. Ten (10) month employees are required to complete their normal work year before beginning summer assignments.

Section E

Building principals will establish one-half (½) hour daily between 5:30 and 7:30 a.m. for EOPA members to be available to receive and pass on substitute requests to sub callers. EOPA members may contact the central office when necessary before 8:15 a.m. Such contact may be received at the central office by electronic telephone answering equipment. EOPA members required to be so available will be credited with one-half (½) hour time worked for each day school is in session and when they are required to be so available.

Section F

Employees regularly scheduled to work twenty-five (25) hours or less per week are considered to be part-time employees. Part-time employees do not accrue and are not entitled to employee benefits, sick leave, vacation leave, or insurance benefits. Full-time employees who fill part-time summer school assignments may utilize the following paid sick leaves: sick, personal, or jury duty.

Section G – Electronic Timekeeping

- 1. Employees must get approval from their department manager and or designee to stay beyond their scheduled work time. An employee may not routinely clock out after their scheduled work time without the appropriate approval.
- 2. Grace Period. For payroll calculation purposes, there will be an assigned 10 minute grace period before and after the defined scheduled start time of the shift, as follows:
 - a. 10-minutes before scheduled clock in and up to 10-minutes after clock in will be rounded to the scheduled clock in.

b. 10-minutes before clock out and up to 10-minutes after clock out will be rounded to scheduled clock out.

All required employees will clock-in and clock-out within the grace period for their scheduled work day/shift in order to be paid from the scheduled start time through the end of their scheduled shift. For example, if an employee is scheduled to begin work at 7:30 a.m., the employee will be determined to have begun working at the scheduled time if his/her time-in is between 7:20 a.m. and 7:40 a.m. Similarly, if an employee is scheduled to end his/her shift at 3:30 p.m., the employee will be determined to have ended working at the scheduled time if his/her time-out is between 3:20 p.m. and 3:40 p.m.

The grace period is provided and is defined for payment purposes only. The grace period does not mean that staff can routinely clock-in up to 10 minutes late or clock-out up to 10 minutes early.

- 3. Overtime Calculation. Overtime is defined as time directed to work in excess of an employee's regularly scheduled pay week. As a result of the time-in and time-out requirements overtime will be considered to begin and will be paid the first minute before the first 10 minutes of the regularly scheduled work period or following the first 10 minutes of the completed regularly scheduled work period. For example an employee scheduled to complete his/her regularly scheduled work period at 3:30 p.m. will start to earn overtime beginning at 3:41 p.m. if overtime is applicable, in which case the entire time beginning at 3:30 p.m. will be calculated as overtime.
- 4. Tardies and Early Leaves. Employees who are tardy to work and who fail to clock in within the first 10 minutes of their scheduled shift or who leave early and who clock out prior to the last 10 minutes of their scheduled shift must either use approved, accrued paid time off or they shall have their pay docked beginning at the 11th minute following the start of their scheduled shift or after the 11th minute prior to the end of their scheduled shift. For example, an employee scheduled to start at 7:30 a.m. but who does not clock in until 7:45 a.m. shall have 5 minutes docked from his/her pay unless such absence is approved to be covered by an applicable paid leave.
- 5. Discipline. Failure to abide by approved work schedules and time recording requirements may result in progressive discipline as follows:
 - a. Failure to work scheduled hours: Employees are expected to be ready to begin work by their scheduled start time and to continue working to the end of their scheduled shift. An employee is considered late for work whenever they do not clock in on or before their scheduled start time. An employee is deemed to leave early without permission if the employee clocks out prior to the end of his/her shift. If during an academic year, an employee is tardy and/or leaves early on more than four (4) occasions without permission, the employee may be subject to discipline in the accordance with Article 10, Section A.
 - b. Misuse of Time Entry or Leave Recording: Allowing another employee to clock in/out for an employee will constitute falsification of a record and may result in discipline of both individuals up to and including termination.
 - c. Failure to Accurately Record Time Worked: Each employee is responsible for keeping an accurate record of all time worked. Working "off the clock" or failing to accurately record time worked will result in discipline up to and including termination.
 - d. Unauthorized Overtime: Employees are required to obtain the express permission of their immediate supervisor prior to working overtime. Employees who fail to obtain the necessary permission to work overtime may be subject to discipline in accordance with Article 10, Section A
- 6. Use of Sick and Personal Leave:
 - a. Sick and Personal leave may be used in fifteen (15) minute increments. If the employee has exhausted sick or personal leave, the employee will be docked, but must also have prior approval from his/her supervisor.

To the extent a substitute clerical employee has not been scheduled to fill in during an Employee's absence from work for a partial-day absence and to the extent the Employee seeks to use in excess of the minimum incremental sick or personal leave, the Employee may return to work prior to the Employee's scheduled return. In such case, the Employee shall not suffer a loss of the additional approved incremental sick or personal leave. For example, if an Employee has requested and been approved to take a 30 minute sick leave at the start of his shift, but the Employee arrives to work and clocks in at fifteen minutes after his shift, then the Employee will be deemed to have used 15 minutes of his available sick time.

- b. Except in the event of an emergency, an Employee must provide at least 24 hours advance notice of the intent to use Personal leave.
- c. In the event an Employee will be late for work or absent from work as a result of an emergency, illness, or injury, the Employee must notify his/her supervisor at least 30 minutes prior to the Employee's scheduled start time.
- 7. In the event an employee must leave the building early on district business, the time shall not be docked, provided his/her supervisor has given advance approval to the employee.
- 8. All Educational Office Personnel Association members shall receive a five hour blanket authorization of overtime per fiscal year. If an EOPA bargaining unit member uses all of the blanket allotment, overtime must be pre-approved by the member's principal or supervisor.

ARTICLE 17 - ALLOWANCE FOR EMPLOYEES' ABSENCE

Section A

Policy on Allowance for Employees' Absence:

1. Regular full-time employees shall be credited each July 1 with absence days as follows:

TEN MONTH EMPLOYEES

6-10 years

Years of	Number of Paid
Employment	Days Annually
1-5 years	12
•	

TWELVE MONTH EMPLOYEES

Years of	Number of Paid	
Employment	Days Annually	
1-5 years	13	

1-5 years	13
6-10 years	s 14
11 and up	15

Absence days as provided above shall be used for the following reasons:

- a. Personal illness or doctor's appointments
- b. Quarantine at home
- c. Serious illness or death in the immediate family or household.
- d. Court appearances and birth, adoption, or placement for adoption; provided that the Employer may require evidence that the formal adoption process is underway (with respect to paid leave for adoption or placement for adoption) and such adoption leaves are limited to the limits established by the FMLA.
- 2. Immediate Family: The definition of "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians wherever they may reside, or any other person living in the same dwelling unit. Any deviation from this above list must be approved by the Superintendent of Schools.
- 3. Two (2) of the above days may be used by regular employees as personal leave for purposes of conducting personal business which cannot be transacted on weekends or after work hours.
- 4. Any unused portion of the above allowance will be subjected to unlimited accumulation of sick leave days. No more than six (6) days of this total may be accumulated for use in Paragraph 3.
- 5. An employee beginning employment up to and including the 15th of the month is given credit for the month; beginning the 16th or later, no credit is given for the month.
- 6. Four (4) additional sick days per year will be granted for IMRF retirement credit only to employees in EOPA who have no absences due to personal illness during the last fiscal year. If the only personal illness days used in a fiscal year were used consecutively for five (5) or more days, then two (2) additional sick days per year will be granted for IMRF retirement credit only. All such days shall be recorded and written notification presented to employees by July 1 of each fiscal year.
- 7. Vacation days can be used for sick days at the discretion of the employee.

Section B

- 1. Allowance for absences which do not require a "Request for Leave" are as follows:
 - a. Personal illness or doctor's appointments
 - b. Quarantine at home
 - c. Serious illness or death in the immediate family or household
- 2. Permission for Absence requiring a "Request for Leave" form: When an EOPA bargaining unit member requests to be absent from work, the EOPA bargaining unit member must complete a "Request for Leave" form and/or provision for electronic approval, and have it approved by the immediate supervisor.

Leave time, except in cases of emergency or funeral, requires at least two (2) business days prior written notice to the appropriate supervisor. A reason for the absence does not need to be disclosed, provided the two (2) business day notice is given. Personal business days may be used by employees as personal leave for the purpose of handling personal business which cannot be transacted on weekends or after work hours.

Personal leave shall be granted upon request, unless the Employer's operations do not permit. If the Employer's operations do not permit personal leave, the affected employee will receive written notice including detailed rationale no more than one (1) day after the request has been submitted. Personal leave is not provided for casual or indiscriminate use.

- 3. After absence of Three Days: After an absence of three (3) consecutive days for personal illness, the Employer may require a physician's certificate as a basis for pay during leave. In the case of chronic illnesses, the Employer may require a physician's certificate as it may deem necessary as a basis for pay during leave. If treatment is by prayer or spiritual means, the certificate of the spiritual advisor or practitioner may be required.
- 4. The procedure regarding military leave or summer encampment is:
 - a. The EOPA bargaining unit member can request time off without pay.
 - b. The EOPA bargaining unit member can request use of vacation days during this leave.
 - c. An EOPA bargaining unit member returning from military leave will be re-employed in accordance with federal veteran re-employment rights.
- 5. Maternity Leave: An EOPA bargaining unit member after six (6) months of continuous employment with the Employer is eligible for Maternity Leave without pay for a period of two (2) years, to begin at any time during her pregnancy, provided the employee states her intent to return to work for the Employer. Upon mutual agreement, said EOPA bargaining unit member could return at an earlier time.

Should an EOPA bargaining unit member not take advantage of Maternity Leave as provided, that period of time between the day she leaves her duties, on her doctor's advice, and the day she is able to return to her duties, on her doctor's advice, will be considered sick days and subject to the provisions of Article 16.

The EOPA member, while on leave, maintains seniority, insurance benefits, accumulated sick days to date and all other accrued rights and benefits provided in this Agreement. Notwithstanding, in order to maintain insurance benefits, the EOPA member must continue to timely pay the monthly employee premium as set forth in Article 29.

No employee will be required to terminate her professional duties solely because of pregnancy unless her physician certifies that she is unable to continue. The Employer has the right to require that a pregnant employee be examined by the Employer's physician with respect to her ability to continue her duties. Thirty (30) days following the Employer's receipt of written notice of an EOPA member's intent to return from Maternity Leave, the EOPA bargaining unit member will be reinstated to her original job if it is vacant, or to an equivalent position for which she is qualified with equivalent pay, provided one is available, with no loss of seniority. If the EOPA member's original job is not vacant, and if there is no vacancy for which she is qualified in an equivalent position in the same salary classification, then the returning EOPA bargaining unit member will be placed in a lower salary classification but will continue to be paid at the salary classification she held prior to her Maternity Leave. At such time as a position becomes available for which she is qualified in her original salary classification, she will be offered that position and will assume the duties immediately. If she does not accept the first position offered for which she is qualified in her original salary classification, her compensation will become the salary for the classification she occupies.

6. Educational Leave: An EOPA bargaining unit member who has completed a minimum of two (2) years continuous employment with the Employer shall be eligible for a study leave without pay for a period not to exceed one (1) year, provided said EOPA bargaining unit member states his/her intent to return to work for the Employer.

An EOPA bargaining unit member requesting an educational leave must present a course of study or planned program to the leave committee for approval that clearly outlines the number of hours to be taken, and descriptive material outlining the benefits of the program to his/her work responsibility and the Employer.

The EOPA member, while on educational leave, maintains seniority, insurance benefits, accumulated sick days to date, and all other accrued rights and benefits provided in this Agreement. Notwithstanding, in order to maintain insurance benefits, the EOPA member must continue to timely pay the monthly employee premium as set forth in Article 29.

- 7. Professional Days: Each EOPA bargaining unit member after six (6) months of continuous employment with the Employer may apply for one (1) professional day to be used to attend workshops and conferences relating to his/her work with the Employer. Professional days shall be approved by the Employer.
- 8. Snow/Emergency Day: In the event that school is cancelled, or a facility/site is closed because of weather conditions or any other emergency, EOPA bargaining unit member/members may use vacation days, personal business days, and/or dock days at his/her own discretion, unless the supervisor determines that staff must be maintained in order to meet critical operational requirements. If the Administration Building is closed due to inclement weather / emergency, 12 month EOPA members shall be compensated for a full work day without deduction of any paid leave.
- 9. Jury Duty: EOPA bargaining unit member/members serving on jury duty in a Court of Records of the State of Illinois will receive his/her regular pay from the Employer while on duty and the absence will not be deducted from any allowable absence. After receiving his/her checks from the government for jury duty, the employee shall endorse the check and send it to the Accounts Receivable Department at the Administrative Building. The EOPA bargaining unit member is expected to return to work after serving on jury duty unless required to serve for the entire day.
- 10. Medical Leave: Upon presenting the Employer with proper medical documentation, an EOPA bargaining unit member will be granted a leave of absence of up to two (2) years.
 - a. Before being eligible for medical leave, an EOPA bargaining unit member must have used all of his/her sick leave days.
 - b. An EOPA bargaining unit member on medical leave will give the Employer one (1) month written notice of his/her intent to return to work. He/she will be reinstated to his/her original job, if it is vacant, or to an equivalent position with equivalent pay, provided one is available for which he/she is qualified, with no loss of seniority. The EOPA bargaining unit member will be reinstated to his/her original job if it is vacant, or to an equivalent position for which the member is qualified with equivalent pay, provided one is available, with no loss of seniority. If the EOPA member's original job is not vacant, and if there is no vacancy for which the member is qualified in an equivalent position in the same salary classification, then the returning EOPA bargaining unit member will be placed in a lower salary classification but will continue to be paid at the salary classification the member held prior to his/her Medical Leave. At such time as a position becomes available for which he/she is qualified in the member's original salary classification, he/she will be offered that position and will assume the duties immediately. If the member does not accept the first position offered for which he/she is qualified in the member's original salary classification, the member's compensation will become the salary for the classification he/she occupies.
 - c. The EOPA member, while on leave, shall maintain seniority, insurance benefits, accumulated vacation and all other accrued rights and benefits provided in this Agreement. Notwithstanding, in order to maintain insurance benefits, the EOPA member must continue to timely pay the monthly employee premium as set forth in Article 29.
 - d. EOPA bargaining unit member/members who have exhausted his/her accumulated personal illness days, but are unable to return to work because of continuous illness or injury may request a disability leave without pay for a period of up to three (3) months, which may be extended up to a total of twelve (12) months. The EOPA bargaining unit member must report the disability within a reasonable time from when the need for leave becomes known.
 - 11. Leave of Absence: The Superintendent may grant requests for unpaid leaves of absence for any valid purpose for up to one (1) year. Requests for such leaves should be made directly to the Superintendent and contain a statement of the reason for such request. If granted, such leaves will be unpaid and provide no benefits other than re-employment in the same salary classification upon the expiration of the leave, or if a similar position is not available, in the closest vacant position then available. EOPA bargaining unit member/members on such leaves of absence will not accrue seniority while on leave, but will not lose the seniority accrued prior to the leave. The granting of such leaves by the Superintendent shall be without precedent.

Section C

Nothing herein this article or section shall be deemed to limit the rights of EOPA bargaining unit member/members under the provisions of the Family and Medical Leave Act.

Eligible EOPA bargaining unit member/members are entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period pursuant to the Family and Medical Leave Act (FMLA) for one (1) or more of the following reasons:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an EOPA member's spouse, parent, or child; and
- d. The EOPA member's own serious health condition.

To qualify for such leave, the EOPA bargaining unit member must have worked at least the twelve (12) consecutive months preceding the leave and have worked a minimum of 1250 hours in that twelve (12) month period. The EOPA bargaining unit member must request leave in writing as soon as the need for the leave is known. Such leave may be granted for up to twelve (12) weeks.

The EOPA bargaining unit member will provide the Employer with reasonable advance notice of his/her intent to return to work.

An EOPA bargaining unit member returning from FMLA leave within twelve (12) weeks will be returned to the same or equivalent position held by the EOPA bargaining unit member immediately prior to the leave.

FMLA leave runs concurrently with sick leave, personal leave, medical and other leaves.

Section D

When an EOPA bargaining unit member is on a paid leave of absence, his/her position will be held for up to twelve (12) weeks. This does not restrict the Employer from temporarily filling the position, nor is the Employer restricted from surplusing, reductions in force (RIF), or other changes as defined in this Agreement.

ARTICLE 18 - VACATION LEAVE

Paid vacation leave shall be credited to EOPA bargaining unit member/members as follows:

TEN MONTH EMPLOYEES

Years of	Number of Paid
Employment	Days Annually
0 - 4 years	8

0 - 4 years	8
5 - 12 years	12
13 and up	17

TWELVE MONTH EMPLOYEES

Years of	Number of Paid
Employment	Days Annually
0 - 4 years	10
5 - 12 years	15
13 and up	20
5 - 12 years	

The conditions of leave are as follows:

- 1. New EOPA bargaining unit member/members hired after July 1 shall earn vacation days at the rate of .85 of the annual leave for each full consecutive month worked. (Thereafter, such employees shall be given the right to take such days earned after July 1 following his/her date of hire.)
- 2. All other EOPA bargaining unit member/members will earn vacation days at the rate of .85 of the annual leave for each full consecutive month worked, said days to be taken during the school year in which such days were earned. Accumulation for future years shall be prohibited, except as provided herein.
- 3. An EOPA bargaining unit member may not accumulate vacation time once the EOPA bargaining unit member is not eligible for pay, such as during periods of prolonged absence. Vacation leave may be taken in one (1) hour increments. Vacation leave may be used as earned, provided that the EOPA member's supervisor shall determine the time when vacation may be taken. The supervisor shall give as much consideration as possible to the EOPA member's preference, but shall nevertheless maintain a staff necessary to meet operational requirements.
- 4. EOPA bargaining unit members may carry over up to ten (10) days of vacation which must be used by December 31 of the calendar year in which it is carried over or it will be forfeited. No reasonable request for vacation will be denied.
- 5. EOPA bargaining unit member/members will be credited with vacation time July 1 of each year. The days allowed may be used immediately. However, if an EOPA bargaining unit member leaves the employment of the Employer and has used more days than earned, those days will be deducted from the EOPA member's last paycheck.
- 6. An EOPA bargaining unit member leaving the service of the Employer will be compensated for vacation leave earned and not used up to the date of separation.
- 7. Temporary and seasonal employees shall be exempt from provisions of this section.

- 8. The unused portion of earned vacation time, for ten (10) month EOPA bargaining unit member/members, will be paid at the completion of each school year.
- 9. Each full-time EOPA bargaining unit member will be considered as having served one (1) full year on July 1 immediately following the date of hire. On July 1 of each year thereafter, each continuous full-time EOPA bargaining unit member will be credited with a full year of service for vacation purposes.

ARTICLE 19 - HOLIDAYS

Section A:

Holidays with pay, as follows:

New Year's Day

Martin Luther King Jr.'s Birthday

Lincoln's Birthday or President's Day

Casimir Pulaski Day

Good Friday (Friday before Easter)

Memorial Day

Independence Day (and, when applicable for ten

(10)-month employees)

Labor Day (1st Monday in September)

Columbus Day

Veteran's Day

Thanksgiving Day (4th Thursday in November)

Friday after Thanksgiving (4th Friday in November)

Christmas Day

Christmas Eve Day and New Year's Eve Day will be one-half (1/2) work days unless Christmas Eve or New Year's Eve falls on a Monday, at which time the full days will be paid holidays, applicable to twelve (12) month employees.

In the event that the District's School Calendar includes a waiver for Casimir Pulaski Day, the one-half (½) holiday days on Christmas Eve Day and New Year's Eve Day will each become full paid holidays.

Section B:

An EOPA member who is not eligible for pay the day before or the day after the holiday will not be compensated for the holiday.

Section C:

When a holiday falls on a Saturday, the preceding Friday shall be observed if there is no school scheduled. When a holiday falls on Sunday, the following Monday shall be observed, if there is no school scheduled.

Section D:

Holidays occurring during the vacation period shall not be charged against the vacation allowance. EOPA members working ten (10) months a year are not expected to work during the Christmas vacation and during the Easter vacation, and are not compensated for these days.

ARTICLE 20 - ASSOCIATION LEAVE

EOPA will be authorized the use of up to five (5) days release time for its members to participate in EOPA (IEA/NEA) or related activities, and an additional twenty (20) days if EOPA reimburses the Employer for the cost of substitute or additional personnel if they are deemed necessary to complete the assigned work. Additional days may be granted with Employer's approval upon written request. All Association leaves must be verified with the EOPA President before being granted.

ARTICLE 21 - LEAVE OF ABSENCE

The Employer will grant requests for unpaid leaves of absence for the purpose of serving as EOPA representative for up to a maximum of two (2) years.

ARTICLE 22 - HEALTH AND SAFETY

It is agreed that there will be maintained such health, safety, and sanitation methods as are necessary to protect and preserve the welfare of the EOPA bargaining unit member/members during working hours. Adequate washroom and toilet facilities will be maintained.

EOPA bargaining unit member/members will attempt at all times to practice good safety procedures in his/her work area. Any continued violation of safety practices shall be reported immediately. Any continuation of unsafe practices should be filed as a complaint so that the necessary procedures can be immediately put into operation in order to eliminate the unsafe practices. It will be the responsibility of EOPA bargaining unit member/members to use reasonable efforts to improve any and all unsafe conditions which may be called to his/her attention. Failure to take necessary action may result in disciplinary action.

The Employer will have the right to publish, from time to time, reasonable rules and regulations for the health and safety of employees. Such rules as published will be subject to changes, additions, or deletions by the Employer as in the Employer's judgment, conditions or experience dictate. EOPA leadership will be notified prior to implementation of the change or addition.

The Board acknowledges that Section 10-22.21b of the School Code provides that: "the administration of medication to students during regular school hours and during school-related activities should be discouraged unless absolutely necessary for the critical health and well-being of the student. Under no circumstances shall teachers and other non-administrative employees, except certified school nurses and non-certificated professional nurses, be required to administer medication to students. This section shall not prohibit a school district from adopting guidelines for self-administration of medication by students. This section shall not prohibit any school employee from providing emergency assistance to students."

Any changes in existing employees health and safety rules will be reduced to writing and distributed to all of the EOPA bargaining unit member/members within three (3) days of the change. No action will be taken against any EOPA bargaining unit member for any rule violation until such notification has been distributed in writing to said EOPA member(s).

ARTICLE 23 - TRAINING

Section A

EOPA bargaining unit member/members will be reimbursed for tuition and materials for all training and schooling related to his/her job descriptions. An EOPA bargaining unit member seeking reimbursement under Article 17, Section B of this Agreement between the Employer and EOPA will submit, twenty (20) working days in advance of the commencement of the course, a written request for approval of the course to the head of Human Resources, with the request stating the EOPA member's reasons that the proposed course is related to his or her job description.

Within fifteen (15) business days following the receipt of the completed request for course approval, the head of Human Resources is required to approve or deny the request in writing. If the head of Human Resources fails to respond to the request within the fifteen (15) day period, except in the case of an unsatisfactory application [to which a response could not be made within the fifteen (15) day period], approval of the course will be automatic, Human Resources will meet with EOPA leadership to develop a form for applying for courses.

Section B

In-service meetings will be held upon the advance agreement and participation of Human Resources. Written notification of all in-services will be made by publication in the Communicator.

Section C

The Employer and EOPA agree that ongoing training is beneficial to both the Employer and its employees. Both parties agree that opportunities for EOPA bargaining unit member/members to have access to the most advanced skills available to perform his/her duties are beneficial to both parties.

The Training Committee will be formed during this Agreement to jointly review and assess the Employer's current testing and training practices. This committee shall consist of three (3) EOPA bargaining unit member/members appointed by EOPA and three (3) administrators appointed by the Superintendent and a representative from the Human Resources Department. This committee will commence meeting thirty (30) days after the signing of this Agreement.

The committee will make recommendations to the Superintendent of Schools. No changes to the status quo, as defined in the Memorandum of Understanding between the parties dated April 4, 2003 will be implemented without the mutual agreement of both parties.

Section D

Tuition is waived for EOPA bargaining unit member/members taking night courses offered by the District.

ARTICLE 24 - CHANGES IN ALLOCATIONS

Section A - Surplus

- 1. Surplusing is position elimination caused by a decreased budget allocation.
- 2. Placement will be by EOPA bargaining unit seniority and qualifications, as defined in Section B(5) of this Article 25.
- 3. The procedure for surplus will be in accordance with an EOPA member's qualifications pursuant to Section B(3) of this Article 25. The surplused EOPA member will be assigned to a vacancy within the classification. If no such vacancy exists, the EOPA member within that classification with the least EOPA bargaining unit seniority will become surplused. The EOPA member whose allocation is eliminated will assume the position formerly held by the now surplused EOPA member. The now surplused EOPA member fills the position held by the member with the least EOPA bargaining unit seniority, irrespective of classification, for which position the now surplused EOPA member is qualified. The member with the EOPA bargaining unit seniority who was identified is subject to RIF procedures, as outlined in Section B of this Article 25.
- 4. Should it be necessary to have a reduction in force, the EOPA Executive Board shall have super seniority. Within fifteen (15) days after their installation into office, the Association shall provide the Board with the names of the Executive Board members.
- 5. After an EOPA member has been surplused, the ability to be restored to a position in the classification from which the EOPA member was surplused is limited to twelve (12) months.
- 6. No EOPA member will receive a change in the rate of pay as a result of surplusing for twelve (12) months, unless the EOPA member refuses a position of equal classification (to the position from which the EOPA member was surplused). In this case, the EOPA member's rate of pay will reflect the classification to which the EOPA member is assigned..
- 7. Affected EOPA members will receive written notice of the surplus at least thirty (30) days prior to being surplused.
- 8. The Employer reserves the right to place the surplused EOPA member in a position for which the EOPA member is qualified and for which the EOPA member has successfully passed the appropriate test.

Section B - Reduction in Force

1. Provided remaining EOPA members can perform the required work, all EOPA members in his/her initial, post-hire probationary period [by seniority in the EOPA bargaining unit and regardless of position and/or whether the position held is a ten (10) month or twelve (12) month position], will be discharged before any non-probationary employees are discharged.

- 2. Subsequent RIF's will be within salary classifications by EOPA bargaining unit seniority with the least senior EOPA member(s) to be the first to be RIF'd.
- 3. During a period of recall, EOPA members who involuntarily take positions in lower salary classifications will be offered, by EOPA bargaining unit seniority, the next vacant position(s) in the salary classification formerly held by such EOPA member(s). No such positions will be advertised until all full and part-time EOPA members, who were reduced from salary classifications, are returned to his/her former salary classifications, and all EOPA members who were reduced from full-time to part-time have been recalled to full-time positions. If this procedure involves recalling an EOPA member to a position in a lower salary classification, the EOPA member will be offered a position in his/her former salary classification, by EOPA bargaining unit seniority, when such a position becomes available.
- 4. Recall will be by EOPA bargaining unit seniority into vacant positions for which the RIF'd EOPA member is qualified.
- 5. Displaced EOPA members will be allowed to choose EOPA surplused positions for which they are qualified in order of seniority as defined above.
- 6. The recall period will be two (2) years with the most senior EOPA member being recalled first.
- 7. An EOPA member being recalled, or an EOPA member being advanced to his/her former salary classification, will have two (2) work days to accept the position. If the EOPA member refuses the position, he/she will waive his/her rights to further recall or advancement by virtue of the recall procedure.
- 8. When vacancies occur during a period of recall, and all actively employed EOPA members have been returned to his/her former salary classifications, the following sequence of events will occur:
 - a. Vacant positions will be advertised to EOPA members actively employed in the District and will be filled according to the terms of Article 13, Sec. B.1, 2, and 3 of this Agreement.
 - b. Such vacancies will be posted on the workday the vacancy occurs, and will remain open for three (3) business days. The vacancy will be filled within ten (10) business days from the time of the posting.
 - c. If there are no applicants for such positions, the positions will be filled from the RIF list.
 - d. If the vacancies are filled by actively employed EOPA members, either by transfer or promotion, the positions vacated will be filled by the same procedure. RIF'd EOPA members will be recalled to vacant positions only after all internal changes have been completed.
- 9. The EOPA President will be notified of all vacancies and the filling of all positions during the recall procedure.
- 10. Any EOPA member, who if RIF'd, displaced, or placed in a position in a lower salary classification, will receive a letter (with a copy of same placed in his/her personnel file) stating the RIF, reclassification to a lower salary classification, or displacement, occurred through no fault of the EOPA member.

ARTICLE 25 - ILLINOIS MUNICIPAL RETIREMENT FUND

It is mandatory that every EOPA bargaining unit member participate in the Illinois Municipal Retirement Fund. This is a percentage deduction which is withheld from an EOPA member's pay check every pay period. The Employer also contributes to this pension plan.

ARTICLE 26 - RETIREMENT FROM SERVICE

Section A - Retirement Benefits

- 1. Upon retirement at age 55 or older, for regular EOPA bargaining unit member/members who have completed ten (10) years with the Employer at the time of retirement, a payment of \$20.00 shall be made for each unused sick day, limited to forty (40) days, provided that nothing in this Article shall be deemed to prohibit an EOPA bargaining unit member from otherwise and alternatively applying such unused sick leave in a manner permitted by law.
- 2. The Employer will extend group health, accident, life and dental coverage to early retirees. During the term of this Agreement, the retiring employee will pay a monthly premium of \$46.69 (across 12 months) for individual coverage. To be eligible for the subsidized premiums, the employee must be between the age of 55-65 has and must have served fifteen (15) consecutive years or more with the Employer. The employee shall have the option to purchase at his/her own expense, dependent coverage. The individual premium and the benefit to the retiring member continues until age 65 so long as the member timely pays the monthly premium and, at the time of retirement, meets the eligibility requirements in the plan document.

ARTICLE 27 - PAYROLL DEDUCTIONS

All authorizations for payroll deductions may be initiated or changed at any time in writing with thirty (30) days prior notice for such items as: (1) Association Dues, (2) Credit Union, (3) Tax-Sheltered Annuities, (4) United Fund.

ARTICLE 28 - MISCELLANEOUS

Section A - Tax-Sheltered Annuity

Employees desiring to participate in the District No. 205 403(b) Plans must contact an approved 403(b) investment provider participating in the District No. 205 Plan for the purpose of enrolling. The District's Human Resources Department will provide information on the District's website on the investment providers and the terms of the Plan.

Section B - Credit Union

EOPA bargaining unit member/members desiring to participate in the Credit Union may contact the Illinois State Credit Union. All changes to payroll deductions will be made through the Credit Union by written notice to the Employer (Payroll Department).

Section C - Illinois League of Municipal

Employees

The Illinois League of Municipal Employees is an organization composed of persons participating in the Illinois Municipal Retirement Fund.

Section D - Rockford Board of Education

Employee Assistance Program (EAP)

The EAP offers a referral service to the EOPA members who are in need of some type of professional assistance in solving problems. EOPA members may request information regarding the EAP from his/her supervisor or any member of the administrative staff.

Section E - Health Requirement

New EOPA members are required to submit to a pre-employment physical.

Section F - Workers' Compensation Coverage

The Employer provides workers' compensation coverage for its employees. If an EOPA member sustains an injury arising out of and in the course of employment, the injury should be reported immediately to the Principal or immediate supervisor of the EOPA member, and also to the person in charge of accident reports in the administrative office of the Employer.

Section G - Supervision

It is acknowledged that the Employer recognizes its responsibility to give all reasonable support and assistance to EOPA members with respect to the regular monitoring of students.

Section H – Travel Expense Reimbursement

Employees who use their personal vehicles in the course of their employment shall be reimbursed at the then-current business miles rate established by the Internal Revenue Service.

Section I – Direct Deposit

Employees who do not elect to receive their pay via direct deposit shall have their pay checks mailed on the same day as those employees receiving direct deposit to the address that the Employee has on file with Human Resources. Employee pay stubs will be accessible online.) Employees who prefer to receive paper copies must select "I Decline" on the consent form through Employee Online.

ARTICLE 29 - INSURANCE PLANS

Section A - Health Insurance Plans

Bargaining unit employees whose normal work schedule is thirty (30) hours or more per week are eligible for health insurance coverage and dental insurance coverage.

Premiums will be deducted in equal installments from the first two paychecks of each month of the academic year (i.e., September through May for 10 month EOPA). Monthly premiums shall be paid in equal installments such that 12 month employee premiums will be paid across a 12 month period and 10 month employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period.

Beginning of the 2018-2019 Academic Year Employee Pays Percent of COBRA Cost (per month)*

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	0%
Employee + children	7%	10%	0%
Employee + Spouse	7%	10%	0%
Family	7%	10%	0%

Beginning of the 2019-2020 Academic Year Employee Pays Percent of COBRA Cost (per month)*

Category	PPO-1000	PPO-1000	HSA
	wellness	non-wellness	
Employee	7%	10%	0%
Employee + children	9.5%	12.5%	0%
Employee + Spouse	9.5%	12.5%	0%
Family	9.5%	12.5%	0%

Beginning of the 2020-2021 Academic Year Employee Pays Percent of COBRA Cost (per month)*

Category	PPO-1000	PPO-1000	HSA
	wellness	non-wellness	
Employee	7%	10%	0%

Employee + children	12.5%	15.5%	0%
Employee + Spouse	12.5%	15.5%	0%
Family	12.5%	15.5%	0%

^{*} Insurance premiums would be a straight percent of the Employee COBRA rate (i.e., Premium = COBRA x percent).

** For the 2020-2021 Academic Year, Employees will pay 12.5% of the District's total cost for the coverage they select (calculated in accordance with the rules used to calculate COBRA premiums, but without the 2% administrative fee allowed by COBRA); provided, however, that in no event will the employee portion of the premiums increase (for the same coverage option) more than 10% of the total COBRA cost. For example, if the Employee is currently paying 12.5% of a \$1000 COBRA premium and COBRA increases by 20% (i.e., increases from \$1000 to \$1200), then the Employee would only pay 12.5% of \$1100 (i.e., 10% of the COBRA increase).

As for the HSA Plan, the District will contribute the following sums in the employee's HSA account in accordance with the Plan criteria:

	HSA	HSA Wellness
Employe	\$ 400	\$ 800
Employee + Ch	\$ 600	\$ 1,350
Employee + Sp	\$ 700	\$ 1,400
Employee + Family	\$ 800	\$ 1,750

Section B - Dental Insurance Plans

Employees who do not elect Medical Insurance, shall pay the following monthly premiums for Dental Insurance in equal installments such that 12 month employee premiums will paid across a 12 month period and 10 month employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period:

Dental Only 7/1/18 - 6/30/21	12 mth	10 mth
Employee	\$5.25	\$7.00
Employee + Ch	\$10.13	\$13.51
Employee + Sp	\$10.50	\$14.00
Employee + Family	\$15.00	\$20.00

For Employees who take insurance, half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. In the event of a third paycheck in a month, there will be no insurance premium deducted unless there is a refund or deduction to correct a specific situation.

Changes in premiums will be effective at the start of each academic year.

Section C - Life Insurance Plan

Term life insurance with a face amount of \$20,000 plus a double indemnity clause for accidental death will be provided for each EOPA member. In the event of marriage or divorce of an EOPA member, or the death of the beneficiary as listed on the insurance policy, the EOPA bargaining unit member must complete the appropriate insurance form and submit the form to the Human Resources Department. Increased life insurance will be available on a voluntary basis at the expense of the EOPA member.

Section D - Plan Document Changes

Specific benefits and plan rules are found in the applicable Board Plan Documents or Certificate of Coverage issued by the HMO(s), the PPO(s), or other providers. EOPA will assign a representative to participate with the Rockford Education Association (REA) when the REA considers agreement to changes in specific benefits and plan rules. This participation is for informational and advisory purposes only and not part of REA negotiations. EOPA accepts all benefit and plan design changes agreed to by the REA.

Changes in monthly EOPA bargaining unit member contributions will never be included in these deliberations without the mutual consent of both parties.

Section E

EOPA agrees that employees will participate in the Employer's health cost containment program.

ARTICLE 30 - DURATION

This Agreement is effective from July 1, 2018 through June 30, 2021, and shall continue from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) days prior to July 1, 2021, or any July 1 of any year thereafter, that it desires to modify or terminate this Agreement.

ARTICLE 31 - CLASSIFICATIONS

1. Salary classifications are Office Professional 1 (OP1), Office Professional 2 (OP2) and Office Professional 3 (OP3). Elementary Secretaries are classification OP2. As of July 1, 2006, Schools with Office Professional 2's (formerly 34's) that also have an Office Professional 1 (formerly 32's) will keep the Office Professional 1.

2. An elementary school with more than 500 students qualifies for the assignment of a Classification OP1 position.

ARTICLE 32 - COMPENSATION PLAN

Section A - Compensation Plan

- 1. Step 1 will be the beginning step on the salary scale. The EOPA bargaining unit member will advance one (1) step each year from the anniversary date of his/her employment.
- 2. Part-time and temporary EOPA bargaining unit member/members will have their salaries paid according to the negotiated pay scale in Article 33, Section A-1.
- 3. Former regular EOPA bargaining unit member/members, who left in good standing, returning for temporary appointments will be paid the first step in the salary classification which had been assigned the classification for which the former EOPA bargaining unit member had previously been classified. Such temporary appointments shall be limited to ninety (90) calendar days.
- 4. EOPA bargaining unit member/members are on probation for three (3) months when promoted to a new salary classification; such EOPA bargaining unit member/members may return during said three (3) month period to a position at his/her previous salary classification.
- 5. EOPA bargaining unit member/members are paid biweekly on either Thursday or Friday.

Section B - Salary Scale and Classification

- 1. Compensation for EOPA bargaining unit member/members working less than twelve (12) months, but no less than nine (9) months, shall be computed on the basis of actual hours worked per day with holidays and vacation period prorated according to the hours and days worked per year.
- 2. When an EOPA bargaining unit member assumes the responsibilities of another EOPA bargaining unit member in a higher salary classification for one week or more, such EOPA bargaining unit member shall be paid at the rate of pay at the higher salary classification for each hour worked. This rate will be commensurate with the step the EOPA bargaining unit member is on at the time the work is performed.

Section C - Longevity Plan

An EOPA collective bargaining unit member shall receive longevity credit for his/her continuous service in a full-time regular position in the Board's employ immediately prior to assuming his/her new position in the EOPA bargaining unit. Longevity is computed at three (3%) percent of the base pay (last column of the schedule) for each five (5) years of continuous service with the Employer, with no limit. Adjustments to the schedule are reflected in the base pay only, to be added each year after Step 6.

Longevity is determined by the date an EOPA bargaining unit member began working for the Employer.

Section D - Advancement to a Higher Salary Classification

There will be no regression on the pay scale for EOPA bargaining unit member/members promoted in salary classification. In addition, the EOPA bargaining unit member shall retain his/her current salary step when promoted into a new classification.

Section E - Overtime

Work performed in excess of forty (40) hours in one (1) pay week will be compensated for at the rate of one and one-half (1 ½) times the EOPA member's regular hourly rate. All overtime work must be approved in advance by the administrative officer as directed by the Superintendent of Schools.

Section F – Recognition of Prior Experience

Individuals who are hired into EOPA positions (including former EOPA members returning to an EOPA position) will have their prior school-related secretarial /office professional experience used to place them in the salary scale/step that equates to their years of service. However, former EOPA members returning to EOPA, who may have or may not have severed employment with Rockford Public School District 205, will not be granted seniority for the purpose of reduction in force in which case longevity will be in accordance with Article 32, Section C – Longevity.

Salary Schedule

2018 - 2019 School Year

	Step 1	Step2	Step 3	Step 4	Step 5	Step 6
OP1	13.64	14.37	15.11	15.91	16.74	17.62
OP2	14.97	15.76	16.57	17.45	18.36	19.34
OP3	15.68	16.52	17.38	18.28	19.24	20.26

Salary Schedule

2019 - 2020 School Year

	Step 1	Step2	Step 3	Step 4	Step 5	Step 6
OP1	14.05	14.80	15.56	16.39	17.24	18.15
OP2	15.42	16.23	17.07	17.97	18.91	19.92
OP3	16.15	17.02	17.90	18.83	19.82	20.87

Salary Schedule

2020 - 2021 School Year

	Step 1	Step2	Step 3	Step 4	Step 5	Step 6
OP1	14.47	15.25	16.03	16.88	17.76	18.69
OP2	15.88	16.72	17.58	18.51	19.48	20.52
OP3	16.63	17.53	18.44	19.40	20.41	21.49

At the end of the 2020/2021 school year, those employees who have repeated Step 6 will receive a one-time lump sum bonus of \$500.00

APPENDIX A

Salary Grade: Job Title

- 1. Office Professional Level 1: All schools and departments: Registrar & Attendance at Secondary Schools, Receptionist, Academy Clerical, Facilities Secretary (formally classification 32 and 33)
- 2. Office Professional Level 2: All schools and departments: Elementary Secretaries, Rosecrance Secretary, Special Education Student Records, Student Records, Title 1, Professional Development, Facilities Administrative Assistant, Nutrition Administrative Assistant (formally classification 34 and 35)
- 3. Office Professional Level 3: All schools and departments; Finance Technicians at Secondary Schools and Administration, Administrative Assistant at High Schools, Payroll at Administration and Transportation, Purchasing, I & I, Distribution, Bilingual Administrative Assistant, Early Childhood Administrative Assistant (formally classification 35F and 36), EOPA Trainer.