

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**EXECUTIVE BOARD OF  
EXCEPTIONAL CHILDREN HAVE OPPORTUNITIES**

**and**

**EXCEPTIONAL CHILDREN HAVE OPPORTUNITIES  
EDUCATIONAL SUPPORT PERSONNEL, IEA/NEA**

**2011 - 2012**

**2012 - 2013**

**Exceptional Children Have Opportunities  
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## **ARTICLE I**

### **RECOGNITION AND FAIR SHARE**

#### **1-1 RECOGNITION**

The Executive Board of Exceptional Children Have Opportunities (ECHO), Cook County, Illinois, hereinafter "Employer", "District", or "Board", hereby recognizes the Exceptional Children Have Opportunities Educational Support Personnel, IEA-NEA (ECHO ESP), hereinafter the "Association" or "Union", as the sole and exclusive bargaining representative for all regularly employed full and part-time educational support personnel employed by ECHO in the positions of instructional paraprofessional and non-instructional attendant, and excluding the Director, the Assistant Directors, Principals, Assistant Principals, Program/Project Directors, Program Facilitators, all regularly employed ECHO personnel employed in a position for which certification is required under Article 21 of the Illinois School Code, individuals employed in a position for which a minimum of a four-year degree from an accredited college or university is required, and individuals holding positions which require licensure or registration such as certified occupational therapy assistants, physical therapy assistants, registered nurse, interpreter for deaf individuals and vocational evaluator, all secretarial staff, maintenance and custodial staff, and all supervisory, confidential, and managerial employees as defined by the Illinois Labor Relations Act (IELRA).

The term "bargaining unit member", or "employee", when used hereinafter in the Agreement shall refer to all employees represented by the ECHO ESP/IEA-NEA in the bargaining unit as above defined. The term "Employer", "Board", or "District" when used hereinafter in this Agreement shall refer to the Executive Board or its administrative agents.

#### **1-2 FAIR SHARE**

- A. Each bargaining unit member, as a condition of her/his 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 the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. In the event that the bargaining unit member does not pay her/his fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer, its members, its agents, and/or its employees, brought in a court or administrative agency because of its compliance with this Article, the Association 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 the Association, and permits the Association to intervene as a party if it so desires; and,
  - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer, its members, its agents and its employees, 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.

It is expressly understood that this save 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 Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide 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 the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE II**

### **RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION AND THE BOARD**

#### **2-1 RIGHT TO ORGANIZE AND PARTICIPATE**

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of service and the quality of the educational environment.

This Section of the Agreement shall not be subject to the grievance procedure and shall be under the exclusive jurisdiction of the Illinois Educational Labor Relations Board for interpretation and enforcement.

#### **2-2 CONTRACTS**

The Board will not issue individual employee contracts to employees holding bargaining unit positions that contain terms inconsistent with the terms of this Agreement.

#### **2-3 USE OF BUILDINGS**

The Association and its representatives shall have the right to use ECHO School for meetings and to transact official Association business on ECHO School property at all reasonable times outside the normal work day provided that such business does not interfere with or interrupt normal school operations or other prior scheduled use and provided that when special custodial or other services are required as a result of such use, the Board may make a reasonable charge therefor. The Association shall submit a request to the Director or his/her designee within a reasonable period of time prior to such contemplated use. The Association shall defend, indemnify and hold harmless ECHO, its members, its agents, and its employees against any and all liability arising out of such use. The Association assumes liability for any and all damage to ECHO property resulting from such use. Such use shall be subject to reasonable rules and regulations promulgated by the Board and the policies of ECHO relating to building use.

Association Representatives may call on-site meetings not to exceed thirty (30) minutes in duration. The short site-based meetings will be attended only by staff assigned to that site and the President of the Association or his/her designee. All provisions contained in the preceding paragraph pertaining to Association use of ECHO School property shall be applicable to such on-site meetings.

## **2-4 USE OF EQUIPMENT**

If approved by ECHO administration, the Association shall be allowed reasonable use of ECHO photocopying equipment and fax machines, at reasonable times when such equipment is not otherwise in use and provided that the Association shall pay all costs associated therewith. Requests to use such equipment shall be made in advance to the administrative staff responsible for such equipment. The Association shall also be allowed reasonable use of the employee mailboxes and the ECHO interoffice mail system.

The Board shall make available space for the Association for operation of the Association computer.

Employees shall be allowed emergency local calling use of the telephones during times when such use does not interfere with the employee's performance of her/his duties.

## **2-5 INFORMATION**

The Board agrees to work in good faith with the Association to make available for reproduction to the Association, upon written request, all available public non-confidential information already compiled concerning the financial resources of the Cooperative, such as, but not limited to, annual financial reports and audits, annual budgets, agenda and minutes of all open session Board meetings after approval by the Administrative District, and treasurer's reports. The Board may assess the Association a reasonable charge for copying expenses for materials other than Board agenda and minutes at a cost not to exceed 10 cents per page.

Nothing herein contained shall require the Board administrative and clerical staff to research or assemble information.

## **2-6 EMPLOYEE LISTS AND ASSOCIATION OFFICIALS; BOARD MEETINGS**

- A. Names, sites, locations, home addresses, and job titles of all bargaining unit members shall be provided by the Director to the Association Treasurer by October 15 of each year. Such information pertaining to employees hired after October shall be provided to the Association on a monthly basis. The Association shall notify the Director by September 15 of each school year and subsequent to any changes thereafter, of the identity of officers of the Association and the building representatives for each ECHO program site.
- B. The Association President or his/her designee shall have the right to attend all ECHO Executive Board meetings held in open session. The Association President or his/her designee shall have the right to address the Board during the audience participation portion of the ECHO Executive Board meeting in addition to times to



be determined by the Director or his/her designee. Personal leave or Association leave will be used to attend this meeting. The Association speaker shall give the Director three (3) days written notice of his/her intention to address the Board and the topic to be addressed.

## **2-7 PERSONNEL FILES**

- A. There shall be only one (1) official personnel file for each employee. Prior to any material being placed in any employee's file a copy of such material shall be provided to the employee unless such material is exempt from employee inspection under the Illinois Personnel Records Act.
- B. Any material relating to any employee's conduct, service, character, or personality to be placed in her/his personnel file, shall be acknowledged by the employee by affixing her/his signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not indicate agreement with its contents. All such material shall be placed in the employee's file within 30 days of receipt of same.
- C. Each employee shall have the right to review the contents of her/his personnel file except those materials which, by law, are confidential and can obtain copies of materials upon payment of a reasonable fee for copying costs not to exceed 10 cents per page. Requests to review a personnel file shall be submitted in writing to the Director or her/his designee. Such review shall take place at a mutually agreeable time.
- D. At the employee's request, a representative of her/his choice may accompany the employee in this review.
- E. Any employee shall have the right to attach a written response to any material in her/his file.
- F. Employees will be notified in writing within three business days of any request to view an employee's personnel file under the Freedom of Information Act. This notice will include a copy of the FOIA request.

## **2-8 PAYROLL PROCEDURES**

- A. All employees shall be paid in person at the sites unless on an extended leave with pay, then the employee may request that her/his checks be mailed to the employee's address. Any employee who: (1) desires paychecks be mailed on a regular basis, or (2) desires paychecks to be mailed during the summer, or (3) who is on leave lasting longer than one (1) pay period and wishes to have paychecks

mailed, shall provide the Payroll Designee with a self-addressed, stamped envelope for such purpose.

- B. Except as noted in section 2-8 D, if the regular pay dates during the school year, which will be biweekly, do not fall on a regular work day, employees shall receive their pay on the last workday preceding the regular payday.
- C. Each school year, all bargaining unit members shall be placed on a twenty-six (26) pay period bi-weekly schedule, with the exception of non-instructional attendants who will be paid bi-weekly based on time worked in the previous pay period.
- D. Employees will receive June paychecks (21<sup>st</sup> and 22<sup>nd</sup> paychecks) on a bi-weekly schedule that follows the school year's pay schedule regardless of the final staff attendance day. On the 21<sup>st</sup> payday the Board will pay all employees his/her compensation that would otherwise be paid on the 23<sup>rd</sup>, 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> pay dates.
- E. Direct Deposit

If an employee chooses, ECHO shall compensate employees placed on the salary schedule by direct deposit of paycheck funds into the banking facility of the employee's choice. The employee shall be responsible for providing the name of the banking institution and account information to the Employer.

## **2-9 PAYROLL DEDUCTIONS**

- A. Payroll deductions for the employee's Association dues, and any other deductions permitted by law, shall be made on an authorization form supplied by ECHO. Such authorization shall continue in effect unless revoked in writing by the employee.

Pursuant to such authorization for dues, the Board shall deduct Association dues from each paycheck beginning with the first pay date in October and ending with the second pay date in June. Association dues deductions for employees who become members after the first payroll deduction shall be prorated as to complete payments by the last payroll of the current year. The Association will provide the current dues rates to the payroll clerk by September 15<sup>th</sup> of each year.

- B. Voluntary payroll deductions for other than Association dues will be taken out of not more than twenty-two (22) paychecks. Voluntary payroll deductions will not be taken out of the 23<sup>rd</sup> through 26<sup>th</sup> pay dates.

## 2-10 SENIORITY

- A. Definition of Seniority – Seniority is the length of an employee's continuous service with ECHO within his/her category of position and ECHO program category starting with the first day on which duties are performed. Part-time service performed will be counted pro rata within the category of position and program category to which the employee is assigned. Categories of position are as follows:

Instructional Paraprofessional (Highly Qualified as per the NCLB)  
Non-Instructional Attendant (Minimum of High School Diploma)

Program Categories for purposes of seniority calculations shall be as follows:

**Low Incidence Programs Category** – ECHO School, ABLE, ECHO Early Childhood/Elementary School and Satellite Program, Communication Development Program, Deaf and Hard of Hearing Programs, Physically Health Impaired Programs, Visually Impaired Programs, District Assignment Program

**Behavior Programs Category** – PACE, AFL, BD/ED/Alternative Programs

Should a non-instructional attendant become qualified as an instructional assistant and move into an instructional assistant position they will retain their current seniority within the non-instructional attendant category of the position and begin accruing seniority in the instructional assistant category of position.

No employee assigned to the position of non-instructional attendant shall have any guarantee of continued employment, but will have right of recall subsequent to the occurrence of any of the following events:

1. The student(s) assigned to the non-instructional attendant no longer requires the services of the attendant; or
2. The student(s) assigned to the non-instructional attendant ceases to attend the program to which the attendant was assigned.

In such events, the non-instructional attendant shall be given 30 days advance notice prior to termination of employment, but will be recalled to a vacant position based on seniority.

- B. Probation – Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Employees' probationary period shall be ninety (90) work days during the regular school term. Probationary Employees are subject to immediate termination for any reason. The provisions of Section 3-3 ("Employee Discipline") are not applicable to Probationary Employees.
- C. Reduction-In-Force and Recall
1. Removal, Dismissal and Recall – If an employee is removed or dismissed as a result of a decision of the Board to decrease the number of educational support personnel employed by the Board or to discontinue some particular type of educational support service, the employee with the shorter length of continuing full-time service with the Board, within the respective category of position, shall be dismissed first.
  2. Breaking of Ties – In the event that more than one (1) individual bargaining unit member within the same category of position has the same starting date of work, position on the seniority list shall be determined by the Director or his/her designee based on the employee's prior work experience, job performance and educational history. If prior work experience, job performance and educational history are equal, the tie will be determined by drawing lots.
  3. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees so removed or dismissed from that category of position, so far as they are qualified to hold such positions. To be "qualified" for a position, an employee must meet all of the requirements for the position, including any prerequisites established by the Board for that particular position. Any recalled employee shall retain his/her previously accumulated seniority, but shall not accrue additional seniority for the period after the dismissal and prior to reemployment.
  4. An "available position" or "vacancy" shall include any regular full-time educational support position which the Board determines is available within a specific category of position. Any substitute, short-term, temporary or other position which is not available on a regular full-time basis shall not be considered an "available position" or "vacancy."

5. To be eligible for recall, a dismissed employee must provide to the Board, in writing, prior to the last day of the school term of dismissal, the address where the employee may be reached. The employee must also notify the Board, in writing, within ten (10) calendar days of the Board's mailing of the notice of vacancy, or within five (5) calendar days of the employee's receipt of the notice, whichever shall first occur, of the acceptance of any vacant position offered to the employee during the recall period. Absent extenuating circumstances, the employee's failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment. Any employee who rejects an offer of an available full-time position in any category of position in which he/she is qualified shall be deemed to have waived his/her recall rights under Section 10- 23.5 of The School Code and will no longer be eligible for any other vacant positions that become available during the recall period.
  6. If an employee is unavailable during the time of the recall period, he/she may notify the Program Supervisor, in writing, that he/she will accept any vacant position offered to him/her during the recall period. In such instance, however, the employee may not accept such position unless he/she is prepared, upon receipt of notice of such vacancy, to assume the position at the start of the session.
- D. Maintaining and Distributing Seniority Lists - The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and distributed to employees within thirty (30) work days after the effective date of this Agreement, with revisions and updates prepared and distributed by no later than November 15 annually and when the need arises. A copy of the seniority list and subsequent revisions shall be furnished to the Association President, and mailed to the building representative at each worksite. Any objections to an employee's placement on the seniority list shall be submitted in writing to the Director no later than December 15, or such objections shall be deemed waived for the remainder of time that seniority list remains in effect.
- E. Development of Seniority Lists - Seniority lists shall include names of all bargaining unit members, their original date of hire, the number of years' experience within their respective category of position and program category to which they are assigned, and any other information mutually agreed to by the Director and President of the Association.

- F. Loss of Seniority – Loss of seniority shall occur based on the following:
1. Resignation
  2. Dismissal for Cause
  3. Retirement
  4. Declination of an offer of full-time recall or failure to respond to an offer of full-time recall absent extenuating circumstances
  5. Reduction-in-force without recall
  6. Full-time employment by ECHO outside of this bargaining unit.
- G. Suspension of Seniority – Seniority is retained and shall not accrue during unpaid leaves of absence and reduction in force.
- H. Seniority will continue to accrue during an approved Family Medical Leave.

## **2-11 NO STRIKE**

- A. During the term of this Agreement the Association and members of the bargaining unit shall not engage in or encourage any strike, walkout, interruption of services, or similar concerted activity.
- B. Should any member of the bargaining unit be assigned to work in any workplace where a member of any other bargaining unit is engaged in a strike, the ECHO-ESP, IEA-NEA employee shall not be assigned or asked to perform any of the duties of the striking employee(s). Should ECHO suspend its programs during a strike by any other bargaining unit, where feasible, members of the ECHO-ESP bargaining unit may be reassigned to other ECHO activities, consistent with the above provisions.

## **2-12 PROTECTION OF AN EMPLOYEE**

- A. Assault/Battery – Any case of assault and/or battery upon an employee while in the course of employment shall be promptly reported to the Administration. The employee and any witnesses shall complete an incident report. An employee may file report/charges with the appropriate local law enforcement agency; ECHO will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement.

- B. Threats by students – In the event that a student makes a threat of physical injury against an employee, the Administration will meet with the employee reporting the threat at the employee's request. The employee and any witnesses shall complete an incident report. An employee may file report/charges with the appropriate local law enforcement agency. ECHO will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement.
- C. Locked storage – All employees shall be provided a locked area in their building or classroom to store personal belongings.

## **ARTICLE III**

### **ASSIGNMENTS, EVALUATIONS, DISCIPLINE AND VACANCIES**

#### **3-1 EMPLOYEE ASSIGNMENT**

- A. All employees shall be given notice of their building/site assignments, specific job assignment, a copy of written job description including any currently known school health procedures that need to be performed, and class assignments for the forthcoming year as soon as possible, and except in cases of emergency, thirty (30) days prior to the start of the school year. Should any school health procedures need be performed; appropriate training will be made available.
- B. In the case of an involuntary change in assignment or transfer, the employee affected shall be notified within five (5) business days of the knowledge of such a change and, upon the request of the employee, the changes shall be promptly reviewed between the Director or his/her representative and the employee affected and his/her representative. Upon request within five (5) business days of the notification of the change, any employee affected by an involuntary transfer shall have the option to be released from his/her employment by ECHO.
- C. Reasonable efforts will be made to avoid the assignment of employees to more than one (1) building. Employees who are assigned to more than one (1) building shall have their work schedules arranged so that travel time does not infringe upon the employee's lunch period.

#### **3-2 EMPLOYEE EVALUATION**

- A. Within thirty (30) days after the beginning of employment, the administrator shall acquaint new employees with evaluation procedures, standards and instruments to be used and shall advise employees as to who shall observe and evaluate performance.
- B. Employees in their first year of employment with ECHO shall be evaluated two (2) times during the school term, one each semester by their immediate supervising teacher and administrator.
- C. After one (1) year of employment, employees shall be evaluated at least once each school year, no later than May 15. After five consecutive years of receiving an excellent performance rating, the completion of a formal evaluation will be bi-annually. Informal appraisals of performance occur on an ongoing basis.



- D. The individual responsible for evaluating the employee shall bring deficiencies observed by that individual to the attention of the employee in a timely fashion.
- E. Evaluation reports shall be reduced to writing with a copy given to the employee within five (5) school days of preparation of the report. The employee and the evaluator shall mutually agree to a conference to discuss the evaluation within five (5) school days after the employee has received the evaluation.
- F. Following the post evaluation conference, the employee shall sign and be given a copy of the final evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. An employee may submit additional comments to the written evaluation. All written evaluation reports with the employee's comments, if any, attached are to be placed in the employee's personnel file.
- G. Neither the Association nor an employee shall be allowed to grieve the employee's evaluation ranking or the content of the evaluation.
- H. A standard evaluation form shall be developed in consultation with the Association. A standing committee will be established to review the evaluation process and the instrument. The Association President will appoint one-half of the committee members. Recommendations for changes will be made to the School Board. Final determination of evaluation instruments shall be at the discretion of the Board.

### **3-3 EMPLOYEE DISCIPLINE**

- A. No employee shall be disciplined, reprimanded, suspended, reduced in rank, docked, or have their assignment changed without cause. Only discipline resulting in discharge during the school term for cause or suspension without pay of more than five working days pursuant to the Joint Agreement policy on suspension without pay shall be subject to the arbitration provisions of the grievance procedure.
- B. The Board, the Director or her/his designee, may progressively discipline an employee through oral reprimands, written reprimands, suspensions with or without pay, reductions in rank, docking, or a change in assignment.
- C. ECHO recognizes the use of progressive discipline where appropriate provided that nothing in this Section shall require the Board or the Director, or her/his designee, to exhaust any or all of the foregoing disciplinary actions when the action(s) of an employee necessitates immediate disciplinary action.

An employee may have a representative of the Association present at any meeting which could result in disciplinary action. The employee will be notified verbally of the cause for the meeting, the issues to be discussed at the meeting and of the employee's right to have an Association representative present at the meeting.

Generally, the employer will schedule the investigatory meeting at a time/date that respects the availability of the employee's chosen representative. When unique circumstances make such scheduling impossible, the employer will grant the employee the choice of another representative to attend the meeting at the scheduled time.

Should no representative be available at the site then the meeting will be rescheduled for the next school day. Nothing shall preclude the employee from attending such meetings.

- D. The right to a representative shall not apply to evaluation conferences or informal, impromptu discussions regarding employee performance.
- E. A suspended employee found not to have engaged in the alleged actions shall be reinstated with full back-pay and any other benefits lost as a result of the suspension.

### **3-4 VACANCIES AND TRANSFERS**

- A. Definition – A vacancy occurs whenever a current or newly created position exists and cannot be filled by employees who have been dismissed pursuant to a reduction-in-force.
- B. Notice of all vacancies shall be posted during the regular school year and summer school session on a designated bulletin board in all ECHO sites where one (1) or more classrooms are located, with a copy posted in the Joint Agreement Office and a copy sent to the Association President. Effort will be made to post such notice at least five (5) school days prior to the vacancy being filled. Such notice shall contain the job category of position, rate of pay, minimum requirements and the name of the person to contact regarding the position. A vacancy may be filled on a temporary basis. However, vacancies or newly created positions occurring within ten (10) school days prior to the first full day of staff attendance at the site of the vacancy or five (5) school days after the first day of full staff attendance at the site of the vacancy do not require posting for five (5) school days before a permanent hiring decision is made.

- C. Those presently employed who are qualified and meet the minimum requirements and who have applied for such positions shall be given consideration.
- D. The Executive Director reserves the right to administratively transfer employees. Employees who are involuntarily transferred to an open position within the same category of position within another ECHO program category will retain their seniority status within both ECHO program categories. The President of the Association shall be notified in every case where a vacancy as defined in (A) above is to be filled by an administrative transfer rather than through the above procedure. Should the employee refuse the involuntary assignment, he/she will have the option to resign or be released from his/her employment.
- E. Employees who voluntarily transfer to open positions within the same category of position within another ECHO program category will retain their seniority status within both ECHO program categories.

## ARTICLE IV

### LEAVES

#### 4-1 FAMILY AND MEDICAL LEAVE

- A. Full-time employees who have been employed in a full-time capacity for at least twelve (12) months and have at least 1,150 hours of service in ECHO during the twelve months which precede the period of the requested leave shall be entitled to up to twelve (12) weeks of unpaid leave according to the terms of the Family and Medical Leave Act (FMLA) in any school year. An eligible employee **may** substitute accrued paid sick leave and personal leave days for unpaid leave days taken under subparagraphs B.3 and B.4 below. The term "equivalent position" shall mean any position for which an eligible employee is legally qualified of like pay, status, and benefits as the position the employee held immediately prior to the commencement of the Family Medical Leave.
- B. Family Medical Leave shall be granted for one (1) or more of the following reasons:
1. for birth of the eligible employee's son or daughter or to care for the child after birth;
  2. for placement of a son or daughter with the eligible employee for adoption or foster care, or to care for the child after placement; or
  3. to care for the eligible employee's spouse, son, daughter, or parent with a serious health condition; or
  4. because of a serious health condition that makes the employee unable to perform the function of the employee's job.
- C. Types of Family and Medical Leave
1. Parental Leave - Leave taken in connection with the birth of a child or the placement of a child with an eligible employee for adoption or foster care. Any parental leave must be completed within twelve (12) months of the child's birth or placement.
  2. Family Medical Leave - Leave taken to care for a son, daughter, spouse, or parent with a serious health condition.

3. Personal Medical Leave - Leave taken because the eligible employee is unable to perform the functions of his or her job due to the employee's own serious health condition.

D. Service-Member Family Leave

Eligible employees (spouse, son, daughter, parent or next of kin of a covered service-member) shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period subject to the FMLA and the Department of Labor's governing regulations.

E. Duration and Scheduling of Leaves

1. Eligible employees may take up to twelve (12) work weeks of family and medical leave in a twelve-month period. For the purpose of this leave section, a twelve-month period shall be defined as the twelve-month period measured forward from the date any employee's first FMLA leave begins.
2. Leave may be taken:
  - (a) In a single period not exceeding 12 work weeks;
  - (b) Intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition.

F. Employee Notice of Leave

1. An eligible employee requesting family or medical leave must provide notice to the Executive Director as soon as practicable. Where the need for leave is foreseeable, such as leave taken for the birth of a child or placement for adoption or foster care or planned medical treatment, the employee must provide at least thirty (30) days advance notice. In the event the employee fails to provide at least thirty (30) days advance notice for a foreseeable leave, the start of the employee's leave may be delayed until thirty (30) days after notice is provided.

2. In the case of a request for intermittent or reduced schedule leave, or leave for planned medical treatment, the employee shall make every reasonable effort to schedule the leave so as not to unduly disrupt ECHO's operations.
3. In the case of an emergency, verified by a doctor, notice restrictions will be waived.

G. Medical Leave Certification

1. In requesting a leave, an eligible employee will provide sufficient information to demonstrate that the leave qualifies under the FMLA and this section.
2. In the case of a request for a medical leave, the employee shall provide, within thirty (30) days of the Executive Director's request, a medical certification, in the form attached as Appendix C, from the health care provider of the employee or the employee's ill family member, stating the reasons why the leave is necessary because of the employee's serious health condition or the need to care for a family member with a serious health condition.
3. For the purposes of this section only, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:
  - (a) In-patient care in a hospital, hospice, or residential medical facility, or any subsequent treatment in connection with such inpatient care; or
  - (b) Continuing treatment by a health care provider which includes any one or more of the following:
    - (1) A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      - (A) Treatment two or more times by a health care provider; or
      - (B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment.
    - (2) Any period of incapacity due to pregnancy, or for prenatal care.

- (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
- (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective but which requires continuing supervision by a health care provider.
- (5) Any period of absence to receive treatments, including any period of recovery from such treatments, by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

H. The Board, at its expense, may require an employee to obtain a second medical opinion from a health care provider with whom the Board does not contract or regularly utilize concerning the necessity of the family medical or personal medical leave.

When the second opinion conflicts with the first, the Board, at its expense, may require a third opinion from a health care provider approved jointly by the employee and the Executive Director.

Employees who do not provide proper medical certification may be denied requested leave.

#### I. Compensation and Benefits

- 1. At the election of the eligible employee, an employee requesting FMLA leave for family or personal medical leave, or parental leave, may also use accrued paid personal and sick leave. If such election is made by the eligible employee, and after all elected accrued paid personal or sick days have been expended, the Board shall grant any necessary additional unpaid leave so that the total of available Family and Medical Leave equals (12) weeks.
- 2. An employee on family or medical leave will continue to be covered under ECHO's life, health and dental insurance plans and will receive any other insurance benefits under the same terms as if the employee had been continuously working during the leave period. The continuation of benefits pursuant to this policy ends on the effective date of the notification to the Executive Director of his or her intent not to return to work, when the employee fails to return to work on the scheduled date unless an emergency

exists preventing such a return, or if the employee exhausts his or her family medical leave rights. An employee who fails to return to work without good cause shown, shall be required to repay the cost of all insurance benefits provided during the leave.

J. Employment Status

1. An eligible employee returning from Family and Medical Leave shall be restored to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other conditions of employment. Step movement by eligible employees who take leave pursuant to this Section shall be according to Board policy or practice; benefits likewise shall be as provided by Board policy or practice.
2. An employee on leave must report every thirty (30) days on his or her status and intention to return to work and, in the case of a medical leave, provide periodic recertification by a health care provider.

**4-2 PARENTAL/CHILD-REARING LEAVE**

- A. An employee who has completed five cumulative years of employment shall be granted parental leave without pay or other benefits except those required by the Family and Medical Leave Act subject to the following conditions:
1. Application for child rearing leave shall be made in writing to the Director at least ninety (90) calendar days before the proposed commencement of such leave.
  2. The employee and the Director or designee shall mutually determine the commencement and termination of the leave. The leave shall not exceed the balance of the school year in which it commences and up to one additional school year.
  3. Sick leave shall not be applicable during the period of child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to active employment in ECHO.
  4. The employee shall continue to accrue seniority during the term of the leave provided the employee worked in excess of ninety (90) days during the year in which the leave took place.



5. With the consent of the insurance carrier, the employee may maintain medical insurance by making timely payments of all premiums to the ECHO Joint Agreement Administrative Office or elsewhere as may be directed.
  6. Any employee on parental leave of absence shall notify the Director in writing by March 1 (unless the leave begins after March 1, in which case the employee shall notify the Director by July 1) of his/her desire to return to employment the following school year. If such notice is not given by the designated date, the employee shall be deemed to have resigned. If the leave is for the first half of the school year only, the employee shall notify the Director by November 15 of his/her intention to return at the beginning of the second semester, or at least sixty (60) calendar days prior to the expected date of return if the employee serves in a program not utilizing a semester calendar.
  7. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Director in writing upon the latter of the initiation of the legal proceedings or the employee's acceptance by an adoption agency, whichever shall be applicable. Leave shall be granted upon written notification to the Director of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Director informed of the status of the proceedings and, as soon as known, the expected day of receipt of the child.
  8. An employee granted a leave of absence hereunder shall agree in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.
  9. Upon return to employment from leave, the employee shall receive an available assignment consistent with his/her professional preparation, provided that the leave status will not exempt the employee from Reduction in Force. Placement in his/her previous assignment is not guaranteed.
- B. The provisions of Section 4-2 shall not apply to employees employed in the non-instructional attendant category of position.

#### **4-3 PERSONAL BUSINESS/SICK LEAVE**

- A. Personal Business Leave – Each employee employed on a minimum of a .923 full-time equivalency basis shall be entitled to two (2) Personal Business days annually. Employees employed less than .923 full-time equivalency shall be entitled to one (1)

calendar day Personal Business day annually. Employees may use said leave to attend those items of pressing personal business or events which cannot be attended to other than during school time in increments of not less than one-quarter (1/4) day. In cases of emergency or unusual circumstances, the Director or his/her designee may determine whether a leave may be granted in either the first or the last week of the school year, or the day immediately prior to or following a school holiday or vacation. Any granting of such leave shall not be deemed to create a precedent or prior practice. Non-instructional attendants shall be entitled to use up to two (2) sick leave days for personal business.

1. Upon forty-eight (48) hours or more notice to the Director or designee, an employee may use any accrued personal leave for purposes as set forth above.
  2. Upon less than forty-eight (48) hours notice the Director or designee may determine if such leave will be granted. Any such determination of emergency resulting in a grant of such leave shall not be deemed to create a precedent or prior practice.
  3. If an employee takes personal time without proper notification or approval, the employee may be docked in pay based upon the employee's per diem salary and may be subject to discipline pursuant to Section 3-3 of the Collective Bargaining Agreement.
  4. If the leave taken with approval falls outside of the student day, no personal leave time will be charged to the employee for up to four (4) times during a school year.
  5. Unused personal business days shall be allowed to accumulate solely for the purpose of increasing each employee's accumulated and unused sick leave.
- B. Sick Leave – Each full-time employee, with the exception of any employees employed in the non-instructional category of position, shall be annually entitled to twelve (12) sick days per school year. Employees employed in the non-instructional attendant category of position shall be annually entitled to ten (10) sick days per school year. Each employee employed less than full-time shall be annually entitled to sick leave pro-rated consistent with percentage of time employed in each such year. Sick leave shall be defined as personal illness, maternity, quarantine at home, or illness/death in the immediate family or household.

The immediate family, for the purpose of this Section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and others with the approval of the Director.

For purposes of leave for death in the immediate family, immediate family shall also include aunts, uncles, nieces and nephews.

Unused Sick Leave – Unused sick leave shall accumulate to a limit of three hundred and forty (340) days. Unused personal business days shall be allowed to accumulate as sick leave.

Upon termination of employment, employees shall receive twenty-five dollars (\$25.00) for each unused sick leave day accumulated, after deducting those accumulated sick leave days to be applied, at the employee's option, to IMRF retirement credit, not to exceed a total payment for unused sick leave of one thousand five hundred dollars (\$1,500.00)

To receive this benefit employees must have completed fifteen (15) years of full-time employment, and must notify the Director in writing of their resignation at least thirty (30) days prior to the date of termination.

- C. Sick Leave – Maternity – An employee may utilize accumulated sick leave during any period of illness related to a pregnancy and/or related to the delivery of the child. If such employee shall have exhausted accumulated sick leave, the employee shall be granted a leave of absence without pay or other benefits during such period of illness provided, however, that such disability leave shall not exceed one (1) year in duration. Such employee shall return to employment immediately following the termination of such illness. Should the employee not choose to request a leave of absence, the employee may elect to access the Family Medical Leave Act, Section 4-1 of the Collective Bargaining Agreement.
- D. Bereavement Leave – Bereavement leave shall be defined as death in the immediate family or household. For the purpose of determining eligibility for bereavement leave, the immediate family shall include parents, spouse, siblings, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, uncles, nieces, nephews, and others with the approval of the Director. Each full time employee shall be entitled to use up to three (3) days of bereavement leave per year. In the case of the death of a child or spouse, an employee may be entitled to two (2) additional days. Total bereavement days per year shall not exceed five (5) days. Employees may be required to provide documentation of death in the immediate family/household in the form of death certificate, funeral home records, death notice or obituary, etc.

If bereavement leave extends past the approved number of days, use of accumulated sick days will be allowed as set forth in subsection B.

#### **4-4 UNPAID LEAVES OF ABSENCE**

- A. An employee who has completed five consecutive years of full-time service may apply for and shall be granted a leave of absence for a period not to exceed one (1) year in length for the purposes listed herein. An employee may not be entitled to more than one such leave in any given school year. No more than three (3) employees within an ECHO program may be granted such leave within a given school year. Such leave may be extended for an additional year with Board approval. All such leaves shall be without pay and benefits, and the absence from employment shall not allow the employee on leave to advance on the salary schedule. The employee shall continue to accrue seniority only if he/she has worked in excess of ninety (90) days in each year during which the leave was taken. Requests for leaves of absence shall include the reason for the leave along with notification of the proposed beginning and ending dates of the leave. An employee returning from a leave of absence shall be placed at the experience (pay) level that he/she was placed at the commencement of the leave.
- B. Such leaves may be for purposes of advance study, military service, extended illness and/or disability or for other purposes approved by the Board in its sole discretion.
- C. The employee requesting such leave shall apply in writing for the leave with the Director thirty (30) days prior to the next Executive Board meeting.
- D. An employee on leave of absence shall notify the Director, in writing, at least sixty (60) days prior to their desire to return to work.
- E. The provisions of Section 4- 4 shall not apply to employees employed in the non-instructional attendant category of position.

#### **4-5 WORK-RELATED INJURY**

An employee who is eligible to receive Illinois Worker's Compensation temporary disability benefits for a period of absence from employment may elect whether to take sick leave benefits or Worker's Compensation benefits during the period of disability. If the employee elects to take a paid sick leave during the period of disability, said employee shall turn over to the Board the amount of Worker's Compensation benefits received. If the employee elects to take Worker's Compensation benefits during the period of disability, the said employee shall not have any reduction of sick leave credit accrued. An employee who has exhausted his or her sick leave accumulation shall not receive a salary and shall not be required to turn over to the School District any Worker's Compensation benefits which he or she receives.

If an employee sustains a work-related injury which requires medical treatment during the employee workday on the date of the injury or the following two (2) workdays, the employee will not be charged sick leave or personal leave for time absent for purposes of receiving medical treatment on such days, provided the employee furnishes a physician's certificate that medical treatment during the employee's workday was necessary.

#### **4-6 ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to ECHO Executive Board meetings, local, state, or national conferences, or to have members released from duties to conduct Association business with the approval of the Association President, such representatives shall be excused provided that when the conference or Association business conflicts with a previously scheduled school calendar event, such absence shall require prior Director approval. The cost of substitutes shall be borne by the Association. Total leave in each school year for such Association purposes shall not exceed a total of fourteen (14) days or three (3) consecutive days for one (1) individual. Three (3) of the aforementioned days are to be used exclusively for Association Representation at Board meetings. No more than three (3) individuals may utilize Association Leave on the same day. Written request for such leave shall be submitted to the Director at least ten (10) working days in advance and shall identify the employee(s) who will be utilizing such leave.

The term "Association business" shall not include collective bargaining, preparation for collective bargaining, processing and/or preparing for grievances, arbitrations, unfair labor practice charges and/or any other claims or complaints against ECHO or any other type of advocacy activity.

The attendance of bargaining unit employees providing testimony at hearings related to the arbitration of a grievance or an unfair labor practice charge, the grievant, and up to two (2) Association representatives shall not be considered "Association business" for purposes of the annual total of fourteen (14) Association Leave days. The Association shall bear the cost of substitutes necessary for the attendance of said bargaining unit members at the then-current substitute rate of pay. There will be no reduction in the employee's leave.

#### **4-7 SICK BANK LEAVE**

The Board in cooperation with the Association shall establish a sick leave bank subject to the following guidelines:

- A. Employees within their first year of continuous service or Sick Leave Bank enrollment may use a maximum of ten (10) sick bank days. Employees in their

second year of continuous service or Sick Leave Bank enrollment may use a maximum of fifteen (15) sick bank days.

- B. The Association President shall appoint three (3) members who will act as a Committee in all matters that concern the policies of the Sick Leave Bank. The Committee will have final administrative responsibility for the Bank.
- C. To be a member of the Sick Leave Bank, employees must donate two (2) sick leave days the first year of membership and one (1) sick leave day thereafter per school year to the Sick Leave Bank by October 15th. Membership in the Sick Leave Bank shall be voluntary and shall continue until the Committee is notified in writing that the employee has withdrawn from the Sick Leave Bank. If an employee decides to terminate their participation in the Sick Leave Bank, they must do so prior to October 15th. The days already donated by said employee shall remain in the Sick Leave Bank.
- D. The employee may not withdraw days from the Sick Leave Bank until the employee's own accrued sick leave has been depleted without pay, and the employee goes three (3) days without pay and a written certificate of illness from a licensed physician has been received by the Committee. The Committee will then consider the application for withdrawal. An employee withdrawing sick leave days from the Bank will not have to replace these days except as a regular yearly contributing member of the Bank. Application for benefits must be made five (5) days prior to docked days.
- E. Withdrawals from the Sick Leave Bank may be made only for the remainder of the school term in which such withdrawal was commenced. However, no employee shall be permitted to withdraw more than sixty (60) days in any school year from the Sick Leave Bank.
- F. If the Sick Leave Bank becomes depleted during any given school year, the Committee may request each contributing member to donate one (1) additional day to the Bank, but no employee shall donate more than two (2) days per year to the Sick Leave Bank, except for the first year membership in the Sick Leave Bank, where maximum donation is three (3) days. The maximum number of days that may accumulate in the Sick Leave Bank is one thousand (1,000) days. In the event the Sick Leave Bank is terminated, the available days will be prorated to the contributing members of the Sick Leave Bank. The Sick Leave Bank shall be terminated only upon unanimous consent of the Committee members.
- G. An employee shall not hold the Board, Administration, or the Association liable for decisions made by the Committee, Administrative District, Administration, or the Executive Board of the ECHO-ESP Association, or their respective designee.

- H. The Association shall have the responsibility for the administration of the Sick Leave Bank and shall report all data as required by the Board for use in administration of individual employees' sick leave accounting.
- I. Nothing in this Section shall be construed as placing any obligation on the Board to contribute, advance or loan additional sick leave days to the Bank should all days be used up in any period or periods of its operation.
- J. The employees shall notify the Administration and Association of their return to work. Any unused sick leave bank days shall be returned to the Sick Leave Bank.
- K. The Administration will provide the Association with an annual accounting of Sick Leave Bank days used each school year.
- L. In the event an employee wishes to avail him/her of sick leave bank for bereavement, he/she may do so using up to three (3) full days consistent with sick leave bank policy.
- M. In the event an employee wishes to avail him/her of sick leave bank for work related injury, he/she may do so using up to three (3) full days consistent with sick leave bank policy. Said employee shall turn over to the employer the amount of any worker's compensation benefits received for these three (3) days.

## ARTICLE V

### EXTENDED SCHOOL YEAR

#### 5-1 EXTENDED SCHOOL YEAR

- A. Participation in these programs will be voluntary.
- B. Attempt will be made to post positions in these programs annually by June 1. Ordinarily, preference will be given to present qualified ECHO employees before non-employees outside the bargaining unit are hired. If a non-employee outside the bargaining unit is hired instead of a bargaining unit member, when requested, the bargaining unit member shall be given an explanation for the hiring decision.
- C. In the event travel from one worksite to another is required, the employee shall be entitled to mileage pay at the rate set forth in the Agreement.
- D. Salary for summer school and summer work programs shall be as follows:

Summer 2012	\$17.00 hour
Summer 2013	\$17.25 hour
- E. Employees shall be paid bi-weekly.



## ARTICLE VI

### COMPENSATION AND RELATED PROVISIONS

#### 6-1 SALARY

- A. The starting salary for newly hired paraprofessionals after August 1, 2011 will be equal to \$14,950.
- B. Steps shall be equal to years of service in the ECHO Cooperative based on initial placement, with the exception of the non-instructional attendant category of position. Employees shall move one step each year and across lanes with appropriate documentation and shall be paid in accordance with the schedules included in this Agreement as Appendices A and B.

After completion of step 19 and the 60 plus hours lanes, instructional paraprofessional shall in subsequent years receive a six hundred dollar (\$600) annual increase over the previous year's salary.

- C. Individuals employed in the non-instructional attendant category of position shall be paid as follows:

2011-12	\$77.00
2012-13	\$78.00

The assignment of Assistant to the Dean will be paid at 100% of his/her respective lane and step on the salary schedule plus \$5,150. These employees will be required to work additional hours as directed by administration.

The assignment of Technology Facilitator will be paid at 100% of his/her respective lane and step on the salary schedule plus \$2,750. These employees will be required to perform technology-related duties as directed by administration.

The position of non-certified Job Coach will be paid at 100% of his/her respective lane and step on the salary schedule plus \$2,750. These employees will be required to perform job-coaching duties as directed by administration.

The position of Art Facilitator will be paid at 100% of his/her respective lane and step on the salary schedule plus \$2,750. These employees will be required to perform art related activities as directed by administration.

## **6-2 EXTRA DUTY PAY**

In the event employees are offered the extra duties specified in the Extra-Duty Pay Schedule set forth in the collective bargaining agreement between the ECHO Executive Board and the ECHO Employee Association, such employees shall receive the same rate of pay as set forth therein.

Upon prior approval of the program supervisor, employees who are assigned extra duties to be performed outside of the employee's regular workday shall receive compensation in the amount of \$10.00 per hour, up to a maximum of \$80.00 per day.

## **ARTICLE VII**

### **EMPLOYEE GUARANTEES**

#### **7-1 COMPENSATION FOR LOSS OF DUTY-FREE LUNCH**

When requested by an administrator or in case of an emergency that is cleared with the administrator upon or immediately after its occurrence, whichever is feasible, an employee who agrees to surrender her/his duty free lunch shall be paid at the rate of **\$10.00** per lunch period. Emergencies are defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action.

#### **7-2 TUITION REIMBURSEMENT**

- A. Tuition reimbursement shall be available to employees for semester hours of credit earned from an accredited institution. The tuition reimbursement shall be paid for education which maintains or improves job related skills. It shall not be paid for course work needed to meet minimum requirements of the job assignment presently held by the employee, nor shall it be paid for qualifying an employee for a new trade or business.

Tuition reimbursement shall also be available for costs incurred for ISBE approved assessments for interpreter skills for deaf individuals.

The additional criteria set forth in B. below shall apply where applicable.

- B. Additional criteria per tuition reimbursement are as follows:
1. The course work must be recommended for approval by the Program Administrator and approved by the Joint Agreement Director.
  2. Reimbursement for tuition shall be limited to a maximum of nine (9) semester hours in one fiscal year, July 1 through June 30.
  3. A course grade of C or better, or "pass" if no grades are assigned, is necessary for reimbursement to be provided.

4. For each school year of this Agreement, tuition will be reimbursed at the following rates:  
  
2011-2012     \$130.00 per semester hour  
2012-2013     \$140.00 per semester hour
  5. Reimbursement shall be paid the employee only upon his/her return to ECHO employment the following year.
  6. One official transcript shall be provided to the Program Administrator prior to any payment of reimbursement.
- C. Course work should not interfere with the responsibilities and obligations that all staff have to students.
- D. A cap in the amount of \$19,000 per year will be established to pay the tuition reimbursement claims. If the amount requested and approved exceeds the cap for that year, a proration procedure will be utilized.
- E. Any bargaining member whose employment has been terminated as a result of a reduction in force shall be paid tuition reimbursement when such tuition reimbursement payments are customarily made to other bargaining unit members.

### **7-3 INTERNAL SUBSTITUTION**

The Joint Agreement shall attempt to provide substitutes for absent employees. In the event that a substitute cannot be provided, compensation for internal substitution may occur under the following conditions:

1. All compensation shall be subject to the approval of the Program Supervisor or Principal.
2. The student to staff ratio must exceed the ECHO class size student to staff ratio established in order for an employee to be given internal substitution pay.
3. In classrooms where (2) two or more instructional paraprofessionals are assigned, an instructional paraprofessional can be considered for internal substitution pay if the above condition outlined in #2 is met.
4. Under special circumstances, the Supervisor or Principal may authorize compensation when the above condition outlined in #2 is not met to ensure a safe and secure classroom environment.

5. Instructional paraprofessionals may be reassigned to duties within their program site without additional pay.

Instructional paraprofessionals who substitute for another instructional paraprofessional will receive no less than the current rate for substitutes, **if they** substitute for the entire day. Internal substitution duties may be shared by more than one instructional paraprofessional. Each substituting instructional paraprofessional will receive his/her share of the substitute pay.

Each program Principal will determine the number of minutes of student contact time to use in calculating compensation for instructional paraprofessionals who substitute less than the full student day. A log will be kept by the employee and submitted to the program Principal when enough minutes have been accumulated to equal a full day of compensation for substitution.

Instructional paraprofessionals who assume the responsibilities of non-instructional attendants for the entire day shall be additionally compensated at the rate of thirty dollars (\$30.00) per day. Pro-ration will not be available in this instance.

Non-instructional attendants who assume the responsibilities of either an instructional paraprofessional or non-instructional attendant for the entire day shall be compensated at the rate of thirty dollars (\$30.00) per day beyond their daily rate of pay. Pro-ration will not be available in this instance.

ECHO shall compensate twice annually for internal substitution for those employees who submit authorized timesheets by December 1<sup>st</sup> to be paid on the final payday in December; and by the last attendance day of the employee's school year to be paid on the 22<sup>nd</sup> paycheck.

#### **7-4 MILEAGE REIMBURSEMENT**

Employees who are approved to use their personal vehicle for school related business shall be reimbursed for mileage actually incurred at the current rate set by the Internal Revenue Service.

#### **7-5 JURY DUTY**

An employee who is called for jury duty shall be granted paid leave for the period of that time the employee is unable to report to work. An employee who is subpoenaed as a witness in a civil or criminal case shall be granted paid leave for the absence. Application for leave for jury or witness duty must be made seven (7) days in advance and submitted with a copy of the subpoena.

## 7-6 RETIREMENT

- A. A retirement benefit will be made available to full-time instructional paraprofessionals who meet the following eligibility requirements:
1. Have completed a minimum of twenty (20) years of continuous full-time employment with ECHO at the time of retirement, under the Regular IMRF Plan Tier 1; and twenty-five (25) years of continuous full-time employment with ECHO at the time of retirement, under the Regular IMRF Plan Tier 2.
  2. Retire under the provisions of the Illinois Municipal Retirement Fund which will not require any additional contributions from ECHO prior to the expiration date of this Agreement.
  3. Be at least 55 years of age if retiring under the Regular IMRF Plan Tier 1 or at least 62 years of age if first enrolled in IMRF's regular Plan Tier 2 on or after January 1, 2011 on the date of retirement and be eligible for pension benefits under IMRF (Public Act 96-0899).
  4. Submit an irrevocably written letter to the Board not later than May 1 prior to the last school year in which benefits are to begin.
  5. An eligible instructional paraprofessional will receive \$150.00 for each year of continuous, full-time employment as an instructional paraprofessional in ECHO, including their retirement year, not to exceed \$4500.00.
- B. In all cases the support staff employee's retirement shall be subject to the applicable provisions of the Pension Code and Illinois Municipal Retirement Fund ("IMRF") rules and regulations and the Board makes no representations or warranties regarding the creditable earnings or service recognition given by IMRF to any of the retirement benefits contained herein.
- In no event shall the Board provide any retirement incentive under this Agreement that would necessitate a payment by the Board to IMRF, or to a retired support staff employee directly, this is greater than what the Board would have otherwise paid to provide such retirement incentive under Illinois law as is existed on November 17, 2003
- C. The number of employees who may be awarded a retirement incentive in any year may be limited at the Board's option to four (4) of those eligible, with the right to participate to be allocated among those applying on the basis of seniority in Board employment. In the event of a tie in seniority in Board employment, the order of

seniority shall be determined in favor of the employee with the earliest birth date. If an employee is unable to retire in the first year s/he requests a retirement incentive and is ineligible due to the Board's exercise of the four (4) employee limitation provided in this Section, the employee will have priority to retire at the end of the following school year without losing retirement incentives.

- D. The employee's statement of intent to retire and request for the approval of a retirement incentive shall be deemed to constitute an irrevocable resignation from employment, effective on the date submitted by the employee once the request is approved by the Board. However, the employee may request to withdraw his/her statement of intent to retire for the following reasons that arise after the Board approval of the same:
1. diagnosis of terminal illness of the retiree or his/her spouse, or death of the spouse.
  2. total disability of the retiree's spouse; or
  3. serious illness of a medically and financially dependent child or parent; or
  4. legal action for the dissolution of the employee's marriage or for legal separation is filed in court before the date of retirement specified in the teacher's request for retirement.

In any of the above events, the employee will tender a written proposal for the withdrawal of his/her intent to retire and request for retire incentive. As a condition of the Board's consideration of the request, the employee will agree to a wage deduction that will repay the Board any retirement incentives paid to the employee to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept or deny the request to withdraw the resignation in its discretion, and the Board's acceptance or denial of such request shall not be reviewable under the grievance procedures or precedential in effect.

## **ARTICLE VIII**

### **WORK HOURS**

#### **8-1 WORK HOURS**

- A. The calendar for each worksite will be provided to the Association before the first workday of the school year.
- B. For those programs housed exclusively in ECHO facilities (or facilities leased exclusively for ECHO use), the employee shall follow the master calendar, length of work days, and attendance requirements adopted by the ECHO Executive Board for that site.
- C. For those programs housed by member Districts, ECHO employees shall follow the calendar, length of work days, and attendance requirements of the housing District.
- D. In the event that the work year or length of work days is changed in any program during the term of this Agreement, the Association shall be so notified. The Board or its representatives shall meet with the Association to bargain the impact of the change within ten (10) school days, unless mutually extended in writing, after the Board receives a written request from the Association to bargain impact.



## **ARTICLE IX**

### **FRINGE BENEFITS**

#### **9-1 HEALTH INSURANCE**

The Board shall provide hospital and major medical insurance, individual coverage, for eligible employees. The Board shall contribute 97% of the cost for individual hospital and major medical insurance coverage during the FY 11-12 plan year. This amount shall be adjusted to 96.5% of the cost for individual hospital and major medical insurance coverage for the FY 12-13 plan year. Additional costs related to alternative levels of coverage shall be the sole responsibility of the employee.

#### **9-2 DISABILITY INSURANCE**

The Board shall maintain for its employees disability insurance which shall be secondary to any disability benefits available through IMRF. The costs of such insurance shall be the sole responsibility of the employee.

Beginning with the 2008-2009 school year, employees will have the option to decline disability coverage for the school year. If an employee declines coverage, enrollment for future school years will be subject to the approval of the insurance carrier.

#### **9-3 DENTAL INSURANCE**

The Board shall provide dental insurance for eligible employees. The Board shall pay up to three hundred and twenty-five (\$325.00) per employee per year for the costs of such insurance. Any additional costs of such insurance shall be the sole responsibility of the employee.

#### **9-4 TERM LIFE INSURANCE**

Term life insurance in the amount of thirty-five thousand dollars (\$35,000) shall be provided by the Board at no cost to the employee.

#### **9-5 FLEXIBLE BENEFIT PLAN**

- A. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

- B. An employee may annually elect to participate by choosing to receive benefits not to exceed \$20,000 in any plan year. The amount elected shall be deducted from the employee's compensation. The initial plan year shall commence on January 1 and end on December 31. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following:
1. Premiums of group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  2. Reimbursement for the amount of the employee-paid group medical insurance, deductibles, and for any other qualified unreimbursed medical care expenses as defined and allowed in the Internal Revenue Code.
  3. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
- C. The amounts so designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during that year or carried over to a succeeding plan year, and such amounts shall become the property of the plan.
- D. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payments during the plan year.
- E. Claims for reimbursement may be submitted not more often than once per month, in minimum amounts of not less than \$50.00 (except for the final month in a plan year), unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.
- F. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.
- G. The start-up costs of the plan shall be borne by the Board. The costs of administration of the plan shall be the sole responsibility of the employees.

## **9-6 ELIGIBILITY**

The provisions of Article IX shall apply only to employees employed on a .923 full-time equivalent basis. The provisions of Article IX shall not apply to employees employed in the non-instructional attendant category of position.

## **9-7 INSURANCE ADVISORY COMMITTEE**

- A. An ECHO insurance advisory committee consisting of equal representation of members appointed by the Board and the ECHO ESP Association will be created.
- B. The group will establish a regular meeting schedule and will be chaired by the member of the committee elected at the first committee meeting. The purpose of the committee is to study and advise the administration and the Association regarding insurance coverage that may affect members of the bargaining group (e.g., health, major medical, life, dental, etc.)
- C. The group shall annually examine benefit structure, dependent coverage, cost containment proposals and any other insurance issues to be considered for the ECHO Health Insurance Programs. The committee shall assist in controlling costs of medical, dental, and other insurance coverages. Other cost containment options will be examined during the course of this agreement as needed. All recommendations of this committee shall be forwarded to the Board and the Association for consideration for adoption.
- D. Any proposed changes in benefit plan structure of premiums shall be communicated to all members of the Insurance Advisory Committee.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

#### **10-1 DEFINITIONS**

- A. A "grievance" shall mean a complaint by a member of the bargaining unit that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.
- B. All time limits consist of school days, unless otherwise provided herein, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

#### **10-2 ASSOCIATION PARTICIPATION – EMPLOYEE REPRESENTED**

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level for the purpose of assuring the contract procedure is followed, and no employee shall be required to discuss any grievance if the Association's representative is not present.

#### **10-3 ASSOCIATION PARTICIPATION – EMPLOYEE NOT REPRESENTED**

If any employee elects not to be represented by the Association, the Association shall have the right to have an observer present at all meetings called for the purpose of discussing grievances.

#### **10-4 PROCEDURES**

The parties hereto acknowledge that it is usually most desirable for a grievant and the immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the grievant, a grievance shall be processed as follows:

- A. The grievant shall present the grievance in writing within fifteen (15) days after the occurrence that gave rise to the grievance to the immediately involved supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. An Association representative, the grievant and the immediately involved supervisor shall be present at this meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reason(s) for the decision.

- B. If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Director or her/his official designee within fifteen (15) days after receipt of the step 1 decision. The Director shall arrange for a meeting to take place within ten (10) days of the Director's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and a representative as he/she deems necessary. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Director's written response including the reason(s) for the decision.
- C. If the grievance is not resolved satisfactorily at step 2, the Association may submit the grievance to arbitration by filing an Arbitration Demand with the American Arbitration Association within thirty (30) school days after the receipt of the Director's decision in step 2. An arbitrator shall be selected from the American Arbitration Association, which shall act as the administrator of the proceedings.

Questions of arbitrability shall be decided by the arbitrator as a preliminary matter prior to convening the hearing on the merits of the grievant's claim.

The arbitrator shall have no power to alter, amend, modify, nullify, ignore or add to the terms of this Agreement, nor to make any award void or prohibited by law (statutory, decisional or regulatory).

- D. Neither the Board nor the Association shall be permitted to assert grounds or evidence before the arbitrator which has not been previously disclosed to either party.

#### **10-5 NO WRITTEN RESPONSE**

If no written response has been rendered within the time limits indicated by a step in the grievance procedure, then the grievance shall move to the next step. If the grievance is not appealed at the next step within the time period set forth herein, the grievance shall be deemed withdrawn.

#### **10-6 BYPASS TO NEXT STEP**

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

#### **10-7 NO REPRISALS CLAUSE**

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

#### **10-8 FILING OF MATERIALS**

All records related to the grievance procedure shall be filed separately from the personnel files of the employee(s).

#### **10-9 GRIEVANCE WITHDRAWAL**

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

#### **10-10 CLASS GRIEVANCE**

The Association has the right to file class action grievances. Class grievances are those involving more than one (1) employee affected by the same set of circumstances. Class grievances involving more than one (1) employee should be filed in the usual manner in step 1. Class grievances involving an Administrator above the building level may be initially filed by the Association in step 2.

#### **10-11 FEES AND EXPENSES**

The fees and the expenses of the arbitrator shall be shared equally by the parties.

## **ARTICLE XI**

### **EFFECT OF THE AGREEMENT**

#### **11-1 CONFLICT WITH POLICY, RULE OR REGULATION**

In the event any policy, rule, or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

#### **11-2 SEPARABILITY**

Should any Article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or conflict with the laws, ordinances, rules, or regulations of any state or local legislative or administrative body, said Article, section, or clause as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, ordinance, rule, or regulation, but the remaining Articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, section, or clause.

All understandings, awards, and/or agreements reached and ratified under this procedure shall be reduced to writing, signed by each party and made a part of the collective bargaining agreement.

#### **11-3 EMPLOYER RIGHTS**

Within the meaning of the IELRA, the Board shall not be required to bargain over matters of inherent managerial policy, which shall include, but not be limited to, such areas of discretion or policy as the functions of the Board, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

#### **11-4 EQUAL RESPONSIBILITY**

The Association acknowledges that the terms contained in this Agreement are the result of full, frank and arms-length negotiations between the parties. Accordingly, the Association assumes equal responsibility for the inclusion of each and every provision of this Agreement. The Association agrees to co-indemnify the Board and its officers, agents and employees against any and all claims, demands, suits, and judgments (including the cost of defense associated with same) arising from any claim that any of the provisions of this Agreement violate any federal, state or local laws, rules or regulations.

## 11-5 EFFECT OF AGREEMENT

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Board and Association hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
2. This Agreement may not be supplemented or amended during its term except by written, mutual agreement of the Board and Association.
3. The parties agree that they will not be obligated to bargain collectively during the duration of this Agreement regarding any term or condition of employment which was the subject of bargaining during these negotiations.

## 11-6 DURATION

This Agreement shall be effective as of August 1, 2011, and shall continue in effect until July 31, 2013. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor Agreement.

IN WITNESS WHEREOF:

FOR THE EXECUTIVE BOARD OF  
EXCEPTIONAL CHILDREN HAVE  
OPPORTUNITIES, COOK COUNTY,  
ILLINOIS

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_

Dated: \_\_\_\_\_

IN WITNESS WHEREOF:

FOR THE EXCEPTIONAL CHILDREN  
HAVE OPPORTUNITIES  
EDUCATIONAL SUPPORT  
PERSONNEL/IEA-NEA

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_

Dated: \_\_\_\_\_



BOARD OF EDUCATION OF DISTRICT NO. 150,  
solely in its capacity as Administrative District and legal  
and fiscal agent for ECHO, a Joint Agreement

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

APPENDIX A – 2011 – 2012 NON-CERTIFIED SALARY SCHEDULE

2011-2012	Test	30 hrs	60 hrs	90+ hrs
1	14,950	15,800	16,630	17,385
2	15,493	16,343	17,173	17,928
3	15,693	16,543	17,373	18,128
4	15,893	16,743	17,573	18,328
5	16,093	16,943	17,773	18,528
6	16,293	17,143	17,973	18,728
7	16,493	17,343	18,173	18,928
8	16,693	17,543	18,373	19,128
9	16,893	17,743	18,573	19,328
10	17,093	17,943	18,773	19,528
11	17,393	18,243	19,073	19,828
12	17,593	18,443	19,273	20,028
13		18,643	19,473	20,228
14		18,843	19,673	20,428
15		19,043	19,873	20,628
16		19,343	20,173	20,928
17		19,543	20,373	21,128
18		19,743	20,573	21,328
19		19,943	20,773	21,528

\*\*For information related to longevity and Non-Instructional Attendant pay, please refer to Section 6-1.

APPENDIX B - 2012 - 2013 NON-CERTIFIED SALARY SCHEDULE

2012-2013	Test	30 hrs	60 hrs	90+ hrs
1	14,950	15,800	16,630	17,385
2	15,493	16,343	17,173	17,928
3	16,036	16,886	17,716	18,471
4	16,236	17,086	17,916	18,671
5	16,436	17,286	18,116	18,871
6	16,636	17,486	18,316	19,071
7	16,836	17,686	18,516	19,271
8	17,036	17,886	18,716	19,471
9	17,236	18,086	18,916	19,671
10	17,436	18,286	19,116	19,871
11	17,636	18,486	19,316	20,071
12	17,936	18,786	19,616	20,371
13		18,986	19,816	20,571
14		19,186	20,016	20,771
15		19,386	20,216	20,971
16		19,586	20,416	21,171
17		19,886	20,716	21,471
18		20,086	20,916	21,671
19		20,286	21,116	21,871

\*\*For information related to longevity and Non-Instructional Attendant pay, please refer to Section 6-1.