

**Board of Education of Chicago  
Heights School District 170  
Cook County, Illinois**

**AND**

**Chicago Heights Classified Staff  
AFT Local 604, AFL-CIO**

**2018-2022**

**Collective Bargaining  
Agreement**

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## **PREAMBLE**

This Agreement is entered into on the date hereinafter set forth by and between Chicago Heights Federation of Teacher Classified Staff Council, Local 604, IFT-AFT, AFL-CIO (hereinafter referred to as the "Union") and the Chicago Heights School District #170, Chicago Heights, Illinois (hereinafter referred to as the "Board") for the purposes of setting wages, hours and working conditions for persons employed in bargaining unit positions as defined in Article I, Recognition of this contract.

## **ARTICLE I - RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time classified staff members also known as but not limited to: Paraprofessionals, Administrative Assistants, Interventionalists, Office Clerical Assistants, Office Bilingual Clerical Assistants, Educational Media Clerks, Behavioral Specialists, Licensed Practical Nurses, One-on-one Facilitators, and Two-on-one Facilitators; except Secretary/Administrative Assistant to the Superintendent and the other Central Office Secretaries/Administrative Assistants.

### **A. DEFINITIONS**

1. The term "District" as used throughout this Agreement refers collectively to all facilities and programs of School District 170.
2. The term "School" refers to any single educational facility of the District.
3. The term "Employee" as used in the Agreement includes the members of the bargaining unit.
4. The term "Full-time" as used in this Agreement means at least thirty (30) hours per week.
5. The term "Union" as used in this Agreement refers to the Chicago Heights Federation of Teachers Classified Staff Council, Local 604, IFT-AFT, AFL-CIO.
6. The term "Day" as used throughout this Agreement shall refer to working days.
7. The term "Workweek" as used throughout this Agreement shall refer to the bargaining unit member's regularly scheduled hours.
8. The term "Part-time" as used throughout this Agreement means less than thirty (30) hours per week.

## **ARTICLE II – QUALITY EDUCATION**

### **SECTION 1 – DEFINITION**

The Board and the Union mutually agree that a common goal is to provide a learning and social experience in which all races, ethnicities, religions, national origins, and socio-economic levels can learn to know and understand their differences as well as common ties. We further affirm that learning situations for children are enhanced by integration of children and staff with diverse backgrounds. We will work toward the goal of integration of schools and faculty.

Furthermore, the Board and the Union mutually agree that a common goal as described in this Article is to provide support to staff so they are able to meet the needs of all children and satisfy state and federal requirements.

### **SECTION 2 – PROVISIONS**

- A. Staff members will be encouraged to transfer to schools with faculties of 80% or more of a different racial group.
- B. The Board, Administration, and Union will make a concerted effort to commit themselves to a policy of integration of staff throughout the District.
- C. Adequate provisions will be made for the disadvantaged children of the District. Special services and personnel are required to deal with the needs of these children. The Board and the Union agree that action be taken to provide such services and/or personnel for disadvantaged children when necessary.
- D. The following items are considered essential and shall be goals toward quality education in the District:
  - 1. Informative workshops where consultants can work with Administration and staff of the children of the District, including disadvantaged children.
  - 2. Provide support for staff to meet the special needs of all students.
  - 3. Provide support for staff to become highly qualified.
  - 4. Provide training for staff on new educational initiatives.

## **ARTICLE III – MANAGEMENT’S RIGHTS**

- A. It is agreed that the Union recognizes the Administration’s right to direct the operations of the School District within the terms of this Agreement and the State Laws and the matters of educational policy, not herein provided for, are reserved by the Board.
- B. Whenever the Board Administration is considering a policy which would directly affect bargaining unit members’ salary and working conditions, the Superintendent shall advise the Union of such policy in advance so they may have an opportunity to express their opinion prior to adopting of such policy, except when an emergency arises and immediate action is required.

## ARTICLE IV – UNION RIGHTS

### SECTION 1 – NON-DISCRIMINATION

The Board and the Union agree that neither party shall discriminate against any employee, applicant or bargaining unit member for reasons of race, ethnicity, religion, marital status, age, gender, disability or national origin.

### SECTION 2 – RIGHTS OF REPRESENTATION

When a bargaining unit member is required to appear before the Board and/or the Superintendent concerning any matter which could adversely effect the bargaining unit member's employment status, the bargaining unit member shall be entitled to have a Union representative of his/her choice present. Further, when a bargaining unit member is required to appear before the Board concerning any matter which could adversely affect the bargaining unit member's employment status, the bargaining unit member shall be advised in writing, if possible at least forty-eight (48) hours before that scheduled meeting with the Board of the reason for the requirement.

### SECTION 3 – NOTICES OF MEETINGS

- A. The Union will be allowed bulletin board privileges set aside for bargaining unit members.
- B. Meetings on employee time may be held on school property with the approval of the Superintendent or designee; bargaining unit members are not to work on Union affairs during work hours.

### SECTION 4 – INFORMATION

Upon specific written request, the Board agrees to furnish the Union all public information, which is available and already compiled, concerning the financial resources of the District and such other specifically identified non-confidential information as will assist the Union in processing any grievance or complaint or in preparing for negotiations. These documents shall be made available to the Union within a reasonable time after the request has been made by the Union.

### SECTION 5 – PERSONNEL FILE

Bargaining unit members shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one (1) official file shall be kept for each bargaining unit member. A bargaining unit member shall be given a copy of any material being placed in the member's personnel file except for confidential material. A bargaining unit member shall have the right to attach dissenting material to any item in the member's file. Reasonable requests by bargaining unit members of single copies of materials in their official file, except privileged information, will be honored by the Administration.

## ARTICLE IV – UNION RIGHTS (continued)

### SECTION 6 – DUES DEDUCTION

The Board agrees to deduct Union members' union dues from the paycheck of each bargaining unit member authorizing such deductions in writing on a form created and provided to the bargaining unit member by the Union. The Union shall tender copies of the executed forms to the District on or before the first day of student attendance of each year of this Agreement. For those members hired after the start of the school year, the Union shall tender copies of the executed forms to the District within five (5) days of the member's signature. The District shall deduct Union dues from the Employee's next payroll after receiving the executed forms. The Union and Employee shall notify the District immediately if any bargaining unit member(s) revoke their written authorization to withhold union dues from their paycheck. It is the responsibility of the Employee and Union to immediately advise the District in writing of any such revocation. The dues are to be deducted in twenty (20) installments during each fiscal year so long as there are not more than two (2) dues deductions per month. The dues and list of bargaining unit members from whom dues have been deducted and the amount deducted from each bargaining unit member shall be forwarded to the Union Treasurer and Secretary.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or resulting from, a vacation taken by the Board for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union to the District related to this article.

### SECTION 7 – UNION BUSINESS

#### A. Office Space

AFT Local 604 shall be provided space for its official office. This space shall be the same provided to the Union under the Teachers' collective bargaining agreement. Nothing in either agreement entitles either the Teachers' unit or the Classified Staff unit to separate office space and/or two offices.

#### B. Representatives of the Classified Staff Executive Board – Union Business Days

The Board, upon adequate notice, shall permit a single representative of the Classified Staff Executive Board, or his/her designee, a total of five (5) days per school year as paid working school days, of his/her choice, to carry out Union business. These days are to be used for Union business. The individual designated as representative of the Classified Staff Executive Board under this paragraph of this Section shall not be the same individual identified as the President of the Union for Local 604, who is granted days in the Teachers' contract.

### SECTION 8 – UNION MEETINGS

#### A. Building Administrator – Union Meetings

The Building Administrator(s) of each school shall meet with the Union Building Committee comprised of members of both the Teachers and Classified Staff unit(s) on a monthly basis or as needed during non-working hours to discuss school operations and questions related to the

implementation of this Agreement. The Union Building Committee shall consist of not more than three (3) Union representatives from all Local 604 for that school. Proposed changes in existing rules and procedures and new rules and procedures for that school shall be the subject for discussion at such meetings. This meeting is the same meeting established by the Teachers' unit and does not create an additional right or obligation to a separate meeting. Such rules and procedures adopted or maintained by any Building Administrator shall not be inconsistent with the terms of the Agreement.

#### B. Superintendent – Union Meetings

The Superintendent and/or his/her designees shall meet regularly with not more than six (6) authorized representatives of Local 604, on a monthly basis during non-working hours to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement. This meeting is the same meeting established by the Teachers' unit and does not create an additional right or obligation to a separate meeting.

### ARTICLE V - SENIORITY

#### SECTION 1 - SENIORITY

- A. Definition: District Seniority is defined as the length of service for a bargaining unit member in the District. Under no circumstances shall any member transferring into the District from any other district, county or state be placed higher on the building or system wide seniority list than a member already having seniority in the District or any building therein.
- B. On or before March 1<sup>st</sup> of each school year, the Administration shall furnish the Union with the District seniority list.
- C. Any bargaining unit member granted a Board-approved unpaid leave will not lose any accrued seniority, accrued sick leave days, or accrued vacation time where applicable, when on leave.
- D. Seniority continues to accrue during a paid leave of absence, FMLA leave, and an IMRF temporary disability.
- E. A part-time bargaining unit member in continuous service who achieves full-time status and is therefore placed on the seniority list shall receive partial seniority credit from the actual time worked as a part-time bargaining unit member.
- F. In the event of a tie, the tie is broken in the following order:
  - 1. Date of hire in the bargaining unit by Board action.
  - 2. Continuous service with the bargaining unit plus any other service to the District to equal total service in the District.

3. Lottery drawing.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **A. Purpose**

The primary purpose of this procedure is to secure the lowest equitable solution to the problem(s) of the parties. Nothing herein shall be construed as limiting the right of any classified staff member with a grievance to discuss the matter informally with any appropriate member of the administration.

### **B. Definitions**

1. A grievance is defined to be a complaint by any classified staff member in the bargaining unit based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.
2. A class grievance is defined as involving one (1) or more classified staff member of one (1) or more administrator and grievances involving an administrator above the building level.
3. As used in this Article, "days" shall mean classified staff member employment (school) days, except during a recognized school recess or holiday period when it shall mean days on which the District business office shall be open.

### **C. Rights**

1. A grievance must be filed within twenty (20) school days of the occurrence giving rise to the grievance. Class grievances may be initially filed by the Union at the Third Step.
2. Every classified staff member or group of classified staff members with the same grievance, shall have the right to process grievances in accordance with the grievance procedure.
3. Whenever a classified staff member (or group of classified staff members), is not represented by the Union, the Union shall reserve the right to have its Union representative at steps 1, 2, 3, and 4.
4. The Union shall have the right to process grievances.
5. A classified staff member shall not be subjected to discipline or reprisal by either the Board or the Union because of his/her participation or non-participation in the grievance procedure.



6. A grievance may be withdrawn or settled at any level without establishing precedential effect: any grievance withdrawn shall be treated as never having been filed.
7. Both parties by joint agreement, electing to bypass Steps 2 and 3 (within the formal method) may proceed directly to the final 4<sup>th</sup> Step. The Demand for Arbitration may be initiated by giving written notice to the other party of intention to arbitrate the grievance.
8. Failure of the Administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.
9. If a grievance is unresolved at the end of the school term, the time limit shall be applied as if school were in session.
10. All time limits may be extended only by written mutual agreement.
11. Hearings and conferences under this procedure shall be conducted, insofar as possible, after regular school hours, or during non-student contact time of personnel involved. When such hearings and conference are held at the options of the Administration, during school hours, all classified staff members whose presence is required shall be excused, with pay, for that purpose.
12. The classified staff member, and/or classified staff member representatives have a right to be present and to represent if the aggrieved elects.
13. In all instances, the Administration will notify the Union, in writing, of the resolution of the grievance at each level. The Union may appeal any decision which would seem to violate any terms of the contract or that affect working conditions of the personnel in the bargaining unit.

D. Procedure: Informal Method (Oral Presentation)

1. A complaint may be orally discussed with the immediate supervisor or proper administrative personnel, with the object of resolving the matter. This may be done by a classified staff member and/or Union representative(s) provided classified staff member so requests.
2. The decision of the immediate or proper administrative personnel concerning the resolution of the grievance shall be made within (5) school days after discussions.
3. In the event that the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the administrator shall inform the Union Building Representative of the adjustment.

E. Procedure: Formal Method

Step 1: (Statement to the Principal)

In the event the grievance is not informally resolved, the grievant(s) or the Union shall present written statement of the alleged violation to the appropriate administrator within ten (10) school days of the informal conference decision. The administrator shall, within five (5) school days of the receipt of the grievance, confer with the grievant(s) and his/her building representative to try to resolve the grievance. Within five (5) school days after completion of the conference, the administrator shall give a written decision and include the reasons for the decision. A copy of the decision shall be given to all parties involved.

Step 2: (Appeal to Superintendent)

In the event the grievance has not been satisfactorily resolved in the First Step, the grievant(s) or Union may within ten (10) school days of the date it receives the Step 1 response file a written appeal to the Superintendent. Within five (5) school days of the receipt of the appeal, the Superintendent shall confer with the grievant(s) or Union in an effort to resolve the grievance. Within five (5) school days following the conference, the Superintendent shall deliver a written decision and include the reason(s) for the decision to the grievant(s) or Union.

Step 3: (Appeal to the Board)

In the event the grievance has not been satisfactorily resolved in the Second Step, the grievant(s) or Union may within ten (10) school days of the date it receives the Step 2 response submit a written appeal to the Board of Education. The Union/Board shall argue the case orally, no later than the first regular meeting following the receipt of the complaint within thirty (30) calendar days, whichever is later. Within five (5) school days following the regularly scheduled Board meeting or hearing at which the appeal is heard, the Board shall deliver its written decision to the grievant(s) or the Union, and include the reason for the decision, which reason need not be exhaustive.

Step 4: (Binding Arbitration)

If the Union is not satisfied with the disposition of the grievance at Step 3, the Union may, within thirty (30) calendar days of the date they receive the Step 3 response, submit the grievance to binding arbitration. The American Arbitration Association (AAA) shall be used.

1. The arbitrator shall have no power to alter or enlarge the terms of this Agreement.
2. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and any administrative fees shall be divided equally between the parties.

3. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost shall be divided equally between the parties.
4. The decision of the arbitrator shall be binding on both the Union and the Board.
5. The AAA shall serve as the administrator of all proceedings. The Voluntary Labor Arbitration Rules of AAA shall apply.

## **ARTICLE VII - WORKING CONDITIONS**

### **SECTION 1 - REDUCTION-IN-FORCE**

Bargaining unit members who are honorably dismissed because of a decision of the School Board to decrease the number of educational classified personnel employees employed by the Board, or to discontinue some particular type of education support shall be reduced in accordance with Section 10-23.5 of the Illinois School Code (105 ILCS 5/10-23.5).

### **SECTION 2 - EMPLOYEE ASSIGNMENTS**

All bargaining unit members not affected by layoff shall be given written notice of their tentative building assignments for the following school term as soon as practicable, or by at least the last day of the school year. Any change in tentative assignments shall be communicated to the bargaining unit member as soon as practicable.

### **SECTION 3 - EVALUATION**

Each bargaining unit member shall have a written evaluation performed by the principal/supervisor at least once every two years. All copies of the written evaluation will be signed and dated by the principal/supervisor and bargaining unit member indicating that said evaluation was discussed. Signature on the evaluation by the bargaining unit member does not necessarily imply agreement, and the bargaining unit member may attach dissenting or explanatory material to the evaluation.

### **SECTION 4 - DISCIPLINE PROCEDURES**

#### **A. Discipline Procedure**

The BOARD agrees that members of the bargaining unit shall be disciplined for just cause.

1. The BOARD agrees to the concept of progressive discipline following a disciplinary conference. In all cases, employees will be afforded due process.

- a. After documented verbal warnings, if appropriate, have been ineffective officials shall enter a new letter of reprimand in the employee's official file. All rules and procedures for inserting letters pertaining to service included in this Agreement shall apply. (Ref: Article IV Sec. 4).
  - b. Upon repetition of the same offense, officials shall assess a one day unpaid suspension against the employee.
  - c. Upon repetition of the same offense, officials shall assess up to a three-day unpaid suspension against the employee.
  - d. Subsequent repetition of the same offense may result in either termination or a lengthy suspension whichever the Board considers appropriate in the circumstances.
  - e. Any member of the bargaining unit who is disciplined shall have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement. Disciplinary action may include written reprimands, suspensions with or without pay, or discharge.
  - f. The Board and Union agree that the commission of certain serious offenses or multiple offenses would permit the administration to enforced discipline at an enhanced rate pursuant to the schedule above.
2. When an administrator calls a conference and/or an investigatory meeting with an employee which might lead to disciplinary action against the employee, the following provisions shall be applicable.
- a. Whenever possible the employee shall be informed forty eight (48) hours in advance of the meeting, in writing as to the reason(s) for the conference and/or investigatory meeting. The written notice will include information that identifies the general details of the incident(s). (i.e. approximate date, time, place and nature of incident) for which the conference and/or investigatory meeting is being held if such information is available at the time the notice is drafted.
  - b. The employee has the right to be accompanied by a Union representative or representative of his/her choice at the conference.
  - c. Except circumstances warranting immediate action, the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.

- d. In no instance shall disciplinary action be taken against an employee later than twenty (20) working days after the conduct giving rise to the action or in the twenty (20) working days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of unremediated instances on the part of the employee. In no event shall notification be later than twenty (20) working days after observations of the last instance. For the purpose of this paragraph "working days" means any day Monday through Friday when either school is in session or the District Offices are open for regular business and the subject employee is scheduled to be in attendance.
  - e. If, after a disciplinary conference an administrator takes disciplinary action against the employee the administrator shall provide the employee with written notification of the specific reason(s) for the action within five (5) work days from the date of the conference.
- B. In case of a termination of employment hearing or a conference involving disciplinary action to be taken against the employee, the charges brought against the employee shall be based upon the material in the official file and/or investigatory file except in cases where the administration or Superintendent believe immediate discipline action is necessary.
- C. In the event the behavior which caused a letter to be placed in an employee's personnel file is remedied within two (2) years, the letter of discipline may be removed from the employee's personnel file upon submission of a written request for removal of the letter sent from the employee to the Superintendent or designee. The Superintendent or designee shall submit a written response to the employee's request within ten (10) business days of his/her decision. If the employee does not agree with the decision the employee shall have the ability to grieve the decision.

#### SECTION 5 - NEW CLASSIFIED STAFF ORIENTATION

Newly employed classified staff shall work an additional half-day of approximately 3.5 hours prior to the beginning of the school year for orientation. This day shall be scheduled prior to the start of school. Newly employed classified staff members will not receive additional pay for this orientation.

#### SECTION 6 - PREPARATION TIME

Educational media clerks will receive one (1) plan period per day.

#### SECTION 7 - WORKSHOPS/CONFERENCES/COURSE WORK

A bargaining unit member may request to be released OR the Superintendent or his/her designee may release bargaining unit members from their regular duties in order to attend such in-service sessions that are deemed to be beneficial to the employee in his/her duties for the district. If the Superintendent or their designee agrees to release the employee, the board shall reimburse the registration fee of the employee for his/her participation in programs and workshops, where a fee is required.

The Superintendent or their designee shall provide in-service training for all clerical employees during the school year at the District's expense when the in-service is determined to be beneficial for the clerical staff.

Any and all approval of such training, whether initiated by the employee or the district, shall be at the discretion of the Superintendent, or designee. No reasonable request for such a leave which is beneficial to the employee and District shall be denied unless such training and/or leave shall cause an undue economic hardship to the District.

SECTION 8 - WORK DAY

| Position                             | Total Work Days | Work Hours                     |
|--------------------------------------|-----------------|--------------------------------|
| Administrative Assistants            | 200             | 8 hours per day                |
| Office Clerical Assistants           | 200             | 8 hours per day                |
| Office Bilingual Clerical Assistants | 200             | 8 hours per day                |
| Paraprofessionals                    | 180             | 7 hours and 15 minutes per day |
| Behavioral Specialists               | 180             | 7 hours and 15 minutes per day |
| Educational Media Clerks             | 180             | 7 hours and 15 minutes per day |
| Interventionalists                   | 180             | 29 hours per week              |
| One on one facilitators              | 180             | 7 hours and 15 minutes per day |
| Two on one Facilitators              | 180             | 7 hours and 15 minutes per day |
| Licensed Practical Nurses            | 180             | 7 hours and 15 minutes per day |

- A. The normal work year for classified staff members, with the exception of administrative assistants, office clerical assistants, and office bilingual clerical assistants, shall correlate with District 170 regular school calendar.

- B. The normal work year for administrative assistants, office clerical assistants and office bilingual clerical assistants shall correlate with the school calendar plus an additional two (2) weeks prior to the school year and two (2) weeks after the school year. The District will provide notice of scheduled days and hours for the additional two weeks at the end of the school year to classified staff members by May 1 of each school year. The rate of pay for the additional 10 days worked at the end of the school year shall be paid at the hourly rate of the employee for the 2018-2019 school year only.
- C. The normal work year for the 2018-2019 school year only for Administrative Assistants, Office Clerical Assistants and Office Bilingual Clerical Assistants will be 190 total work days.
- D. Each Administrative Assistant/Office Clerical Assistant/Office Bilingual Clerical Assistant covered by this agreement may choose either fourteen (14) hours of compensatory time for the 2018-2019 school year or sixteen (16) hours for the 2019-2020 school year and thereafter each year, or the equivalent of the Administrative Assistant's/Office Clerical Assistant's/Office Bilingual Clerical Assistant's per diem rate if the compensatory time is not taken. Utilization of this compensation time shall be worked out with the building principal and must be approved by the building principal in writing prior to taking any compensatory time. Any compensatory time requested over the above said allotment hours shall be authorized in writing by the business manager prior to taking such time. All such compensatory time must be used during the year in which it was awarded. If the compensatory time is not used or cashed out during the year in which it was earned, the employee shall forfeit the time. The Administrative Assistant/Office Clerical Assistant/Office Bilingual Clerical Assistant must notify the business manager no later than May 1<sup>st</sup> of the year in which the time was awarded of his/her decision to utilize the compensatory time off or be paid the cash equivalent.

#### SECTION 9 – HEALTH AND SAFETY

Classified staff members will carry out duties under safe and healthful conditions. When conditions exist in or on the grounds of the building which are questionably safe or questionably unhealthy, a classified staff member may submit the complaint in writing to the principal and the administration office. The administration shall investigate and respond, in writing, to the Classified Staff Union within ten (10) working days.

The Board shall make every effort to provide parking facilities for classified staff members near their schools. These facilities shall be used by classified staff members and principals, and other school personnel on school business only and will be so marked.

#### SECTION 10 – SUBSTITUTION

If a classified staff member, holding a valid Illinois teaching license, is asked to substitute for a classroom teacher, he/she will be paid a total of one hundred and seventy dollars (\$170) per day.

If a teacher and his/her paraprofessional are absent and the class is absorbed by another teacher and his/her paraprofessional, the paraprofessional shall be paid seventy-five dollars (\$75) per day or a prorated amount for a partial day. This amount will be paid in addition to his/her daily rate.

#### SECTION 11 - WORK ACCIDENTS, ILLNESSES AND ATTACKS

Any employee who suffers a job related accident, illness or is attacked in the course of his/her work, shall not be charged with any sick days necessary from said situation nor to visit an attending physician.

#### SECTION 12 - TUITION REIMBURSEMENT

Each employee may apply for permission to enroll in college or graduate credit courses and, subject to the sole and non-reviewable permission of the School Board, may receive an agreed-upon amount of reimbursement for same.

When approved by the Superintendent, classified staff employees shall receive reimbursement for one (1) college course during the year. Additional classes may be reimbursed upon approval from the Superintendent. Tuition reimbursement shall be up to \$150 per credit hour.

#### SECTION 13 - COMMUNICATIONS

The Board and the Union recognize that it is desirable to maintain communication and understanding between them. Therefore, the Union and the Board agree that their designated representative(s) shall meet at mutually agreeable times for the purpose of attempting to resolve any matter of mutual concern. The parties agree that such meetings shall not require negotiations over matters governed by this contract.

#### SECTION 14 - WORKSHOPS

Any employee covered by this Agreement who conducts a workshop shall receive the same stipend as teachers receive for such work.

#### SECTION 15 - EXTRA DUTY STIPEND

| <u>Extra Duty Position</u>                               | <u>Total Work Hours and/or Shift Periods*</u>     | <u>Stipend Pay (flat rates)</u> |
|--|---|---------------------------------|
| Bus Aide<br><br>(physically rides the bus with students) | Any route under 30 minutes<br>(A.M./mid-day/P.M.) | \$10                            |



|   |  |                 |
|---|--|-----------------|
| Bus Aide<br>(physically rides the bus with students)                  | Any route 30 minutes or over (A.M./mid-day/P.M.)               | \$15            |
| Bus Supervision<br>(monitors students as they board and exit the bus) | Supervise Morning/A.M. shift or Supervise Afternoon/P.M. shift | \$10 per shift  |
| Breakfast Supervision   | Supervise a Morning/A.M. shift                                 | \$10            |
| Lunch Supervision   | Supervise a Lunch Period                                       | \$13 per period |
| Search Supervision  | Search during a Morning/A.M. shift                             | \$10            |
| Playground Supervision  | Supervise a recess/playground time                             | \$10 per period |
| Door Supervision  | Supervise Morning/A.M. shift or supervise Afternoon/P.M. shift | \$10 per shift  |

\*All extra duty stipends are only paid if the shift starts or ends after the contractual work day start and end times.

#### SECTION 16 – PERSONAL BELONGINGS

The Board will attempt to provide lockable personal space to as many classified staff members as possible based on the District's fiduciary limitations, building logistics, and space availability.

### **ARTICLE VIII - VACANCIES/TRANSFERS**

#### SECTION 1 - VACANCIES

- A. A vacancy is caused by death, retirement, discharge, resignation or creation of a new position.
- B. All vacancies or newly created positions covered by this Agreement shall be posted for five (5) working days. The posted position may be filled on a temporary basis during the period of the posting.

- C. A qualified classified staff member may bid upon a vacant position up to five (5) working days after the last day of posting.

## SECTION 2 - TRANSFERS

- A. The Superintendent may transfer a classified staff member to another position under the supervision of a different administrator when the Superintendent determines such transfer is necessary. When a classified staff member who has not requested to be transferred is transferred, the Superintendent will notify the classified staff member of the transfer by June 30 if feasible, or as soon as possible thereafter and will state the reasons for the transfer in writing, if requested by the bargaining unit member.
- B. The classified staff member's request to transfer to another building shall be considered in each case by the Superintendent or designee when filed in writing. The request for transfer for the following school term shall be submitted in writing to the Superintendent or designee no later than March 1.

## **ARTICLE IX - LEAVES**

### SECTION 1 - SICK LEAVE

- A. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption as described in Section 24-6 of the Illinois School Code. Immediate family shall include parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians as described in Section 105 ILCS 5/24-6 of the Illinois School Code.
  - 1. After an absence in excess of three (3) consecutive school days due to illness, the employee shall provide a certificate of release from a physician or other authorized individual pursuant to the Illinois School Code explaining the reason for the absence and authorizing the employee to resume his/her duties.
  - 2. During the first year of employment, classified staff shall be awarded ten (10) sick leave days. During the second year of employment, classified staff shall be awarded twelve (12) sick leave days. During the third and subsequent years, classified staff shall be awarded fifteen (15) sick leave days. After the tenth year and beyond, classified staff who have accumulated one hundred (100) or more sick leave days shall be annually awarded seventeen (17) sick leave days in any year they remain above the 100 accumulation threshold.
  - 3. Unused sick days may be accumulated to a maximum of 260 days in addition to the days allotted for the current year.

4. At the beginning of each school year, each classified staff member shall be notified in writing as to the number of accumulated sick leave days.
- B. Bereavement Leave: Superintendent, or designee, shall grant up to three (3) days of leave without loss of sick days per occurrence in the event of the death of a member of the immediate family and the employee must provide proper documentation, upon request from administration. Immediate family shall include parents, spouse (including civil union partners), brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

#### SECTION 2 - PERSONAL BUSINESS LEAVE

- A. The Board shall grant each employee two (2) days of personal leave per year at full pay for each classified staff member. Prior notification to the employee's supervisor at least 24 hours in advance, except in an emergency situation where notification is not possible.
- B. Unused personal business leave shall accumulate as unused sick leave.

#### SECTION 3 - ATTENDANCE INCENTIVE

Any employee who utilizes five (5) or less sick days within a school year shall be awarded one additional paid personal leave day for the following school year.

#### SECTION 4 - JURY DUTY LEAVE

No bargaining unit member shall suffer a loss in salary because of jury duty. Stipend received by the bargain unit member for such jury duty may remain with the employee.

#### SECTION 5 - UNION LEAVE

In the event the Union desires to send representatives to local, state, or national conferences for the conduct of normal and necessary union business, representatives shall be excused without the loss of pay provided the Union reimburses the District for the normal cost of the substitutes. The administration must be provided one (1) days notice of the intent to use and the number of days per year used may not exceed one day. Union days may not be used on a fractional basis, and this benefit is limited to one day per year for the Union and is not per member.

#### SECTION 6 - PARENTAL LEAVE

Parental leave (sick leave) shall be granted in accordance with the legal interpretation of the Illinois School Code and/or the Union contract in force. However, in no manner shall this be contrary to the legal interpretation. The Parental leave benefits will only be available to teacher assistants within the school district that have four or more consecutive years of service. Staff

without four or more consecutive years of experience will be able to exercise their full rights under the Family Medical Leave Act (FMLA).

#### 1. Procedure for Parental Leave

- a. Staff members should notify the Principal and obtain a physician's form from the Superintendent of Schools at thirty (30) days prior to the beginning of the requested leave.
- b. All staff members absent from service for parental leave purposes must submit a written statement from their attending physician regarding said pregnancy.
- c. Staff members may use accumulated sick days for the time the physician recommends a teacher be relieved of his/her teaching responsibilities until the baby is born or the termination of pregnancy.
- d. From the date of the baby's birth or the termination of pregnancy, a staff member may use no more than forty-five (45) working days, with pay, for parental leave, providing the staff member has accumulated sick days. A birth occurring during the summer months would result in the use of fewer working days.
- e. If any employee does not receive a paycheck while on leave he/she will have the option to pay the premium to remain on the district's insurance plan. If the employee elects not to pay the premium, he/she will not be covered under the district's insurance plan until he/ she begins working again. If the employee utilizes FMLA, the employee is responsible for employee portion of the premium.
- f. Upon utilization of the forty-five (45) working days, a staff member shall report back to his/her teaching responsibility.
- g. Additional sick day(s), if accumulated, may be used if the father/mother or child is in need of them as recommended by a physician.

#### 2. Other Procedures related to Parental Leave

- a. Staff member must return to service when incapacitation by physician's certification is ended.
- b. Failure to return to service will be considered a termination of contract by the staff member.
- c. Staff members who fail to return to work or who resign because they do not wish to return to service at the end of incapacitation, will be given consideration upon written request at a later date for job vacancies for which they are certified.

## SECTION 7 - OTHER LEAVES

A leave of absence for an extended period of time may be granted for any of the following reasons or purposes, subject to the approval of the Board: illness, military service, study, government or professional service, educational growth and for such other reasons which in the judgment of the Superintendent may be recommended to the Board of Education for approval. Granting of leaves without pay shall be in accordance with laws pertaining to such leaves and shall be without precedent to other situations.

## SECTION 8 - PROCEDURES

- A. Leaves of absence without pay shall not exceed the balance of the school year unless extended by application and mutual agreement.
- B. Application shall be made in writing to the Superintendent who shall then make his/her recommendation to the Board for action. The application shall indicate the time at which the bargaining unit member wishes to begin leave. Except in emergencies, the bargaining unit member shall make application no less than sixty (60) calendar days prior to the start of the requested leave.
- C. A bargaining unit member on leave must notify the District in writing no later than May 1 preceding the planned return to the District of her intention to request an extension of the current leave, certify to the District planned return at the beginning of the school year, notification of intent as to return, extension, or resignation, must be made at least sixty (60) calendar days prior to the planned expiration of the leave.
- D. Upon return from any unpaid leave, a bargaining unit member will be assigned to a position for which she is qualified, provided such position (or bargaining unit member) is not involved in a reduction-in-force program, and provided further that a bargaining unit member scheduled to return at the beginning of any school year must notify the Superintendent in writing no later than May 1 of his/her intention to return.
- E. Failure to give any notice required herein or failure to report for duty on the expiration of any leave shall automatically terminate employment status.
- F. In the event openings should occur during the regular school year for which a bargaining unit member on leave is qualified, upon written request to the Superintendent, the bargaining unit member will be assigned to such vacancy.
- G. No credit shall be given on the salary schedule for the time on leave nor will bargaining unit members accrue seniority. A bargaining unit member will be placed on the salary schedule at the level they would have attained before the leave of absence, except as provided.

- H. The Board will accommodate any bargaining unit member on leave at personal cost unless FMLA applies who wishes to remain a member of the insurance group within the limits of the contemporary insurance policy.

#### **ARTICLE X - SICK LEAVE BANK**

The Union shall assume total responsibility for administration of the Sick Leave Bank. Such administration shall include, but not be limited to, collection of donated days, processing requests for utilization of days from the bank and the distribution of days to members, all pursuant to the Union Sick Leave Bank Committee's direction and the availability of days in the Bank.

Any disputes between employees regarding the Sick Leave Bank shall be resolved exclusively by the Union. Bargaining unit members may not file a grievance to resolve disputes over the provisions of this section. The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board of Trustees of the Union Sick Leave Bank Committee in the operation of the Sick Bank.

Classified Staff members can only donate days to other Classified Staff members.

The Board of Trustees of the Union Sick Leave Bank Committee will submit an annual report of the Union Executive Board and Superintendent/Board of Education by June 1<sup>st</sup> of each year. A complete record of the following items will be kept:

- a. Names and number of days contributed by each employee;
- b. Application(s) submitted by employees;
- c. Number of days granted to all applicants;
- d. Number of days utilized from the bank; and
- e. Number of days in the bank.

#### **ARTICLE XI - NEGOTIATIONS PROCEDURES**

When either party executes written notification to the other party prior to April 1<sup>st</sup> of the year the contract terminates that it wished to re-negotiate the Agreement, the Board and the Union shall meet no later than May 1<sup>st</sup> to commence negotiations.

#### **ARTICLE XII - SUMMER SCHOOL**

In the event a summer school session is scheduled, all classified staff members who are qualified in his/her category of position for the paraprofessional and administrative assistant positions shall have equal opportunities for employment in any summer school program. Qualifications for summer school paraprofessional and administrative assistant shall be determined from the educational background and/or certifications contained in the personnel file of the employee. Available employment opportunities for any summer school program shall be posted in each

school and on the District's website as well as given to the bargaining unit members via school email. Classified staff members in his/her perspective category shall have preference over any other hires in such positions.

If an opening occurs, then seniority within the bargaining unit shall prevail and the employee with the most seniority and who is qualified shall be hired. In filling the summer school position for a one-on-one facilitator, preference will be given to the one-on-one facilitator for any student enrolled in summer school that requires such assistance.

## **ARTICLE XIII - INSURANCE**

### SECTION 1 - MEDICAL COVERAGE

#### 1. Individual Plans

- A. Full time classified staff hired during or prior to the 2010-2011 school year:

The Board will pay the full individual insurance premium for all full time classified staff who were hired during or prior to the 2010-2011 school year. This will include classified staff who are enrolled in the HMO individual or PPO individual insurance plans.

- B. Full time classified staff hired during the 2011-2012 school year through the 2018-2019 school year:

For full time classified staff hired for the 2011-12 school year through the 2018-2019 school year, the employee will pay 10% of the individual insurance premium for HMO plan or 10% of the individual PPO self-funded plan.

- C. Full time classified staff hired during the 2019-2020 school year and thereafter.

For full time classified staff hired for the 2019-2020 school year and thereafter, the employee will pay 15% of the individual insurance premium for HMO plan or 15% of the individual PPO self-funded plan.

#### 2. Family Plans

- A. No fewer than 15 slots will be maintained for classified staff members to enroll in HMO family or PPO family insurance plans at the rates described in this section below. The current 19 classified staff who receive family insurance plans under this section will be allowed to continue to receive this insurance at the applicable rate; however, as these employees leave this plan, the slots will not be refilled over 15 total slots. Openings among these 15 slots will be filled on the basis of seniority among the classified staff.

1. Employees hired in or before the 2018-2019 school year will be responsible for paying 10% of the difference of the premium from the individual plans to the family plans.
  2. Employees hired in the 2019-2020 school year or thereafter will be responsible for paying 30% of the difference of the premium from the individual plans to the family plans.
- B. The Board shall offer family insurance plans to all remaining full-time classified staff members. However, the member shall be responsible for paying the entire difference in premium between the individual plan and the family plan.
3. Other Insurance Provisions
- A. An insurance committee shall meet quarterly with the Board's insurance consultant to analyze insurance plans, carriers, benefits, needs, costs, and make recommendations as necessary to the Union and Board. The committee shall consist of up to 5 teacher representatives appointed by the Union, 1 classified staff representative appointed by the Union, 1 from cafeteria, 1 from custodian, and up to 3 representatives appointed by Board.
  - B. The current benefit levels shall remain the same, unless the conditions in Section A(6) cause a change. The plan and benefit levels shall be distributed at the beginning of the school year prior to open enrollment.
  - C. If the aggregate of the annual medical insurance premiums increase by 10% or more, the insurance committee shall make cost containment changes to reduce the aggregate cost of the insurance premiums to less than 10%. These changes shall take effect upon Board approval. If the increase in a specific plan cannot be reduced below 10%, the staff participating in that particular plan shall pay the insurance cost exceeding 10% or may select a new plan during open enrollment.
  - D. If any portion of this does not comply with the Affordable Care Act and the relevant regulations, the Board will revise as necessary to comply with all state and federal laws.

## SECTION 2 – DENTAL COVERAGE

The Board will pay the premium for a dental insurance policy for full-time employees covered by this contract.

## SECTION 3 – TERM LIFE INSURANCE

The Board will pay the premium for term life as follows: \$30,000 term life insurance and a \$60,000 accidental death/dismemberment policy for full-time employees covered by this contract.



**ARTICLE XIV – SALARY**

**SECTION 2 – RETIREMENT INCENTIVE**

- A. Upon retiring, a bargaining unit member shall surrender all eligible sick leave days to IMFR for service credit towards retirement. The retiring bargaining unit member shall be entitled to a post retirement severance payment for accumulated sick leave, not used for IMFR service credit, at the rate of twenty (\$20) per day.
  
- B. A one-time retirement incentive of one hundred dollars (\$100) per year of service to the District shall be paid as a post retirement bonus pursuant to IMFR regulations. To be eligible for this benefit, the employee must have a minimum of fifteen (15) years of service in the District and enter into the IMRF system upon retirement.

It shall be the responsibility of the employee to notify the Superintendent in writing before April 1 in the final year of employment.

**CHICAGO HEIGHTS  
ADMINISTRATIVE ASSISTANTS SALARY SCHEDULE**

(6% increase)

| 2018-2019 |          |
|-----------|----------|
| Step 1    | \$18,463 |
| Step 2    | \$18,832 |
| Step 3    | \$19,064 |
| Step 4    | \$19,346 |
| Step 5    | \$19,631 |
| Step 6    | \$20,194 |
| Step 7    | \$20,705 |
| Step 8    | \$21,254 |
| Step 9    | \$21,804 |
| Step 10   | \$22,352 |
| Step 11   | \$22,912 |
| Step 12   | \$23,485 |

(14% increase; +\$1750)

| 2019-2020 |          |
|-----------|----------|
| Step 1    | \$22,350 |
| Step 2    | \$22,797 |
| Step 3    | \$23,218 |
| Step 4    | \$23,483 |
| Step 5    | \$23,805 |
| Step 6    | \$24,130 |
| Step 7    | \$24,771 |
| Step 8    | \$25,354 |
| Step 9    | \$25,980 |

|         |          |
|---------|----------|
| Step 10 | \$26,607 |
| Step 11 | \$27,232 |
| Step 12 | \$27,870 |
| Step 13 | \$28,523 |

(4% increase)

| 2020-2021 |          |
|-----------|----------|
| Step 1    | \$22,789 |
| Step 2    | \$23,244 |
| Step 3    | \$23,709 |
| Step 4    | \$24,147 |
| Step 5    | \$24,422 |
| Step 6    | \$24,757 |
| Step 7    | \$25,095 |
| Step 8    | \$25,762 |
| Step 9    | \$26,368 |
| Step 10   | \$27,019 |
| Step 11   | \$27,671 |
| Step 12   | \$28,321 |
| Step 13   | \$28,984 |
| Step 14   | \$29,664 |

(3% increase)

| 2021-2022 |          |
|-----------|----------|
| Step 1    | \$23,012 |
| Step 2    | \$23,472 |
| Step 3    | \$23,942 |
| Step 4    | \$24,421 |
| Step 5    | \$24,872 |
| Step 6    | \$25,155 |
| Step 7    | \$25,499 |
| Step 8    | \$25,848 |
| Step 9    | \$26,535 |
| Step 10   | \$27,159 |
| Step 11   | \$27,829 |
| Step 12   | \$28,501 |
| Step 13   | \$29,170 |
| Step 14   | \$29,854 |
| Step 15   | \$30,554 |

Administrative Assistants who are off schedule will receive pay increases at the following percentages:

- 2018-2019: 6%
- 2019-2020: 14% + \$1750
- 2020-2021: 4%
- 2021-2022: 3%

**CHICAGO HEIGHTS  
PARAPROFESSIONALS, BEHAVIORAL SPECIALISTS, OFFICE CLERICAL  
ASSISTANTS, AND OFFICE BILINGUAL CLERICAL ASSISTANTS**

## SALARY SCHEDULE

(6% increase)

| 2018-2019 |                           |   |                   |                                    |
|-----------|---------------------------|---|-------------------|------------------------------------|
| Step      | 59 Semester Hours or Less | 60 Semester Hours or Parapro License Earned | 90 Semester Hours | 120 Semester Hours or BA/BS Degree |
| 1         | \$13,148                  | \$13,277                                    | \$14,022          | \$14,483                           |
| 2         | \$13,411                  | \$13,543                                    | \$14,303          | \$14,772                           |
| 3         | \$13,575                  | \$13,709                                    | \$14,480          | \$14,953                           |
| 4         | \$13,777                  | \$13,913                                    | \$14,693          | \$15,175                           |
| 5         | \$13,980                  | \$14,118                                    | \$14,910          | \$15,399                           |

(7.4% + 4% increase +\$2,000)

| 2019-2020 |                           |   |                   |                                    |
|-----------|---------------------------|---|-------------------|------------------------------------|
| Step      | 59 Semester Hours or Less | 60 Semester Hours or Parapro License Earned | 90 Semester Hours | 120 Semester Hours or BA/BS Degree |
| 1         | \$16,359                  | \$16,500                                    | \$17,316          | \$17,820                           |
| 2         | \$16,686                  | \$16,830                                    | \$17,662          | \$18,176                           |
| 3         | \$16,980                  | \$17,126                                    | \$17,975          | \$18,500                           |
| 4         | \$17,163                  | \$17,312                                    | \$18,173          | \$18,702                           |
| 5         | \$17,388                  | \$17,540                                    | \$18,411          | \$18,950                           |
| 6         | \$17,615                  | \$17,769                                    | \$18,654          | \$19,200                           |

(4% increase)

| 2020-2021 |                           |   |                   |                                    |
|-----------|---------------------------|---|-------------------|------------------------------------|
| Step      | 59 Semester Hours or Less | 60 Semester Hours or Parapro License Earned | 90 Semester Hours | 120 Semester Hours or BA/BS Degree |
| 1         | \$16,680                  | \$16,823                                    | \$17,655          | \$18,169                           |
| 2         | \$17,013                  | \$17,160                                    | \$18,008          | \$18,533                           |
| 3         | \$17,353                  | \$17,503                                    | \$18,369          | \$18,903                           |
| 4         | \$17,659                  | \$17,812                                    | \$18,694          | \$19,240                           |
| 5         | \$17,850                  | \$18,005                                    | \$18,900          | \$19,450                           |
| 6         | \$18,084                  | \$18,241                                    | \$19,148          | \$19,708                           |
| 7         | \$18,320                  | \$18,480                                    | \$19,400          | \$19,968                           |

(3% increase)

| 2021-2022 |                           |   |                   |                                    |
|-----------|---------------------------|---|-------------------|------------------------------------|
| Step      | 59 Semester Hours or Less | 60 Semester Hours or Parapro License Earned | 90 Semester Hours | 120 Semester Hours or BA/BS Degree |
| 1         | \$16,843                  | \$16,988                                    | \$17,828          | \$18,348                           |

|   |          |          |          |          |
|---|----------|----------|----------|----------|
| 2 | \$17,180 | \$17,328 | \$18,185 | \$18,714 |
| 3 | \$17,524 | \$17,675 | \$18,549 | \$19,089 |
| 4 | \$17,874 | \$18,028 | \$18,920 | \$19,471 |
| 5 | \$18,189 | \$18,346 | \$19,255 | \$19,817 |
| 6 | \$18,358 | \$18,545 | \$19,467 | \$20,034 |
| 7 | \$18,626 | \$18,789 | \$19,722 | \$20,299 |
| 8 | \$18,870 | \$19,035 | \$19,982 | \$20,567 |

Paraprofessionals, Behavioral Specialists, Office Assistants, and Office Bilingual Clerical Assistants who are off schedule will receive pay increases at the following percentages:

- 2018-2019: 6%
- 2019-2020: 7.4% + 4% + \$2000
- 2020-2021: 4%
- 2021-2022: 3%

**CHICAGO HEIGHTS  
INTERVENTIONISTS DAILY RATE**

Newly hired Interventionalists will receive \$116 per day during their first school year of work, and will receive the percentage increases described below for each school year thereafter. Any Interventionalists hired prior to or during the 2017-2018 school year will receive the following pay increases:

- 2018-2019: 6%
- 2019-2020: 4%
- 2020-2021: 4%
- 2021-2022: 3%

**CHICAGO HEIGHTS  
FACILITATORS HOURLY RATE SCHEDULE**

| School Year | Hourly Pay Rate  |
|-------------|------------------|
| 2018-2019   | \$10.50 per hour |
| 2019-2020   | \$11.00 per hour |
| 2020-2021   | \$11.50 per hour |
| 2021-2022   | \$12.00 per hour |

Two-on-one facilitators will receive an additional \$4 per hour.

Facilitators who are off schedule will receive pay increases at the following percentages:

- 2018-2019: 6%
- 2019-2020: 7.4% + 4%

- 2020-2021: 4%
- 2021-2022: 3%

**CHICAGO HEIGHTS  
EDUCATIONAL MEDIA CLERKS DAILY RATE**

Newly hired Educational Media Clerks will receive \$143 per day during their first school year of work, and will receive the percentage increases described below for each school year thereafter. Any Educational Media Clerks hired prior to or during the 2017-2018 school year will receive the following pay increases.

- 2018-2019: 6%
- 2019-2020: 7.4% + 4%
- 2020-2021: 4%
- 2021-2022: 3%

**CHICAGO HEIGHTS  
LICENSED PRACTICAL NURSES RATE SCHEDULE**

Licensed Practical Nurses (LPN) will be in the Classified Staff Unit. Newly hired LPNs will receive \$23 per hour during their first school year of work, and will receive the percentage increases described below for each school year thereafter. Any Licensed Practical Nurses hired prior to or during the 2017-2018 school year will receive the following pay increases:

- 2018-2019: 6%
- 2019-2020: 7.4% + 4%
- 2020-2021: 4%
- 2021-2022: 3%

**ARTICLE XV – DRUG AND ALCOHOL TESTING POLICY**

Drug and Alcohol Testing Policy and Procedures: Please refer to Board Policy 5:50.

**ARTICLE XVI - WAIVER OF MID-TERM BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals and that the understanding and agreements arrived at by the parties after exercise of that right are set forth in this Agreement. Therefore the Board and the Union each waives, for the life of this Agreement, any right which might otherwise exist under custom, practice or law to negotiate any further agreements or issues effective for or during the term of this Agreement, whether or not such agreements or issues were within the contemplation of the parties at the time of bargaining or not.

**ARTICLE XVII - DURATION**

This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2022.

Dated at Chicago Heights, Illinois, this \_\_\_\_\_ day of May, 2019.

**CHICAGO HEIGHTS DISTRICT 170  
AFT LOCAL 604 CHICAGO HEIGHTS COUNCIL  
CLASSIFIED STAFF**

*Karen L. Brennan*  
\_\_\_\_\_  
President

*5/30/19*  
\_\_\_\_\_  
Date

**BOARD OF EDUCATION  
CHICAGO HEIGHTS SCHOOL  
DISTRICT 170  
COOK COUNTY, ILLINOIS**

*[Signature]*  
\_\_\_\_\_  
President

*05/30/19*  
\_\_\_\_\_  
Date

ATTEST:

*Kin Las*  
\_\_\_\_\_

*5/30/19*  
\_\_\_\_\_  
Date

ATTEST:

*Kin Las*  
\_\_\_\_\_

*5/30/19*  
\_\_\_\_\_  
Date