

AGREEMENT BETWEEN

THE

EDUCATIONAL SUPPORT ASSOCIATION

OF

PLANO, I.E.A./N.E.A.

AND THE

BOARD OF EDUCATION

PLANO COMMUNITY UNIT SCHOOL DISTRICT #88

2021-2026

TABLE OF CONTENTS

			PAGE
ARTICLE 1	REC	COGNITION	1
ARTICLE 2	DEF	TINITIONS	1-2
ARTICLE 3	NEG	GOTIATION PROCEDURES	2
	3.1	Written Notice of Negotiations	2 2 2 2 2
	3.2	Selection of Negotiating Team	2
	3.3	Tentative Agreement	2
	3.4	Presentation of Agreement	2
	3.5	Mediation	2
ARTICLE 4	MAN	NAGEMENT RIGHTS	3-4
ARTICLE 5	ASS	OCIATION RIGHTS	4-5
	5.1	Use of Buildings	4
	5.2	Use of Mailboxes	4
	5.3	Bulletin Boards	4
	5.4	School Supplies/Use of Equipment	5
	5.5	Association Business on Employer Time	5
	5.6	School Board Minutes	5
	5.7	Job Descriptions	5 5 5 5 5
	5.8	Seniority List	5
	5.9	Labor/Management Meetings	5
ARTICLE 6	GRI	EVANCE PROCEDURE	5-8
	6.1	Definition	5
	6.2	Procedure	6
	6.3	Records Filed	8
	6.4	Step Bypass	
	6.5	Grievance Withdrawal	8
	6.6	Court Reporter	8

TABLE OF CONTENTS

			PAGE
ARTICLE 7	LEA	VES	8-12
	7.1	Sick Leave	8
	7.2	Personal Business Leave	9
	7.3	Jury Duty Leave	10
	7.4	Bereavement Leave	10
	7.5	Association Leave	10
	7.6	Family and Medical Leave	10
	7.7	Attendance	12
	7.8	Dock Days	12
ARTICLE 8	WOR	RKING CONDITIONS	12-16
	8.1	Vacations	12
	8.2	Holiday Pay	13
	8.3	Lunch Break	13
	8.4	Vacancies	14
	8.5	Transfers	14
	8.6	Involuntary Transfer	14
	8.7	Reimbursable Expenses	14
	8.8	Dues Deduction	14
	8.9	Clothing Allowance/Aprons	15
	8.10	In-Service Training	15
	8.11	Annual Review	15
	8.12	Working Conditions	16
	8.13	Administer Medicine to Students	16
	8.14	Meetings/Reviews	16
ARTICLE 9	SENI	ORITY	16-17
	9.1	Definition	16
	9.2	Seniority List Posting	16
	9.3	Seniority Calculation	16
	9.4	Seniority Loss	17
	9.5	Unpaid Leave of Absence	17
	9.6	Entitlement	17
	9.7	Seniority Start	17
ARTICLE 10	DISC	CIPLINE PROCEDURE	17-18
ARTICLE 11	PERS	SONNEL FILES	18-19

TABLE OF CONTENTS

			PAGE
ARTICLE 12	REDUCTION IN FO	DRCE	19-20
	12.1 Order of Senio	ority	19
	12.2 Employee Cal	-	19
	12.3 Removal from	Call List	19
	12.4 Lay Off Status	5	19
	12.5 Benefits		19
	12.6 Status of Redu	ection	20
	12.7 Reduction in F	orce	20
ARTICLE 13	INSURANCE		20-21
	13.1 Health and Ho	spitalization	20
		urance Carrier Rights	21
	13.3 Term Life Inst	<u> </u>	21
	13.4 Section 125 Pr	re-Tax Program	21
ARTICLE 14	COMPENSATION		21-24
		d Days Guarantee	21
	14.2 Overtime Defi		21
	14.3 Pyramiding or	Duplicating	22
	14.4 Payroll Period	1 C	22
	14.5 Fair Share		22
	14.6 Mileage Reim	bursement	23
	14.7 Direct Deposit		23
	14.8 Compensation	for Substitution of a Higher Class	23
	14.9 Transportation		24
ARTICLE 15	NO STRIKE		24
ARTICLE 16	TECHNICAL CLAU	JSES	25
	16.1 Severability		25
	16.2 New Contract	Negotiations	25
	16.3 Obligations of	the Parties	25
ARTICLE 17	COMPLETE UNDE	RSTANDING	25
ARTICLE 18	DURATION OF CO	NTRACT	26
APPENDIX "A"	SALARY SCHEDU	LE/FINANCIAL TERMS	27-35

ARTICLE 1 RECOGNITION

1.1 The Board of Education of School District No. 88 of Plano, IL, Kendall County hereinafter called "Employer" hereby recognizes the Educational Support Association of Plano, I.E.A./N.E.A. hereinafter called the "Association" as the sole exclusive bargaining representative for all regularly employed full-time and part-time classified Employees, including Custodial and Maintenance Employees, Secretarial Employees, Clerical Assistants/Aides, Library/Media/Learning Resource Paraprofessionals, Instructional Assistants, Bus Aides, Bus Drivers, Assistant Mechanics, Food Service Employees, Health Aides, Nurses, Recess/Lunch Aides/PBIS Aides, Mail Transport, Technology Aides, Computer Technicians and District Network & Computer Systems Administrators. (As stipulated by the Illinois Labor Board).

ARTICLE 2 DEFINITIONS

- 2.1 The term "Employee" as used in this Agreement includes both male and female Employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well.
- 2.2 Days Days may be defined as mutual working days.
- 2.3 Bereavement Day Day that may be used to attend the funeral or visitation of someone in your immediate family. Immediate family shall be interpreted to mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and legal guardians.
- 2.4 Differential An upward adjustment to an hourly rate as indicated by Appendix A. This differential will be subtracted if the employee's work assignment is changed to preclude the reason for the differential.
- 2.5 Dock Day An employee absence that is unpaid because it does not fulfill the definition of a sick day, bereavement day, or personal business day. If not taken with prior permission from the superintendent, it may lead to discipline.
- 2.6 Emergency/Snow Days Days all support employees, except custodians and maintenance, shall not report to work. Custodians and maintenance are expected to work on emergency/snow days unless they request an emergency personal business day, vacation day, or dock day.
- 2.7 Employee The term "employee" includes all regularly employed full-time and part-time classified employees.

- 2.8 Full-time employee A full-time employee is a twelve (12), ten (10), or nine (9) month employee who is scheduled to work over thirty (30) hours per week.
- 2.9 Part-time employee A part-time employee is one who works less than thirty (30) hours per week.
- 2.10 Probation Period The probation period for full-time and part-time employees commences from the date of hire for a period of fifty (50) calendar days.
- 2.11 Superintendent When applied this term refers to the Superintendent or his/her designee.
- 2.12 Workday Weekday not designated as a holiday in Section 8.2.
- 2.13 Access to a benefit for an employee covered by this Agreement is limited by the specific language pertaining to that benefit.
- 2.14 Staff members are responsible for checking their email. Computers will be available for staff members.

ARTICLE 3 NEGOTIATION PROCEDURES

- 3.1 Either party desiring to negotiate a successor Agreement shall give the other party a written notice not later than sixty (60) days before the expiration date of the current Agreement. This notification will serve as a demand to bargain pursuant to the Illinois Educational Labor Relations Act.
- 3.2 Neither party in any negotiations shall have any control over the selection of negotiating team members of the other party.
- 3.3 When the negotiating teams reach Tentative Agreement, it will be reduced to writing and submitted to the Association for ratification within ten (10) days of the date submitted. Following ratification by the Association, it will be presented for ratification by the Board at the next scheduled School Board Meeting.
- 3.4 Within thirty (30) calendar days after the Agreement is signed, copies of the ratified Agreement shall be printed at the expense of the Employer (50%) and the Association (50%) and presented to the President of the ESAP
- 3.5 It is agreed that the parties will jointly request the Federal Mediation and Conciliation Services (FMCS), if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Educator Labor Relations Board shall be notified. Each party shall pay for their own costs associated with mediation.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practice, between the Board and the Association, and constitute the entire Agreement between the parties.

The Board and the Association agree that in successor Agreements to meet at reasonable times and negotiate in good faith with respect to wages, hours and other terms and conditions of employment, which does not compel either party to agree to a proposal or require the making of a concession.

It is also agreed that the Association will not require the Board to bargain over matters of inherent managerial policy. e.g. standards of services, its overall budget, the organizational structure and selection of new Employees and the direction of Employees.

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

- 4.1.1 to the executive management organization and administrative control of the District and its properties and facilities, and the activities of its Employees;
- 4.1.2 to direct the work of its Employees, to assign and distribute work, determine the time and hours and operation and determine the kinds of levels of service to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
- 4.1.3 to hire all Employees, and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such Employees; to assign shifts, workdays, hours of work and work locations;
- 4.1.4 to establish policies, goals, and objectives; to determine staffing patterns and determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
- 4.1.5 to build, move or modify facilities, establish budget procedures and determine budgetary allocation; determine the methods of raising revenues; and take action on any matter in the event of an emergency; (an emergency shall be defined as those unforeseen circumstances arising from natural disaster, national emergencies, riots, police actions, or other incidents which substantially interrupt or threaten to interrupt the normal District operation and require immediate action);

- 4.1.6 to determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto;
- 4.1.7 to establish, revise, and implement standards for hiring, classification, promotion, and quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and/or written work rules, existing, or future;
- 4.1.8 to determine the need for additional educational courses, training programs, on-thejob training, cross-training, and to determine the methods for development and implementation of such training programs and courses.
- 4.1.9 to implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards;
- 4.1.10 to discipline, suspend, demote, or discharge an Employee.
- 4.2 The administration reserves the right to administer a drug or alcohol test whenever there is reasonable cause the employee may be impaired.

ARTICLE 5 ASSOCIATION RIGHTS

5.1 Use of Buildings

Upon prior approval of the building principal, the Association and its representative shall be allowed to use school district buildings for meetings outside of school attendance hours provided that such meetings do not interfere with or interrupt normal school operations. If there are any extraordinary costs incurred as a result of or associated with such Association meetings, including, but not limited to special custodial services, the Association will reimburse the District for the actual additional costs.

5.2 Use of Mailboxes

The Association shall have the right to use an Employee's mailbox and electronic mailbox/communication provided that such mailbox exists and that such usage does not interfere or increase normal District mail operations and incidental postage associated thereto.

5.3 Bulletin Boards

The Association to share one (1) bulletin board for Association use with the Education Association of Plano at the location of the present bulletin board, which is placed there at the discretion of the Administration. No materials shall be posted except notices of meetings and elections, results of elections, changes in Association By-laws, notices of Employees social occasions and similar Association Notices, letters, and memoranda. All materials shall be signed by an officer of the Association. The Association will limit the posting of any material on the Employers premises to its bulletin board.

5.4 School Supplies/Use of Equipment

The Association shall have the right to use school equipment and supplies for Association business when usage of equipment and supplies has prior approval of the building principal and does not interrupt or interfere with normal school operation. The association shall reimburse the District for the cost of any and all supplies used.

The Association shall reimburse the District for actual costs of damage to equipment when such damage is the direct result of Association use.

5.5 Association Business on Employer Time

No Association member or officer shall conduct any Association business on Employer time or Employer premises unless authorized by the Employer.

5.6 School Board Minutes

The Association shall be provided a copy of the approved general minutes of the prior school board meeting. These approved general minutes shall not include executive meeting minutes. The copy of these general minutes shall be provided to the president of the Association and his/her designee as soon as they have been approved, prepared and are ready for distribution.

5.7 Job Descriptions

Job descriptions for all positions covered by this Agreement shall be provided to the Association President by the Employer. The Employer assures that each Employee shall be given a copy of their job description upon employment.

5.8 Seniority List

The District shall maintain and provide to the Association seniority listings for all Employee classifications covered by this Agreement. These listings shall be given to the Association president by February 1 of each year.

5.9 Labor/Management Meetings

The Superintendent or his/her designee may meet monthly with the Association President and his/her designee at mutually agreed upon times and places for the purpose of reviewing the administration of the contract and to resolve problems that may arise from the administration of the contract. The meetings are not intended to bypass the grievance procedure. Items to be discussed will be indicated in a mutually agreed to Agenda.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Definition

Any claims made by a non-probationary Employee, group of Employees, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement during the term of this Agreement shall constitute a grievance, except for those sections of the Agreement specifically excluded from the grievance procedure.

All time limits contained herein consist of workdays (weekdays not designated as holidays in Section 8.2). The failure of an Employee(s) or the association to act within the time limits set forth herein shall act as a bar to any further appeal. The failure to an administrator to render a decision or to meet within the time limits set forth shall permit the Employee(s) or the Association to proceed to the next step. Time limits can only be extended by written, mutual consent. No grievance shall be processed or subject to appeal unless it is submitted within ten (10) days after the incident or occurrence which resulted in the alleged grievance or within ten (10) days of the date the grievant knew or should have known of such incident or occurrence, whichever first occurs.

To constitute an effective filing, a written grievance must contain the following information:

- 6.1.1 A description of the occurrence giving rise to the grievance, including names, dates and places necessary for a complete understanding of the grievance.
- 6.1.2 A listing of the specific provisions of this Agreement alleged to have been violated, misinterpreted, or misapplied.
- 6.1.3 State the remedy required resolving this grievance.

6.2 Procedure

The parties acknowledge that it is usually most desirable for an Employee and his/her immediately involved supervisor to resolve problems through free and informal communication. However, if such informal processes fail to satisfy the Employee, a grievance may be processed as follows:

STEP ONE

The Employee(s) or Association shall present the grievance in writing to the Building Principal or immediate supervisor who will arrange for a meeting to take place with the grievant and a representative of the Association, if any, within ten (10) days of the receipt of the written grievance. Within ten (10) days of the meeting, the principal or immediate supervisor shall provide the grievant with a written decision.

STEP TWO

In the event the grievance is not satisfactorily resolved at Step One, the grievant(s) may file the grievance with the Superintendent or his/her official designee within ten (10) days of the receipt of the Step One answer, or ten (10) days of the Step One meeting, whichever is later. Upon receipt of the grievance, the Superintendent shall arrange for a meeting with the grievant and the representative of the Association, if any, to take place within ten (10) days. Within ten (10) days of the Step Two meeting, the Superintendent shall provide the grievant with a written decision. Each party shall have the right to have present such witnesses as deemed necessary to establish facts pertinent to the grievance.

STEP THREE

If the grievance is not resolved at Step Two, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date of the Step Two decision, the grievance shall be deemed withdrawn. The parties shall jointly request the American Arbitration Association (A.A.A.) to submit to them a list of eligible arbitrators' names and qualifications in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules. Either party may reject one list in its entirety and request that another list be submitted. From the final list, the parties shall alternately strike one name, with the party initiating arbitration striking first, until only one name remains. That individual shall serve as the arbitrator. The arbitrator so selected shall be jointly notified of his/her selection and requested to contact the parties with respect to scheduling the hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party to act with regard to striking in turn within thirty (30) days shall constitute a waiver of the right to select an arbitrator. In such a case, the other party shall select an arbitrator from the list and arbitration shall proceed.

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, or modify in any way, any of the conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below after due investigation, to make decisions in cases of alleged violation of the specific Articles and Sections of this Agreement.

- 6.2.1 He/she shall have no power to establish salary structures or change any salary.
- 6.2.2 He/she shall have no power to rule on any of the following:
 - a. The termination of services or failure to re-employ any probationary Employee.
 - b. The termination of services or failure to re-employ any Employee to a position on the extra-curricular schedule.
 - c. Any claim or complaint to which there is another remedial procedure or forthestablished law or regulation having the force of law.
- 6.2.3 He/she shall have no power to change any practice, policy, or rule of the Board, not to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His/Her powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of the Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remain in the reserved rights of the Board.

6.2.4 All claims for back wages shall be limited to the amount of wages that an Employee would have otherwise earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case. In any case an award shall not go back further than the beginning date of this Agreement.

Each party shall bear the full cost for its representation in the arbitration. The costs of the arbitrator and the A.A.A. shall be divided equally between the parties. Should the investigation or processing of any grievance during the arbitration phase require that an Employee or a representative be released from his/her regular assignment as requested by the arbitrator to gather additional information, the arbitrator shall order collected, he/she shall be released without loss of pay or benefits. Any grievance occurring during the period between the termination date of this Agreement and the effective date of the successor Agreement shall not be subject to the provisions of the terminated Agreement or the successor Agreement.

6.3 Records Filed

All records related to a grievance shall be filed separately from the personnel files of an Employee during the time of grievance.

6.4 Step Bypass

By mutual Agreement, any step of the grievance procedure may be bypassed.

6.5 Grievance Withdrawal

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

6.6 Court Reporter

The party requesting the presence of a court reporter shall bear the cost of the reporter.

ARTICLE 7 LEAVES

7.1 Sick Leave

Each Employee who is scheduled to work six hundred (600) or more hours in their work year shall receive and be credited with sick leave according to the following table:

Years in the District	Sick Leave Allotment
(including the current year)	
1-10	11 days
11-15	15 days
16+	20 days

The unused portion of said sick leave shall accumulate to two hundred and forty (240) days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or in the household. (Immediate family shall be interpreted to mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and legal guardians.). Sick leave shall not accrue during leaves of absence without pay or layoffs.

When an Employee is absent due to illness, he must notify the Employer immediately. An Employee may be required to provide a physician's certificate verifying the employee's illness after an absence of three (3) days for personal illness or as the District may deem necessary.

Absence for part of a day for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one-quarter (1/4) day.

7.2 Personal Business Leave

Each non-probationary Employee who is scheduled to work six hundred (600) or more hours in their work year may receive two (2) days personal leave days, upon pre-approval from the immediate supervisor and Superintendent and/or his designee, each year during his regular employment without loss of pay or other benefits for two work (2) days for the purpose of personal business which cannot be accomplished during off hours. An employee does not have to give a reason when entering the request for use of a personal day on Frontline.

This day shall not be used:

- a. To extend any holiday or vacation period,
- b. When illness of staff or students are beyond normal expectations,
- c. Five (5) working days prior to the beginning of school or five (5) working days prior to the end of the Plano school year and shall not be cumulative,
- d. When personal business or concerns can be conducted outside the employee's regularly scheduled work hours.

Days requested for such purposes may be considered by the superintendent and at his/her sole discretion be granted as personal business days or if personal business days are exhausted may be granted as dock days.

No more than one (1) person per building or one (1) bus driver will be allowed personal leave on any particular work day except as otherwise approved by an immediate supervisor and by the Superintendent. Any unused Personal day shall be credited to the Employee's regular accumulated sick leave except the Personal day that was carried over and in no event shall an employee have available more than three (3) Personal days within a school year. One unused Personal Day will be carried over to the next year.

Personal business leave requests must be submitted to the building principal/immediate supervisor at least three (3) days before the requested leave day. In the event of an emergency, the Superintendent may waive the written request requirement. It shall be up to the Superintendent to determine if an emergency exists.

7.3 Jury Duty Leave

Each Employee shall be excused from his regularly assigned duties for jury duty. He shall be paid the difference between the regular base pay and the jury duty pay in order to make the base rate of pay whole. Jury duty time and its consequent remuneration shall not count in overtime pay calculations.

7.4 Bereavement Leave

Employees' shall be granted <u>two</u> bereavement days each fiscal year or three bereavement days for out of state and shall not carryover. Requests for additional time off for funerals or visitations occurring during the employee's assigned work shift are subject to prior approval of the Superintendent and with approval may be designated as personal business, vacation, or dock days.

7.5 Association Leave

The Association shall be granted an aggregate number of leave days equal to five (5) regular school days to send representatives to Local, State or National conferences or on other business directly related to the Association. If substitutes are needed, the Association shall reimburse the District for the cost of substitutes.

The need for the substitute is at the sole discretion of the employer. If the District determines that it cannot find a suitable replacement, the Employee shall not take the leave.

7.6 Family and Medical Leave

7.6.1 Leave Description

- 7.6.1.1 Eligible Employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of twelve (12) weeks for each year, measured forward from the date the first day of FMLA begins.
- 7.6.1.2 Other available paid vacation, personal or family leave will be substituted for family and medical leave necessitated by birth, adoption/foster care placement, or a family member's serious health condition. Other available paid vacation, personal or sick leave will be substituted for family and medical leave necessitated by a family member's or Employee's own serious health condition. Any substitution required by this section will count against the Employee's family and medical leave entitlement. The District will pay family leave or sick leave only under circumstance permitted by the applicable leave plan. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the Employee's leave beyond twelve (12) weeks, provided that use of family and medical leave shall not serve to extend such other unpaid leave.

- 7.6.1.3 Family and medical leave is available in one or more of the following instances:
 - a. The birth and first year care of a son or daughter;
 - b. The adoption or foster placement of a child;
 - c. The serious health condition of an Employee's spouse, parent, or child, and
 - d. The Employee's own serious health condition.
 - e. Or other instances covered by the federal Family and Medical Leave Act related to a covered service member.
- 7.6.1.4 Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is (c) or (d), above, with certain limitations provided by law.

Within fifteen (15) calendar days after the Superintendent makes a request, an Employee must support a request for a family and medical leave when the reason for the leave is (a) or (b), above, with a certificate completed by the Employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

If both spouses are employed by the District, they may together take only twelve (12) weeks for family and medical leaves when the reason for the leave is (a) or (b), above, or to care for a sick parent.

7.6.2 Eligibility

To be eligible for family and medical leave, an Employee must have been employed by the District for at least twelve (12) consecutive months and have been employed for at least 1250 hours of service during the twelve (12) month period immediately before the beginning of the leave.

7.6.3 Notice

If possible, Employees must provide at least thirty (30) days notice to the District of the date when a leave is to begin. If thirty (30) days notice is not practical, the notice must be given within two (2) business days of when the need becomes known to the Employee. Employees shall provide at least verbal notice sufficient to make the District aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least thirty (30) days after the date the Employee provided notice.

7.6.4 Continuation of Health Benefits

During a family and medical leave, Employees are entitled to continuation of health benefits that would have been provided if they were working.

7.6.5 Return-to-Work

An Employee returning from a family and medical leave will be given an equivalent position to his or her position, pay and benefits as they held before the leave, subject to the District's reassignment policies and practices.

7.7 Attendance

Employees are expected to attend work regularly, to report to work on time, to report absences in a timely fashion, and to follow proper procedures for seeking approval for time off. All support employees, except custodians/maintenance are excused from work on emergency/snow days. All twelve (12) month Employees are expected to work on emergency/snow days unless they request an emergency personal business day, vacation day, or dock day. No other support employee will be granted any type of paid leave on an emergency/snow day.

7.8 Dock Days

An absence will be considered a dock day if it does not fulfill the definition of a sick day, bereavement day, personal business, or vacation day. If it is taken without prior permission from the superintendent, designee or immediate supervisor, it may lead to disciplinary action.

ARTICLE 8 WORKING CONDITIONS

8.1 Vacations

- 8.1.1 Only twelve (12) month Employees who work forty (40) or more hours per week shall have access to vacation time.
- 8.1.2 Requests for vacations must be made in writing to the appropriate supervisor and approved by the supervisor and Superintendent.
- 8.1.3 Vacation leave is earned and shall accrue as follows for twelve (12) month employees:

 <u>Completed Years of Continuous</u>

 <u>Vacation Leave Allotment</u>

Full-Time Satisfactory Service	
1-2*	5 days
3-8	10 days
9-18	15 days
18+	20 days

^{*} Effective with each individual employee's employment anniversary date, each full-time, 12-month employee will be entitled to the annual vacation allotment set forth above based upon their attainment of the minimum number of years of continuous full-time satisfactory service.

8.1.4 Vacation accrued during the first twelve (12) months of continuous service shall not be credited as earned vacation until and unless the Employee completes the first twelve (12) months of continuous service. Vacation is non-cumulative and if not taken is lost unless approved otherwise by the Superintendent.

- 8.1.5 A full-time Employee who works twelve (12) months in a school year and forty (40) hours or more per week shall be compensated for accrued and unused vacation leave upon termination provided the employee's vacation pay shall be prorated based upon the amount of unused vacation leave which has accrued as of the employee's termination date.
- 8.2 Holiday Pay- Employees must work the day before <u>or</u> the day after a designated holiday in order to receive holiday pay, unless he/she has a pre-approved leave (not a dock day), through the end of the 2021-25 school years. During the 2025-26 school year, employees must work the day before <u>and</u> the day after a designated holiday in order to receive holiday pay, unless he/she has a pre-approved leave (not a dock day).

Full-time Employees who work twelve (12) months in a school year and thirty-five (35) hours or more per week shall receive pay for the following Holidays within their work schedule:

- **July 4**th (if July 4th falls on Saturday, Friday will be taken as a paid Holiday, if it falls on Sunday, Monday will be granted off);
- Labor Day;
- Columbus Day (if observed as a school holiday on Monday through Friday);
- Thanksgiving Day and the Friday after Thanksgiving Day;
- Christmas Eve December 24th (if Christmas Eve falls on a Saturday or Sunday, Friday will be taken as a paid Holiday);
- Christmas Day (if Christmas Day falls on Saturday or Sunday, Monday will be taken as a paid Holiday);
- New Year's Eve Day (if New Year's Eve falls on a Saturday or Sunday, Friday will be taken as a paid Holiday);
- New Year's Day (if New Year's Day falls on Saturday or Sunday, Monday will be taken as a paid Holiday);
- Martin Luther King Day (on the day observed by the school);
- Lincoln's Birthday or Presidents' Day (if observed as a school holiday on Monday through Friday):
- Casmir Pulaski's Birthday (or the Wednesday before Thanksgiving if Casimir Pulaski Day is not observed);
- Friday before Easter;
- **Memorial Day** (on the day observed by the school).

Employees qualifying for IMRF shall receive holiday pay for the following holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Labor Day, Columbus Day, and Lincoln's Birthday or President's Day, Friday after Thanksgiving, Casmir Pulaski's Birthday (or the Wednesday before Thanksgiving if Casmir Pulaski Day is not observed), Martin Luther King Day, Memorial Day

8.3 Lunch Break

Each Employee who works four (4) hours or more is entitled to take an assigned duty-free thirty (30) minute lunch break, without pay, and a fifteen (15) minute rest break morning or afternoon without pay at the convenience of his supervisor and such time shall not be considered as part of employed time and not computed as time for pay.

8.4 Vacancies

Notification of opening shall be made known to all Employees in the bargaining unit through internal posting. A copy of a vacancy notice shall be sent to the Association President and building representatives and posted on the bulletin board designated for Educational Support Association of Plano within seven (7) days from the time they have been approved by the Board of Education.

8.5 Transfers

Employees requesting a transfer from one classification to another shall put the request in writing to the Superintendent stating the reason for the request. If the Superintendent approves the employee's voluntary transfer to a different, higher paying, job classification, the employee shall be placed at the salary schedule equal or closest to the employee's current wage rate without causing a reduction in pay. If the Superintendent approves the employee's voluntary transfer to a different, lower paying job classification, the employee shall earn the same wage rate as a similar employee with comparable experience or three years, whichever is less. The employee will begin to accrue seniority in the new job classification after completion of the probationary period as provided in Section 9.7 of this agreement.

Employees who temporarily perform the job of a higher paying classification on a full-time basis for five (5) or more consecutive days shall be paid the wage rate of the higher paying classification equal to or closest to, but not less than, the employee's current wage rate.

8.6 Involuntary Transfer

When an Employee is involuntarily transferred, the District will give the Employee five (5) working days prior notification except for a temporary placement or an emergency placement.

8.7 Reimbursable Expenses

- 8.7.1 Physical Examinations When the District requires an employee, (except bus drivers) to have a post employment or pre-employment physical examination as a result of a continuing condition of employment then the District will pay up to \$125.00 for such an exam and reimburse the employee upon presentation to the Superintendent proper documentation and the results of the exam.
- 8.7.2 Transportation The Board of Education and the Association agree that a Transportation Handbook be maintained and voted on by the Board no later than September 1st or other mutually agreed upon date of each school year. A committee will be formed of equal representation to review said Handbook. This Handbook will define such reimbursable expenses related to CDL renewal, drug testing, parking and tolls, refresher courses, and extra-curricular assignments.

8.8 Dues Deductions

Upon written authorization from an Employee to the District and to the Association, dues payroll deductions shall be made. Such authorization shall remain effective from year to year, unless the Employee cancels the authorization by notice in writing to the District's business

office and to the Association. These authorizations will be submitted to the business office on or before September 1 or the first of any month thereafter with the deductions being made the next pay period or not later than ten (10) days after having received the authorization.

When any new Employee becomes a member of the ESAP the President of the Association shall certify to the District Business Office, in writing, the name of the individual who wishes to participate in the dues deduction program at least ten (10) days prior to the first payroll after the probationary period. For all existing members the President of the Association shall certify the list of member Employee's for dues deduction that they have a current authorization card, ten (10) days prior to July 1 of each fiscal year.

The amount of dues to be assessed will be certified by the President of the Association according to the hours worked per week as follows:

0-11 hours No dues are deducted
12-20 hours One-quarter (1/4) time dues are deducted
21-34 hours One-half (1/2) time dues are deducted
35+ hours Full time dues are deducted

Dues for new employees will be pro-rated by the Association according to date of hire.

The Association shall indemnify and hold harmless the Board of Education and its agents in the implementation of this dues deduction program.

8.9 Clothing Allowance/Aprons

An annual clothing allowance will be provided for maintenance staff in the amount of \$150/school year per employee and \$75/school year for each custodial employee.

Cafeteria Employees and all other employees who handle food in any way shall have a District supplied full covering white bib apron.

8.10 In-Service Training

The Board and Association agree that the employees covered by this Agreement may from time to time suggest in-service opportunities to the Superintendent for the classified staff. Employees may also make a request in writing to the appropriate supervisor and Superintendent for permission to attend a workshop or training. Such requests will be granted at the discretion of the Superintendent. If the district requires the training, it will be at district expense.

8.11 Annual Review

Employees' performance will be reviewed annually by their supervisor for the purpose of providing recognition and growth enhancing feedback for the employee. The annual review should be conducted in a climate of trust, openness, collaboration and support utilizing the Annual Review instrument corresponding to the assigned position.

8.12 Working Conditions

Staff members should share any safety concerns with their immediate supervisor. If a staff member is working in the building, the temperature should be set at an acceptable level/temperature. If a concern is not resolved or a condition persists after the initial conversation, the staff member should contact both the Building Union Representative as well as a building level Administrator. Any concerns that are not resolved at the building level should be shared with both the Union President and the Superintendent or designee.

8.13 Administer Medicine to Students

Under no circumstances, shall an employee, except a school certified RN or a non-school certified RN, be required to administer medication to students. The above shall not prohibit any employee from providing emergency assistance to any student.

8.14 Meetings/Reviews

Employees shall attend all scheduled meetings and performance reviews during their regularly scheduled hours.

ARTICLE 9 SENIORITY

9.1 Definition

Seniority is determined by the length of an Employee's continuous service in a job classification with the school district. Employees must complete an entire probationary period. Seniority is defined for reduction in force only. Full time for purposes of seniority is thirty (30) hours starting July 1, 2003

9.2 Seniority List Posting

The Employer shall post a copy of the seniority list by February 1st of each year.

9.3 Seniority Calculation

- 9.3.1 Classification seniority within each specific job category shall be based on length of continuous service from the date of employment in the school district.
- 9.3.2 If the years of total continuous service in the job classification are equal between two or more employees, then seniority shall be determined by total continuous service in the school district.
- 9.3.3 If the years of total continuous service in the District are equal between two or more employees, then seniority shall be determined by total service in the District, whether or not continuous.
- 9.3.4 If two or more employees remain equal after application of the factors set forth in Subparagraph 3) above, the employee having the greater seniority shall be determined by lot.

- 9.4 Seniority Loss An Employee shall lose all seniority credit in the event of the following:
 - 9.4.1 Voluntary or involuntary termination;
 - 9.4.2 Expiration of the employee's RIF recall period extending one (1) calendar year from the beginning of the school year following the employee's RIF layoff.
 - 9.4.3 Transfer to a non-bargaining unit position;
 - 9.4.4 An Employee fails to give a written notice of intent to return to work within three (3) days of a notice for recall;
 - 9.4.5 An Employee is absent from work for three (3) days without advising he Employer, or without a reason acceptable to the Employer;
 - 9.4.6 The Employee is retired;
 - 9.4.7 The Employee engages in work stoppage or other concerted job actions against the Employer during the term of this Agreement.
- 9.5 No seniority shall accrue during an unpaid leave of absence.
- 9.6 An Employee's seniority shall entitle such Employee only to such rights as are specifically provided for in this Agreement.
- 9.7 Seniority shall start for probationary Employees at the time the Employee has successfully completed his probationary period and shall be retroactive to the date of hire.

ARTICLE 10 DISCIPLINE PROCEDURE

- 10.1 Except for any oral warnings, the employee will receive written notice of any disciplinary action and the reason for such action. An employee shall have the right to be represented by the Association during any disciplinary conference at anytime upon request.
- 10.2 Discipline may occur when an Employee breaches any Work rule, Board Policy, Building Rule or Regulation, District Rule or Regulation, or any behavior that is deemed by the Board of Education not to be in the best interest of the District or behavior that poses a potential danger or threat to the health, safety and welfare to students or other staff. As a member of the District, the Employee must conduct himself/herself on the job in a manner so as to bring credit upon the Employer.
- 10.3 No non-probationary Employee shall be dismissed or suspended without just cause. Written notice of the reasons for such dismissal or disciplinary action shall be provided to the Employee.

The Board recognizes the desirability of establishing and utilizing a system of progressive discipline. Disciplinary action will be progressive when appropriate. In cases deemed serious by the administration, immediate termination may be recommended. Subject to the administration's discretion to impose the level of discipline it deems appropriate, progressive discipline will follow the steps outlined below.

1. Verbal Warning

A verbal warning will be given to the Employee for misconduct or poor performance which does not warrant a written warning, dismissal or suspension as the initial disciplinary action. This warning will be issued by the Supervisor and/or Superintendent. The specific grounds for any oral reprimand or other discipline shall be given to an Employee in writing within twenty-four (24) hours after the request by the employee, with a copy to the Association President. A record of a verbal warning will be placed in the personnel file but will expire one (1) year after issuance.

2. Written Warning

A written disciplinary action for misconduct and or poor performance shall be placed in the Employee's personnel file. It shall contain information gathered by the Supervisor and/or Superintendent after an investigation. A copy of such warning shall be sent to the Association President and will remain part of the employee's personnel file.

3. Suspension/Dismissal

Before an Employee is disciplined by suspension with or without pay, removed from any job or dismissed, the Supervisor and/or Superintendent shall conduct an investigation of the problem to determine the facts and the Employee shall be given a pre-disciplinary conference with the Supervisor and/or Superintendent. The Employee shall be given twenty-four (24) hours prior written notice of the reasons for such a meeting or interview and shall be entitled to have an Association representative present to advise and represent him/her.

Any additions, revisions, or other modifications to the disciplinary rules and regulations set forth in the ESAP Contract will be distributed to Employees. ESAP leadership will have input prior to administrative approval.

ARTICLE 11 PERSONNEL FILES

11.1 Every Employee shall have the right to review any non-confidential document in his/her personnel file in accordance with the Illinois Personnel Records Review Act. No disciplinary material may be placed in an Employee's personnel file unless the Employee has received a copy. The Employee shall have the right to respond to any material filed, and his/her response shall be submitted to the supervisor and forwarded to the District Personnel Office, where it shall be attached to the file within fifteen (15) working days.

Upon reasonable advance request to review the file, the Employee shall do so during normal business hours and may be accompanied at such review by a representative of his/her choice. Nothing shall be permanently removed from the personnel file except with the consent of the Superintendent or his/her designee. An Employee shall have the right to copy material in the personnel file.

ARTICLE 12 REDUCTION IN FORCE

12.1 In the event of a reduction in force or lay off for any reason, Employees shall be laid off in the inverse order of their seniority in their classification. Employees subject to a reduction in force in a specific job category shall be allowed to bump into another job category in which the employee previously accrued seniority that is greater than the seniority of employee(s) currently in that job category. This bumping right is subject to the following limitations: 1) The employee must be currently qualified for the position; 2) An employee shall not be entitled to bump into an old position if more than five (5) years have passed since he/she last worked in the position at issue; and 3) An employee shall not be entitled to bump into an old position unless he/she has the same or better performance evaluation rating compared to the employee that would be bumped. A reduction in force or lay off out of the inverse order of seniority may be made if, in the Employer's judgment, retention of special job skills is required.

An employee subject to layoff pursuant to a reduction in force shall receive written notice of the layoff by first class mail and certified mail, return receipt requested, or personal delivery with receipt at least thirty (30) days before the employee's final work day.

- Employees shall be called back from lay off according to seniority in the classification from which they were laid off unless, in the Employer's judgment, special skills are required.
- Employees on lay off who have been offered re-employment to the classification from which they had been laid off and have declined shall be removed from the recall list and terminated.
- 12.4 Lay off status shall not extend for more than one (1) year.

 If the District has any vacancies in regular full-time or part-time positions for the following school term or within one (1) calendar year from the beginning of the following school term, the position thereby becoming available within a specific job classification shall be tendered to the employee previously subject to layoff from the job classification, provided the employee is qualified to hold such position.
- 12.5 Benefits shall not accrue during lay off.

An employee on layoff pursuant to a reduction in force shall not accrue fringe benefits or additional seniority until reinstatement after issuance of a notice of recall. An employee on layoff shall retain existing seniority until expiration of the RIF recall period as provided in Section 8.3.2 of this Agreement. An employee subject to reduction in force will continue to

receive any previously received health insurance benefits during the 60-day COBRA election period after the effective date of layoff.

12.6 Nothing in this Agreement or any part of this Agreement is intended to restrict the necessity of service reduction, the form of the reduction, and the duration of the lay off.

12.7 Reduction in Force

Only when reduction in force becomes necessary shall employees have bumping rights within their classification.

ARTICLE 13 INSURANCE

13.1 Health and Hospitalization

For each regularly employed Plano ESAP employee who is scheduled to work at least thirty (30) hours each week during the school year, regardless of the number of positions held, the Board shall pay the single premium cost for hospitalization, dental, and major medical insurance as follows:

Staff members hired and working before the first day of the 2010-11 school year

For all staff members hired and working prior to the beginning of the 2010-11 school year, the Board will contribute an amount equal to the single HMO health/hospitalization premiums for the first four (4) years of employment. The staff member may choose PPO coverage during the first four (4) years of employment, provided, however, that the employee shall be responsible for the difference in cost between the single HMO cost paid by the Board and the cost of the coverage elected by employee. Following completion of the fourth year of employment, and thereafter, the Board will contribute an amount equal to the single HMO health/hospitalization premiums for employees electing HMO coverage, and the Board will contribute an amount up to \$650 for single PPO health/hospitalization premiums for employees electing PPO coverage. Any increase beyond \$650 will be shared equally between the employee and employer. There is no reimbursement to the employee for any difference in premium between the HMO and PPO plan.

Staff members hired and working after the first day of the 2010-11 school year

For all staff members hired and working after the beginning of the 2010-11 school year, the Board will contribute an amount equal to the single HMO health/hospitalization premiums for the first seven (7) years of employment. The staff member may choose PPO coverage during the first seven (7) years of employment provided, however, that the employee shall be responsible for the difference in cost between the single HMO cost paid by the Board and the cost of the coverage elected by employee. Following completion of the seventh year of employment, and thereafter, the Board will contribute an amount equal to the single HMO health/hospitalization premiums for staff members electing HMO coverage, and the Board will contribute an amount equal to \$650 for single PPO health/hospitalization premiums for employees electing PPO coverage. Any increase beyond \$650 will be shared equally between the employee and employer. There is no reimbursement to the employee for any difference in premium between the HMO and PPO plan.

Subject to any limitations or restrictions imposed by the District's insurance provider, any full-time employed support staff member is entitled to elect dependent hospitalization, major medical, and/or dental insurance under the District's group insurance plans at the employee's expense. The employee may apply the single premium amount towards the cost of the family insurance premium amount.

13.2 Employer's Insurance Carrier Rights

Nothing in this Agreement or Article shall limit the Employer's right to select or change insurance carriers when they determine that action to be in the best interest of the District.

13.3 Term Life Insurance

All full-time Employees shall be provided a term life insurance policy equal in the amount of \$20,000.00. Said policy shall have attached an accidental death and dismemberment clause. The premium is to be provided in full by the school district and shall cease at the time the Employee leaves the employment of the District or is reduced in force or laid off.

13.4 Section 125 Pre-Tax Program

The Board shall offer a Section 125 Pre-Tax Program to individuals covered by this Agreement. Such program offerings shall be uniform for all employees of the district. The participating employees will pay the monthly administrative fee charged by the third party plan administrator. It is agreed that the following shall be part of the covered items of the Plan subject to I.R.S. approval:

- a. Medical coverage premium,
- b. Dental coverage premium,
- c. Flexible spending accounts (FSA), which reimburse eligible health and dependent care expenses.

ARTICLE 14 COMPENSATION

14.1 Minimum Paid Days Guarantee

Staff members shall be guaranteed a minimum of 173 paid days in a school year.

14.2 Overtime Definition

Overtime shall be defined as pre-authorized work performed in excess of the regular workweek as designated below. All overtime must be authorized by the appropriate supervisor. Over forty (40) hours per workweek (defined as actual hours worked in any seven (7) day period) constitutes overtime and will be paid time and one half his/her regular base salary. The following will be counted toward the forty (40) hours per week required for overtime: 1) Time physically on the job; and 2) Holidays listed in the contract. Overtime is to be computed on the base rate of pay only and only full-time employees are eligible for overtime pay. In the event that a district employee is called back to work, the following chart will govern the minimum number of hours that they will receive credit.

	0-1 hours	1-2 hours	2 hours after	1-2 hours	0-1 hours
	after they	after they	they clock-	before they	before they
	clock-out	clock-out	out until 2	clock-in	clock-in
			hours they		
			clock-in		
Compensation	Regular	1-hour	2-hours	1-hour	Regular
	time	minimum	minimum	minimum	time

Weekends

- The weekend starts two (2) hours after the last day of the employee's regular schedule.
- The weekend ends two (2) hours before the first day of the employee's regular schedule.
- A minimum of two (2) hours will be granted for any holiday.

14.3 Pyramiding or Duplicating

Whenever two (2) or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

14.4 Payroll Periods

Employees shall be responsible for recording their time on the electronic time card system and submitting it for necessary approval in accordance with District policy.

Twelve month Employees shall be paid every two (2) weeks. Employees who work less than twelve (12) months shall be paid on a biweekly basis following the District pay schedule unless they notify the Administration Office within one (1) week of the first day of employment that they want to be paid over twenty-six (26) pay periods. Note: The 2021-22 school year will have twenty-seven (27) pay periods. Mid-year hires are not eligible to participate in the twenty-six (26) pay option. Transportation employees are not eligible for the twenty-six (26) pay option.

14.5 Fair Share

Each Bargaining Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join 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.

In the event that the Bargaining Unit Member does not pay his/her 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.

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

In the event of any legal action against the Employer 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 intervention 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.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent 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.

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 or a belief sincerely held with the strength of traditional religious views, 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.

14.6 Mileage Reimbursement

Employees shall be reimbursed at the allowable rate established by the IRS per mile on all trips approved by the Superintendent.

14.7 Direct Deposit

All payroll checks will be issued through direct deposit, unless an employee turns in a written request to pick up a paper check at the Administration Office on posted pay days.

14.8 Compensation for Substitution of a Higher Class

14.8.1 Any employee, with proper certification, substituting for a teacher shall be paid their regular hourly rate or the current substitute rate, whichever is greater. In addition, the employee will also, receive additional flat-rate compensation based on the following time ranges:

Up to 1/4 Day = \$12; 1/4 to 1/2 Day = \$17; 1/2 to Full Day = \$25

14.8.2 Bus Aides - Bus Aides substituting for a driver shall be paid their regular hourly driver rate.

14.9 Transportation

- 14.9.1 Bus drivers report time shall be stated on the route posting. The reporting time shall not be less than twenty (20) or more than thirty (30) minutes prior to departure when a DOT inspection is required. Report time for extra work, midday, PM, and field trip work assignments when a DOT inspection is not required will be no more than fifteen (15) minutes prior to departure.
- 14.9.2 Bidding of Routes (Regular School Year) Every regular and special education route established by the District will be open for bid and routes will be awarded by seniority using the seniority list established by the District. Prior to the beginning of the regular school year, all full and part-time bus drivers and bus aides will be required to attend a meeting to bid on routes for the regular school year. (A similar process will be used for summer school).
- 14.9.3 When the bus driver has clocked in for an event, bus drivers will receive a minimum of two hours pay for any cancelled event that is not properly communicated to the driver.

ARTICLE 15 NO STRIKE

15.1 No Strike

The Board and the Association recognize that strikes and other forms of work stoppage by members of the exclusive bargaining unit are contrary to the continuity of educational programs. The Board and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and Agreements shall result from good faith negotiations. The Association therefore, agrees that there shall be no strike, work stoppage, refusal to perform work assignments, or interference with District operations during the term of this Agreement.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Employees to do so.

In the event of any strike or other concerted action which interferes with the operation of the District, the Board shall take whatever affirmative action is necessary and within its authority to bring about the termination of such interference.

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action on school property or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

ARTICLE 16 TECHNICAL CLAUSES

16.1 Severability

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect. The parties will meet in an effort to reach Agreement on a modification that will be in compliance with the law.

16.2 New Contract Negotiation

Upon receipt of a written demand to bargain, negotiations for a new contract shall begin no earlier than during April of the year in which the Agreement is to terminate. Upon the expiration of this Agreement, neither the experience step increases nor lane increases in the salary schedule shall be granted during contract negotiations for a successor contract after expiration of the Agreement.

16.3 Obligations of the Parties

This Agreement shall benefit and be obligatory upon the parties hereto and members of the ESAP employed by the Board during the term of this Agreement.

ARTICLE 17 COMPLETE UNDERSTANDING

17.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, this Agreement constitutes the sole, entire existing Agreement between the parties hereto, supersedes all prior Agreements, oral and written, expressed or implied, between the District and the Employee representative and expresses full and without reservation all obligation and restrictions imposed upon each of the respective parties during the term of this Agreement.

Therefore, this Agreement constitutes the entire Agreement between the parties except as modified in this agreement, and supersedes all prior Agreements between the District and the exclusive representative.

All prior charges, complaints, grievances, discharges, or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement.

ARTICLE 18 DURATION AND EFFECT OF AGREEMENT

18.1	This Agreement shall be effective as through June 30, 2026. Such section		, 2021 and shall continue in full force a ntified in the text of this Agreement.	and effect
	This Agreement is signed this	_day of	, 2021. In witness there	eof:
	THE EDUCATIONAL SUPPORT ORT ASSOCIATION OF PLANO- EA		FOR THE BOARD OF EDUCATIO PLANO COMMUNITY UNIT SCHOOL DISTRICT NO. 88	N
Preside	ent	_	President	-
Date:_		_	Date:	
Secreta	nry	_	Secretary	-
Date:_			Date:	_

APPENDIX "A"

Computer Technician with Proper Certification					
•	2021-22	2022-23	2023-24	2024-25	2025-26
1	\$19.25	\$19.62	\$19.99	\$20.36	\$20.73
2	19.83	20.20	20.57	20.94	21.31
3	20.20	20.78	21.15	21.52	21.89
4	20.58	21.15	21.73	22.10	22.47
5	20.96	21.53	22.10	22.68	23.05
6	21.35	21.91	22.48	23.05	23.63
7	21.75	22.30	22.86	23.43	24.00
8	22.30	22.70	23.25	23.81	24.38
9	22.79	23.25	23.65	24.20	24.76
10	23.28	23.74	24.20	24.60	25.15
11	23.76	24.23	24.69	25.15	25.55
12	24.25	24.71	25.18	25.64	26.10
13	24.74	25.20	25.66	26.13	26.59
14	25.22	25.69	26.15	26.61	27.08
15	25.71	26.17	26.64	27.10	27.56
16	26.20	26.66	27.12	27.59	28.05
17	26.68	27.15	27.61	28.07	28.54
18	27.17	27.63	28.10	28.56	29.02
19	27.66	28.12	28.58	29.05	29.51
20	27.96	28.61	29.07	29.53	30.00
21	28.26	28.91	29.56	30.02	30.48
22	28.57	29.21	29.86	30.51	30.97
23	28.87	29.52	30.16	30.81	31.46
24	29.18	29.82	30.47	31.11	31.76
25	29.48	30.13	30.77	31.42	32.06
26	29.78	30.43	31.08	31.72	32.37
27		30.73	31.38	32.03	32.67
28			31.68	32.33	32.98
29				32.63	33.28
30					33.58

Registered No	Registered Nurse					
	2021-22	2022-23	2023-24	2024-25	2025-26	
1	\$25.78	\$26.28	\$26.78	\$27.28	\$27.78	
2	26.23	26.73	27.23	27.73	28.23	
3	26.73	27.18	27.68	28.18	28.68	
4	27.23	27.68	28.13	28.63	29.13	
5	27.75	28.18	28.63	29.08	29.58	
6	28.28	28.70	29.13	29.58	30.03	
7	28.81	29.23	29.65	30.08	30.53	
8	29.36	29.76	30.18	30.60	31.03	
9	29.85	30.31	30.71	31.13	31.55	
10	30.33	30.80	31.26	31.66	32.08	
11	30.82	31.28	31.75	32.21	32.61	
12	31.31	31.77	32.23	32.70	33.16	
13	31.79	32.26	32.72	33.18	33.65	
14	32.28	32.74	33.21	33.67	34.13	
15	32.77	33.23	33.69	34.16	34.62	
16	33.25	33.72	34.18	34.64	35.11	
17	33.74	34.20	34.67	35.13	35.59	
18	34.23	34.69	35.15	35.62	36.08	
19	34.71	35.18	35.64	36.10	36.57	
20	35.02	35.66	36.13	36.59	37.05	
21	35.32	35.97	36.61	37.08	37.54	
22	35.62	36.27	36.92	37.56	38.03	
23	35.93	36.57	37.22	37.87	38.51	
24	36.23	36.88	37.52	38.17	38.82	
25	36.54	37.18	37.83	38.47	39.12	
26	36.84	37.49	38.13	38.78	39.42	
27		37.79	38.44	39.08	39.73	
28			38.74	39.39	40.03	
29				39.69	40.34	
30					40.64	

Maintenance					
	2021-22	2022-23	2023-24	2024-25	2025-26
1	\$18.05	\$18.55	\$19.05	\$19.55	\$20.05
2	18.50	19.00	19.50	20.00	20.50
3	18.85	19.45	19.95	20.45	20.95
4	19.20	19.80	20.40	20.90	21.40
5	19.56	20.15	20.75	21.35	21.85
6	19.92	20.51	21.10	21.70	22.30
7	20.29	20.87	21.46	22.05	22.65
8	20.84	21.24	21.82	22.41	23.00
9	21.33	21.79	22.19	22.77	23.36
10	21.82	22.28	22.74	23.14	23.72
11	22.30	22.77	23.23	23.69	24.09
12	22.79	23.25	23.72	24.18	24.64
13	23.28	23.74	24.20	24.67	25.13
14	23.76	24.23	24.69	25.15	25.62
15	24.25	24.71	25.18	25.64	26.10
16	24.74	25.20	25.66	26.13	26.59
17	25.22	25.69	26.15	26.61	27.08
18	25.71	26.17	26.64	27.10	27.56
19	26.20	26.66	27.12	27.59	28.05
20	26.50	27.15	27.61	28.07	28.54
21	26.80	27.45	28.10	28.56	29.02
22	27.11	27.75	28.40	29.05	29.51
23	27.41	28.06	28.70	29.35	30.00
24	27.72	28.36	29.01	29.65	30.30
25	28.02	28.67	29.31	29.96	30.60
26	28.32	28.97	29.62	30.26	30.91
27		29.27	29.92	30.57	31.21
28			30.22	30.87	31.52
29				31.17	31.82
30					32.12

Custodians					
	2021-22	2022-23	2023-24	2024-25	2025-26
1	\$13.18	\$13.66	\$14.14	\$14.62	\$15.10
2	13.65	14.13	14.61	15.09	15.57
3	13.90	14.60	15.08	15.56	16.04
4	14.15	14.85	15.55	16.03	16.51
5	14.41	15.10	15.80	16.50	16.98
6	14.67	15.36	16.05	16.75	17.45
7	14.94	15.62	16.31	17.00	17.70
8	15.49	15.89	16.57	17.26	17.95
9	15.98	16.44	16.84	17.52	18.21
10	16.46	16.93	17.69	17.79	18.47
11	16.95	17.41	17.88	18.34	18.74
12	17.44	17.90	18.36	18.83	19.29
13	17.92	18.39	18.85	19.31	19.78
14	18.41	18.87	19.34	19.80	20.26
15	18.90	19.36	19.82	20.29	20.75
16	19.38	19.85	20.31	20.77	21.24
17	19.87	20.33	20.80	21.26	21.72
18	20.36	20.82	21.28	21.75	22.21
19	20.84	21.31	21.77	22.23	22.70
20	21.15	21.79	22.26	22.72	23.18
21	21.45	22.10	22.74	23.21	23.67
22	21.75	22.40	23.05	23.69	24.16
23	22.06	22.70	23.35	24.00	24.64
24	22.36	23.01	23.65	24.30	24.95
25	22.67	23.31	23.96	24.60	25.25
26	22.97	23.62	24.26	24.91	25.55
27		23.92	24.57	25.21	25.86
28			24.87	25.52	26.16
29				25.82	26.47
30					26.77

Differentials: .50/hour for Head Custodian; .25/hour for 2^{nd} shift; .50/hour for 3^{rd} shift

Secretaries, Health Aides, Instructional Aides and Library Aides with Proper					
Certification	2021-22	2022-23	2023-24	2024-25	2025-26
1	\$12.98	\$13.65	\$14.32	\$14.99	\$15.66
2	13.26	13.93	14.60	15.27	15.94
3	13.50	14.21	14.88	15.55	16.22
4	13.75	14.45	15.16	15.83	16.50
5	14.00	14.70	15.40	16.11	16.78
6	14.25	14.95	15.65	16.35	17.06
7	14.52	15.20	15.90	16.60	17.30
8	15.06	15.47	16.15	16.85	17.55
9	15.55	16.01	16.42	17.10	17.80
10	16.04	16.50	16.96	17.37	18.05
11	16.52	16.99	17.45	17.91	18.32
12	17.01	17.47	17.94	18.40	18.86
13	17.50	17.96	18.42	18.89	19.35
14	17.98	18.45	18.91	19.37	19.84
15	18.47	18.93	19.40	19.86	20.32
16	18.96	19.42	19.88	20.35	20.81
17	19.44	19.91	20.37	20.83	21.30
18	19.93	20.39	20.86	21.32	21.78
19	20.42	20.88	21.34	21.81	22.27
20	20.72	21.37	21.83	22.29	22.76
21	21.02	21.67	22.32	22.78	23.24
22	21.33	21.97	22.62	23.27	23.73
23	21.63	22.28	22.92	23.57	24.22
24	21.94	22.58	23.23	23.87	24.52
25	22.24	22.89	23.53	24.18	24.82
26	22.55	23.19	23.84	24.48	25.13
27		23.50	24.14	24.79	25.43
28			24.45	25.09	25.74
29				25.40	26.04
30					26.35

Clerical Aides, Food Service, Recess Aides, District Delivery Driver,							
Instructional Aides/Tech Aides without Certification, Library Aides without Certification and PBIS Aides							
Library Aides	2021-22	2022-23	2023-24	2024-25	2025-26		
1	\$12.57	\$13.38	\$14.19	\$15.00	\$15.81		
2	12.71	13.51	14.33	15.15	15.95		
3	12.94	13.66	14.46	15.30	16.08		
4	13.17	13.89	14.61	15.41	16.20		
5	13.41	14.12	14.84	15.56	16.36		
6	13.66	14.36	15.07	15.79	16.51		
7	13.91	14.61	15.31	16.02	16.74		
8	14.45	14.86	15.56	16.26	16.97		
9	14.94	15.40	15.81	16.51	17.21		
10	15.43	15.89	16.35	16.76	17.46		
11	15.91	16.38	16.84	17.30	17.71		
12	16.40	16.86	17.33	17.79	18.25		
13	16.89	17.35	17.81	18.28	18.74		
14	17.37	17.84	18.30	18.76	19.23		
15	17.86	18.32	18.79	19.25	19.71		
16	18.35	18.81	19.27	19.74	20.20		
17	18.83	19.30	19.76	20.22	20.69		
18	19.32	19.78	20.25	20.71	21.17		
19	19.81	20.27	20.73	21.20	21.66		
20	20.11	20.76	21.22	21.68	22.15		
21	20.72	21.06	21.71	22.17	22.63		
22	21.02	21.67	22.01	22.66	23.12		
23	21.33	21.97	22.62	22.96	23.61		
24	21.63	22.28	22.92	23.57	23.91		
25	21.94	22.58	23.23	23.87	24.52		
26	22.24	22.89	23.53	24.18	24.82		
27		23.19	23.84	24.48	25.13		
28			24.14	24.79	25.43		
29				25.09	25.74		
30					26.04		

Differentials: .75/hour for Lead Cook

Bus Aides						
	2021-22	2022-23	2023-24	2024-25	2025-26	
1	\$14.70	\$15.00	\$15.30	\$15.60	\$15.90	
2	15.35	15.65	15.95	16.25	16.55	
3	15.63	16.30	16.60	16.90	17.20	
4	15.92	16.58	17.25	17.55	17.85	
5	16.21	16.87	17.53	18.20	18.50	
6	16.51	17.16	17.82	18.48	19.15	
7	17.04	17.46	18.11	18.77	19.43	
8	17.50	17.99	18.41	19.06	19.72	
9	17.97	18.45	18.94	19.36	20.01	
10	18.44	18.92	19.40	19.89	20.31	
11	18.91	19.39	19.87	20.35	20.84	
12	19.38	19.86	20.34	20.82	21.30	
13	19.84	20.33	20.81	21.29	21.77	
14	20.31	20.79	21.28	21.76	22.24	
15	20.78	21.26	21.74	22.23	22.71	
16	21.25	21.73	22.21	22.69	23.18	
17	21.71	22.20	22.68	23.16	23.64	
18	22.18	22.66	23.15	23.63	24.11	
19	22.48	23.13	23.61	24.10	24.58	
20	22.77	23.43	24.08	24.56	25.05	
21	23.06	23.72	24.38	25.03	25.51	
22	23.35	24.01	24.67	25.33	25.98	
23	23.65	24.30	24.96	25.62	26.28	
24	23.94	24.60	25.25	25.91	26.57	
25	24.23	24.89	25.55	26.20	26.86	
26	24.52	25.18	25.84	26.30	27.15	
27	24.82	25.47	26.13	26.79	27.45	
28	25.11	25.77	26.42	27.08	27.74	
29	25.40	26.06	26.72	27.37	28.03	
30		26.35	27.01	27.67	28.32	

Bus Drivers						
	2021-22	2022-23	2023-24	2024-25	2025-26	
1	\$19.57	\$19.87	\$20.17	\$20.47	\$20.77	
2	20.22	20.52	20.82	21.12	21.42	
3	20.60	21.17	21.47	21.77	22.07	
4	20.98	21.55	22.12	22.42	22.72	
5	21.37	21.93	22.50	23.07	23.37	
6	21.77	22.32	22.38	23.45	24.02	
7	22.18	22.72	23.27	23.83	24.40	
8	22.59	23.13	23.67	24.22	24.78	
9	23.00	23.54	24.08	24.62	25.17	
10	23.41	23.95	24.49	25.03	25.57	
11	23.82	24.36	24.90	25.44	25.98	
12	24.23	24.77	25.31	25.85	26.39	
13	24.64	25.18	25.72	26.26	26.80	
14	25.05	25.59	26.13	26.67	27.21	
15	25.46	26.00	26.54	27.08	27.62	
16	25.87	26.41	26.95	27.49	28.03	
17	26.28	26.82	27.36	27.90	28.44	
18	26.69	27.23	27.77	28.31	28.85	
19	27.10	27.64	28.18	28.72	29.26	
20	27.51	28.05	28.59	29.13	29.67	
21	27.92	28.46	29.00	29.54	30.08	
22	28.32	28.87	29.41	29.95	30.49	
23	28.73	29.27	29.82	30.36	30.90	
24	29.14	29.68	30.22	30.77	31.31	
25	29.55	30.09	30.63	31.17	31.72	
26	29.96	30.50	31.04	31.58	32.12	
27	30.37	30.91	31.45	31.99	32.53	
28	30.78	31.32	31.86	32.40	32.94	
29	31.19	31.73	32.27	32.81	33.45	
30		32.14	32.68	33.22	33.76	

Field Trips

- Trips will be paid at the hourly rate for the driving portion of the trip.
- Waiting time will be stipend at \$4 an hour less than the hourly rate.

Minimum Guaranteed Hours

- Tier 3 = 6 hours
- Tier 2 = 5 hours
- Tier 1 = 3 hours

Bus Aides - Minimum Guaranteed Hours – 30 minutes less than the Bus Drivers

FINANCIAL TERMS

- 1. Summer school
 - a. Out-of-District routes Guaranteed minimum of 4 hours
 - b. In-district routes Guaranteed minimum of 3 hours
- 2. Athletic trips and other special trips
 - a. Rate Driving time on field trips will be paid at the hourly rate. A stipend for wait time will be paid at \$4 less than the driving time rate. In addition to the hourly rate for driving and wait time, there will be a \$60 per diem for an overnight trip.
 - b. Trips will be rotated starting from the most senior to the least and then back to the most senior staff member on a weekly basis.
- 3. Midday work for drivers and aides 1 hour minimum is guaranteed
- 4. Reporting time for bus aides 15 min. prior to a trip
- 5. East View Academy and Premier Academy \$10/trip stipend