

AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS**

AND

THE PARK RIDGE TEACHER ASSISTANTS' ASSOCIATION

2012-2013

2013-2014

2014-2015

2015-2016

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I: DEFINITION OF TERMS	1
ARTICLE II: RECOGNITION.....	1
ARTICLE III: BOARD RIGHTS	2
ARTICLE IV: EMPLOYEE AND ASSOCIATION RIGHTS	3
A. Right to Organize.....	3
B. Non-Discrimination and Duty of Fair Representation.....	3
C. Pertinent Information to Negotiations	3
D. Employee Protection.....	3
E. Board Agenda	3
F. Board Meetings.....	4
G. Board Minutes.....	4
H. Use of District Facilities and Equipment.....	4
I. Interschool Mail Services	4
J. Bulletin Boards	4
K. New Employees	4
L. Copies of Agreement	4
M. Policy Handbooks	5
N. Fair Share	5
O. Association Leave.....	6
P. Safety Concerns	6
Q. Complaint Against Employee.....	6
R. Teacher Assistant Evaluation.....	6
ARTICLE V: CONDITIONS OF EMPLOYMENT	7
A. Probationary Period	7
B. Discharge or Suspension Without Pay of a Non-Probationary Teacher Assistant ..	7
C. Holidays	7
D. Continuing Education	7
E. Substitute Teaching/Registered Nurse.....	7
F. Class Coverage.....	8
G. School Calendar	8
H. Personal Care Attendant.....	8
I. Health Assistant	8
ARTICLE VI: HOURS OF WORK AND OVERTIME	9
A. Application of this Section	9
B. Normal Work Day.....	9

C.	Overtime Pay	9
D.	Changes in Normal Work Day.....	9
E.	No Pyramiding.....	9
ARTICLE VII:	VACANCIES AND TRANSFERS.....	10
A.	Posting of Vacancies.....	10
B.	Transfers	10
ARTICLE VIII:	SENIORITY, LAYOFF AND RECALL.....	11
A.	Definition of Seniority	11
B.	Layoffs	11
C.	Recalls.....	12
D.	Effects of Layoff.....	12
E.	Seniority List.....	13
F.	Termination of Seniority.....	13
ARTICLE IX:	GRIEVANCE PROCEDURES	14
A.	Definition	14
B.	Adjustment.....	14
C.	General Guidelines.....	15
ARTICLE X:	NONINTERRUPTION OF WORK.....	18
ARTICLE XI:	EMPLOYEE FILES (PERSONNEL).....	19
ARTICLE XII:	SALARIES AND BENEFITS.....	20
A.	Salary	20
B.	Longevity Pay	20
C.	Stipends for Extracurricular Responsibilities and Coaching Assignments.....	20
D.	Pay for Unused Sick Leave at Retirement	21
E.	District Retirement Recognition Program	21
F.	Insurance Provision.....	21
G.	Dental Insurance	24
H.	Term Life Insurance.....	24
I.	Voluntary Long-Term Disability Insurance.....	24
J.	Payroll Deductions.....	24
ARTICLE XIII:	LEAVES OF ABSENCE	25
A.	Time Off With Pay.....	25
B.	Notification of Accumulated Sick and Personal Leave Days.....	26
C.	Sick Leave Bank	26
D.	Parental Leave.....	28
E.	Family and Medical Leave Act of 1993	29
F.	Other Leave Provisions.....	30
G.	Workers' Compensation	30

ARTICLE XIV: PRIORITY OF DOCUMENTS31

ARTICLE XV: NEGOTIATION PROCEDURES31

ARTICLE XVI: ENTIRE AGREEMENT.....31

ARTICLE XVII: WAIVER OF BARGAINING.....31

ARTICLE XVIII: APPLICABLE STATE LAW32

ARTICLE XIX: SAVINGS CLAUSE.....32

ARTICLE XX: RATIFICATION AND DURATION OF AGREEMENT32

ARTICLE XXI: APPROVAL..... 32

APPENDIX A: TEACHER ASSISTANT HOURLY RATES 2012-2013.....33

APPENDIX B: TEACHER ASSISTANT HOURLY RATES 2013-201434

APPENDIX C: TEACHER ASSISTANT HOURLY RATES 2014-201535

APPENDIX D: TEACHER ASSISTANT HOURLY RATES 2015-201636

PREAMBLE

WHEREAS, the Board of Education and the Park Ridge Teacher Assistants' Association agree that this Agreement must be predicated upon the educational welfare of the students of the District;

WHEREAS, the Board and Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the employees insofar as such practices and procedures are not inconsistent with the statutory obligations of the Board to retain the right effectively to operate the District's schools and are consonant with the paramount interest of the public and the students of the District;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I **DEFINITION OF TERMS**

The term "Association" when used hereafter shall mean the Park Ridge Teacher Assistants' Association, IEA-NEA.

The term "Board" or "District" when used hereafter shall mean the Board of Education or its administrators.

The term "employee" or "teacher assistant" when used herein shall refer to all teacher assistants who are employed on at least a 50% or more basis by the school district and who are included in the bargaining unit represented by the Association.

ARTICLE II **RECOGNITION**

For purposes of negotiation, the Board of Education recognizes the Park Ridge Teacher Assistants' Association as the exclusive representative of all employees as defined above. Nothing contained herein shall abridge the rights of individual employees to present their views and recommendations to the Board pursuant to established procedures, provided that professional negotiations for employees shall be conducted only with the Association.

The Board agrees not to negotiate with any employee organization other than the Association during the term of this Agreement except as otherwise authorized by the Illinois Educational Labor Relations Act.

ARTICLE III
BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate right and responsibility for the proper management of the District in all of its various aspects, including, but not limited to, the responsibility for and the right to make and implement decisions with respect to the following:

- (1) The scope, purpose and standards for the services to be offered to the public, including the determination of whether goods or services are to be provided or purchased;
- (2) The hiring, direction, assignment, scheduling, and evaluation of employees, including the determination of qualifications and the number of personnel by which services are to be provided;
- (3) The establishment, modification, or elimination of courses of instruction, specific programs, athletic, recreational and social events, as deemed necessary or advisable by the Board;
- (4) The adoption of rules and regulations and the revision, modification, or deletion of rules and regulations from time to time.

The exercise of the foregoing rights and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in violation of the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any monetary obligation or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

ARTICLE IV
EMPLOYEE AND ASSOCIATION RIGHTS

A. Right to Organize

Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board.

B. Non-Discrimination and Duty of Fair Representation

The Association shall fulfill its duty of fair representation to all employees covered by this Agreement. The Association shall indemnify and hold the Board harmless from any and all liability that might arise if the Association fails to fulfill its duty of fair representation.

The Board shall not discriminate against any employee covered by this Agreement with respect to hours, wages, terms or conditions of employment by reason of an employee's membership or non-membership in the Association or participation or non-participation in negotiations between the parties.

C. Pertinent Information to Negotiations

The Board shall furnish to the Association upon written request the most recent (1) annual financial report as reported on ISBE Form #50-35; (2) final annual budget as reported on ISBE Form #50-36; (3) tentative approved budget; (4) local audit and adopted budget; (5) information concerning each employee's position (given anonymously) on the current salary schedule; (6) pupil enrollment data; (7) insurance and annuity program information; and/or (8) agency tax rate report. The Association shall be provided with access to public information and records and have the right to make copies of public information and records of which no extra copies are available. Nothing herein shall require the Board to compile any information or data which has not already been compiled.

D. Employee Protection

Any case of assault upon an employee shall be promptly reported to the Board or its designee. The Board agrees to protect and indemnify employees employed by the District and covered by this Agreement from suit to the extent provided by Section 10-20.20 of the School Code of Illinois.

E. Board Agenda

The PRATA may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures concerning same.

F. Board Meetings

The Board shall notify the Association of all regular meetings, special meetings, and committee meetings. The Board shall advise the Association of any cancellations or postponements of those meetings. The Association shall provide the Board with the name of the individual to whom such notification is to be given.

G. Board Minutes

The Association President shall be provided with one (1) copy of the minutes of the Board after said minutes have been officially approved by the Board.

H. Use of District Facilities and Equipment

With the prior approval of the building principal or the Superintendent, the Association may use District equipment and facilities, computers, e-mail system and other District-wide technology, provided said approval shall not be unreasonably denied. Such use shall in no case take precedence over school needs and any materials used or other costs incurred shall be reimbursed by the Association.

I. Interschool Mail Services

The Association President or his/her designee, by prearrangement with the appropriate District administrator(s), shall be permitted reasonable use of the interschool mail system and access to employees' mailboxes for delivery of legitimate Association material.

J. Bulletin Boards

The Association shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Association notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan or political nature.

K. New Employees

The District shall provide the names and addresses of new employees covered by this Agreement after approval of their employment by the Board. All newly hired employees shall be given a copy of their job description.

L. Copies of Agreement

The District will provide the Association with copies of this Agreement so that the Association can distribute such copies to the employees covered by this Agreement. The District shall provide a copy of this Agreement to employees hired after the effective date of this Agreement. The cost of printing and assembly shall be divided equally by the parties.

M. Policy Handbooks

Two (2) sets of Board of Education Policies and Procedures Handbook shall be provided for each school throughout the District, and one set shall also be provided for the Association. Changes of policies or procedures shall be furnished to the Association President within ten days of the publication.

N. Fair Share

During the term of this Agreement, all employees covered by this Agreement who are not members of the PRTAA shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the PRTAA for the services rendered by the PRTAA in negotiating and administering this Agreement as the exclusive representative of the employees covered by this Agreement, provided that such fair share fee shall not exceed the PRTAA dues (including IEA and NEA dues) uniformly required of members of the PRTAA. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the PRTAA. The PRTAA shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the PRTAA and an affidavit which specified the amount of the fair share fee as defined above. The fair share fee collected from non-members shall not be used for contributions related to the election or support of any candidate for political office or for a member-only benefit.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee as defined above to a non-religious charitable organization mutually agreed upon by the employee and the PRTAA/IEA-NEA. If the affected non-member and the PRTAA/IEA-NEA are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The PRTAA/IEA-NEA shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the provisions of this Agreement covering fair share or the deduction of Association dues, or in reliance on any list, notice, certification, affidavit, or assignments furnished under any of such provisions.

O. Association Leave

The Association shall be allowed up to five (5) days of non-accumulative leave in aggregate in any school year with pay where such leave is necessary for delegates designated in writing by the Association to attend the official state convention or other official Association workshops, conferences, or meetings.

In addition, the Association shall be allowed up to an additional five (5) days non-accumulative leave in aggregate in any school year with pay where such additional leave is necessary for delegates designated in writing by the Association to attend the official state convention or other workshops, conferences or meetings; provided, however, the Association shall reimburse the District for the cost of substitutes.

P. Safety Concerns

The principal or his/her designee shall acknowledge receipt by the end of the next school day of safety concerns about the work environment that are submitted to the principal by the affected assistant.

Q. Complaint Against Employee

If the District is considering disciplinary action against an employee based on a complaint received by the District, the District shall inform the employee of the complaint and give the employee a chance to respond to the complaint.

R. Teacher Assistant Evaluation

1. **Evaluations.** Evaluations are to be held by December 1 and May 1 for first and second year assistants and May 1 for all assistants with more than two years of experience. Each evaluation shall include a conference and the completion of the official evaluation forms, with one copy given to the evaluatee and one copy being placed in the evaluatee's personnel file.
2. **Association Input.** The District will provide the Association with a copy of any new or changed evaluation form related to teacher assistants prior to the adoption of any such new or changed form and will consider comments of the Association concerning such a new or changed form.

ARTICLE V
CONDITIONS OF EMPLOYMENT

A. Probationary Period

Teacher assistants shall have a twelve (12) month probationary period. The Board shall be the sole judge as to whether any probationary teacher assistant shall be retained or continued in employment. During a teacher assistant's probationary period the Board shall have the sole right to lay off, discipline or discharge a teacher assistant and the Board's exercise of such right shall not be subject to the grievance and arbitration procedure.

B. Discharge or Suspension Without Pay of a Non-Probationary Teacher Assistant

The suspension without pay or the discharge of a non-probationary teacher assistant for reasons other than reduction in force shall be for just cause. If a non-probationary teacher assistant believes that he/she has been suspended without pay or discharged for reasons other than reduction in force without just cause, he/she shall have the right to file a grievance in accordance with the provisions of Article IX of this Agreement. In any such arbitration proceeding, the preponderance of evidence standard shall be utilized by the arbitrator.

C. Holidays

1. **Designation of Holidays.** Teacher assistants shall receive twelve (12) holidays without loss of pay. The designated holidays in any given school year will be included in the Board-adopted calendar.
2. **Eligibility Requirements.** In order to be eligible for holiday pay, an employee must work his/her last full scheduled work day before and the first full work day after the holiday.

D. Continuing Education

With the approval of the employee's immediate supervisor and the Assistant Superintendent for Human Resources, each employee may attend outside of his/her normal work week workshop(s) or college courses to improve job skills totaling not more than 32 clock hours per school year and be reimbursed at the employee's regular rate of pay.

E. Substitute Teaching/Registered Nurse

If an employee has the necessary certification/license to be utilized as a substitute teacher/traveling Registered Nurse and is so utilized for an entire day or for a half-day, the employee shall be paid either the applicable daily substitute rate (either daily or half-day) or the employee's regular rate of pay, whichever is higher, less required contributions to the Teachers' Retirement System or the Illinois Municipal Retirement Fund.

F. Class Coverage

When an assistant who is certified is asked to cover the class when the teacher is at a Pupil Service Team Meeting, Staffing, Support Service Meeting, or other meetings during the school day and there is no sub provided, the assistant will receive class coverage pay of \$26.27 for the 2012-2013 school year, \$26.80 for the 2013-2014 school year, \$27.34 for the 2014-2015 school year and \$27.89 for the 2015-2016 school year per class period, less required contributions to the Teachers' Retirement System.

G. School Calendar

The membership of the Calendar Committee shall normally consist of one PRTAA representative and one Administrative representative. These meetings will total no more than six hours.

H. Personal Care Attendant

Teacher assistants who are consistently responsible for providing care to students that includes one or more of the following: diapering/toileting, tube feeding, or oral feeding shall accrue an annual stipend of eleven hundred twenty-two dollars (\$1,122) as long as the teacher assistant has such duties. Individuals who are eligible to receive this stipend will be authorized annually by the appropriate District administrator. Adequate training will be provided.

I. Health Assistant

Employees working as health assistants shall accrue an annual stipend of eleven hundred twenty-two dollars (\$1,122).

ARTICLE VI
HOURS OF WORK AND OVERTIME

A. Application of this Section

The purpose of this Section is intended only as a basis for calculating overtime, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

B. Normal Work Day

The normal work day for full-time teacher assistants shall not exceed seven (7) hours per day exclusive of the assistants' unpaid lunch period and any assigned extra duties (e.g., bus duty). Each full-time teacher assistant shall be entitled to a duty-free lunch period of at least thirty (30) minutes. A break period of not more than 15 minutes may be taken each morning and afternoon at times scheduled by that assistant's supervisors. Subject to an assistant's job assignment, reasonable efforts will be made to allow teacher assistants to get their fifteen (15) minute breaks.

Any work performed by a teacher assistant beyond the regular work day must be approved in advance by the teacher assistant's principal. Payment for such work will be made on the pay day following submission of approved time sheets. Time sheets must be submitted by the end of the work week in which the work occurs.

C. Overtime Pay

Teacher assistants shall be paid time and one-half their regular straight-time hourly rate of pay for any hours actually worked in performing their duties and responsibilities as teacher assistants which are in excess of 40 hours in a given week. Overtime must be approved in advance by the teacher assistant's principal. Any assigned and approved overtime hours worked beyond the teacher assistant's regularly scheduled hours of work per week and forty (40) hours per week shall be paid at the teacher assistant's straight-time hourly rate of pay. Holidays and approved sick leave shall be included when calculating eligibility for overtime pay.

D. Changes in Normal Work Day

Should it be necessary in the District's judgment to establish work schedules departing from the normal work day, the District will give as much advance notice of such changes as practicable to all employees affected by such change. Unless the teacher assistant voluntarily consents, no teacher assistant shall be assigned a split work day.

E. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE VII
VACANCIES AND TRANSFERS

A. Posting of Vacancies

During the regular school year the administration shall post all vacancies for positions covered by this Agreement in every school prior to filling any such vacancies. All interested employees shall have a reasonable opportunity to apply and be considered for such vacancy.

Ten (10) days after the expiration of the posting, the Assistant Superintendent for Human Resources will notify the applicants of the disposition of the application. During the summer months, notice of such vacancies shall be posted at the Educational Service Center and sent to the Association President and to those employees who have previously submitted a written transfer request pursuant to Article VIII, Section C below. If posted vacancies lack specific information relating to the vacancy, such information will be available by contacting the Assistant Superintendent for Human Resources or the Director of Special Education/Pupil Services. Nothing herein shall be construed to require the Board to fill any position. Vacancies shall be posted only after honorably dismissed employees have been given the opportunity to exercise their recall rights pursuant to the provisions of Article VIII.

B. Transfers

It is the sole and exclusive responsibility of the administration to assign or transfer teacher assistants. Before making assignments of teacher assistants for the following school year, the administration will consider written transfer requests submitted to the Assistant Superintendent for Human Resources prior to the end of the school year. The employee shall receive written acknowledgement, in a timely manner, that a request for transfer was received.

In addition, teacher assistants who are transferred during the current school year or at the end of the school year shall be given a chance to meet with the Assistant Superintendent for Human Resources to discuss the transfer. Teacher assistants will be informed about transfers directly involving them as soon as reasonably possible under the circumstances.

ARTICLE VIII
SENIORITY, LAYOFF AND RECALL

A. Definition of Seniority

For the purposes of layoff and recall, seniority shall be calculated based on full-time service in accordance with the following guidelines:

1. A full-time teacher assistant is one who is employed full-time for the full 185 day school year.
2. A teacher assistant who works less than full-time shall accumulate prorated seniority credit. For example, if a full-time teacher assistant was hired 20 school days after the start of the school year, the prorated seniority credit would be 165 days divided by 185 = which would convert to .89 of a full year of service. If a teacher assistant worked one-half day for a full year, the prorated seniority credit would be 185 days x .5 = 92.5 days which, in turn, would convert to .5 of a full year of service.
3. While seniority is not terminated because of an absence due to an approved leave, no seniority credit shall be granted for a leave of absence approved by the Board.
4. If seniority is equal for teacher assistants, then the date on which the teacher assistants have signed their employment contracts shall be used to determine the seniority ranking.

Teacher assistants who have not successfully completed their probationary period shall not have seniority for the purposes of this Article.

B. Layoffs

If the Board determines to remove a teacher assistant or reduce the hours an assistant works for reasons of reduction in force, teacher assistants shall be laid off in the reverse order of their service in the district (seniority) within each of the following categories:

1. Special Education Program Assistants
2. Regular Education Teacher Assistants
3. Health Assistants
4. Learning Resource Center Assistants

The teacher assistant with the least seniority in the affected category shall be dismissed or have his/her hours reduced first. Notification of layoff shall be by regular mail and also by either certified mail (return receipt/restricted signature requested) or personal delivery with receipt at least thirty (30) days prior to the dismissal of the employee or the reduction in hours. If a reduction in hours is due to an unforeseen reduction in the number of students, then the written

notice must be mailed and given to the teacher assistant at least five (5) days before the hours are reduced.

Probationary teacher assistants shall not have seniority for the purposes of this Article.

C. Recalls

If the Board has any teacher assistant vacancies for the following school term or within one calendar year from the beginning of the following school term in one of the categories listed in Section B above, the positions thereby becoming available shall be tendered to the non-probationary teacher assistants who were reduced from that category of position in order of seniority.

If there are any remaining vacancies in a given category which the Board is seeking to fill and there are no teacher assistants from that category with recall rights, non-probationary teacher assistants from other categories who were laid off and who have recall rights shall be tendered the vacancies in order of seniority, provided they are qualified by skills, training, ability, and experience to hold the position.

In all cases where a non-probationary teacher assistant has the right to be tendered a position as set forth above, a notice of recall shall be sent to the teacher assistant by certified mail (return receipt/restricted signature requested) or by personal delivery with a signature receipt to the last address submitted to the Superintendent or his/her designee by the teacher assistant. Failure of the teacher assistant to affirmatively respond to such notice within ten (10) calendar days of its receipt or within fifteen (15) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article; provided, however, if the notice of recall is sent within sixty (60) calendar days prior to the start of the school calendar, failure of the teacher assistant to affirmatively respond to such notice within five (5) weekdays of its receipt shall terminate the responsibility of the Board under this Article.

All notices of recall shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. It shall be the responsibility of each teacher assistant who is laid off to advise the Superintendent in writing of his/her latest address.

The Board agrees to notify the Association President or his/her designee whenever a notice of recall is sent to a teacher assistant.

D. Effects of Layoff

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to teacher assistants who are laid off:

1. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the teacher assistant had at the time of his/her layoff shall be restored.

2. The teacher assistant shall have the right to maintain insurance coverage under COBRA laws by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.
3. While the seniority of a non-probationary teacher assistant who is laid off shall not be terminated if the teacher assistant is recalled within one calendar year from the beginning of the school term following the teacher assistant's layoff, seniority credit shall not accrue during the period of the layoff.

E. Seniority List

On or before February 1 of each year the Board shall distribute to the Association a seniority list for the teacher assistants showing their accumulated seniority credit calculated in accordance with the provisions of subsection (A) above. The District shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Assistant Superintendent for Human Resources within fifteen (15) calendar days after the Association's receipt of the list.

F. Termination of Seniority

Seniority and the employment relationship shall be terminated if a teacher assistant:

1. quits or resigns;
2. is terminated for cause;
3. retires or is retired;
4. is laid off for one (1) calendar year from the beginning of the school term following a reduction in force;
5. fails to affirmatively respond to a notification of recall within the applicable time period specified above; provided, however, an employee's seniority shall not be terminated if he/she submits satisfactory documentation within the applicable time period specified above that he/she is legally obligated to be employed at another educational institution and has been denied permission to resign from said position;
6. fails to return from an approved leave of absence upon its expiration.

ARTICLE IX
GRIEVANCE PROCEDURES

A. Definition

A grievance shall mean that there has been an alleged violation, misinterpretation, misapplication or inequitable application of any provision in this Agreement.

B. Adjustment

The parties hereto acknowledge that the best procedure for the solution of a problem is through free and informal communication between those involved. Open discussion, reasonable restraint, and a lively interest in the greater good of the education situation should characterize all efforts toward redress. Should these informal procedures fail to bring satisfaction, the grievant may initiate the following course of action.

Step I

The grievance shall be submitted in writing within twenty-five (25) days of the alleged grievance or within twenty-five (25) days after the grievant, through the use of reasonable diligence, should have become aware of the event giving rise to the alleged grievance. The alleged grievance shall set forth all known basic relevant facts on which it is based and the provisions of this Agreement allegedly violated and the remedy sought. This grievance shall be presented to the supervisor immediately involved, with a copy provided to the Association Grievance Committee. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The Association's representative may be present if requested by the grievant. The supervisor shall provide a written answer regarding the grievance to the grievant and the Association Grievance Committee within ten (10) days after the meeting. This answer shall include the reasons for the decision.

Step II

If the grievance is not resolved at Step I and the grievant wishes to appeal, the grievant shall refer the grievance in writing to the Superintendent or his/her official designee within ten (10) days after receipt of the Step I answer. The Superintendent or his official designee shall arrange a meeting with the grievant and such witnesses and counselors as the grievant and/or the Superintendent or his official designee deem necessary to consider facts pertinent to the grievance. Such meeting shall take place within ten (10) days of the receipt of the appeal. Upon conclusion of the hearing, the Superintendent or his official designee shall have ten (10) days in which to provide the written decision with reasons to the grievant and the Association.

Step III

If the grievance is not resolved at Step II, the Association shall refer the grievance to binding arbitration within twenty (20) days after receipt of the answer in Step II. The parties

shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators. The parties agree to request the AAA or the FMCS to limit the panel to members of the National Academy of Arbitrators. Both the Association and the Board shall have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. Both the Board and the Association shall have the right to strike four names from the panel. The party requesting arbitration shall strike the first four names and the other party shall then strike four names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Board and the Association requesting that a time and place be set for the hearing, subject to the availability of the Board and Association representatives. Both parties may mutually agree in writing to submit more than one grievance to the same arbitrator.

The arbitrator shall have no right to amend, notify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the Board and the Association and shall have no authority to make an award on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions in violation of applicable Federal, State and local laws, and rules and regulations having the force and effect of law which are issued by agencies having regulatory authority over the Board. The arbitrator shall submit in writing his/her decision and award within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The award shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement. Consistent with these provisions, the arbitrator shall have the authority to make an award concerning the remedy, if any, that he/she considers to be appropriate.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

C. General Guidelines

1. If the Board challenges the arbitrability of a grievance on the grounds that the grievance was not submitted within the required time limits set forth in Step I, this issue may be processed as part of the grievance in accordance with the Grievance Procedure set forth in this Article. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered to be acceptance of the decision rendered at that step. Failure at any step of this procedure to answer a grievance within the specific time limits shall permit the grievant (and the Association with respect to appeals to Step III) to proceed to the next step.
2. All time limits consist of school days. If a grievance is submitted less than ten (10) days before the close of the current school term, the time limits shall consist

of all weekdays in order that the grievance may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee employment days.

3. If the grievant, the immediately involved supervisor, the Association, and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.
4. Class grievances involving two or more employees which involve the same facts may be initially filed by the Association at Step II.
5. The Board acknowledges the right of the Association to participate in the processing of grievances in accordance with the provisions of the *Illinois Educational Labor Relations Act* (IELRA). No employee shall be required to discuss any grievance if the Association's representative is not present.
6. The Board and the Administration shall cooperate with the Association, and vice versa, in investigation of any grievance, and further, they shall furnish each other with such information requested for the processing of any grievance, but this does not involve the preparation of any material or information not already available to the Board, Administration or Association.
7. No reprisals of any kind shall be taken by the Board or the Administration against an employee because of his/her participation in this grievance procedure. Furthermore, the Association shall not participate in any reprisals against administrators or supervisors for any testimony or decisions given because of participation in this grievance procedure.
8. Should the Board or the Superintendent require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits for the investigation or processing of any grievance. The parties agree to schedule arbitration hearings insofar as practicable at times when employees can be present to testify as witnesses without interfering with their teaching or other assigned duties; provided that if an employee is required to testify during his/her regular assignment, said employee shall be released without loss of pay or benefits for the purpose of testifying. In addition, up to two (2) Association representatives shall be released to attend arbitration and/or IELRB hearings without loss of pay or benefits.
9. Grievances, responses to grievances, appeals, and other records dealing with the processing of a grievance shall not be placed in personnel files.
10. A grievance may be withdrawn by the grievant at any level without establishing a precedent.

11. Nothing contained herein shall be construed as limiting the right of any employee to file a grievance in accordance with the procedures set forth herein without the support or intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.
12. Upon written mutual consent, time limits may be extended.
13. If any employee files any claim or complaint in any court of law or other appropriate governmental agency other than the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure set forth herein. This provision shall not apply to any complaints filed with the Illinois Educational Labor Relations Board (IELRB).
14. By the mutual agreement of both parties, a grievance that has been appealed to arbitration in timely fashion may be handled in accordance with the expedited labor arbitration rules of the American Arbitration Association and/or in accordance with such expedited procedures as the parties may mutually agree to.

ARTICLE X
NONINTERRUPTION OF WORK

During the term of this Agreement neither the Association nor any employee covered by this Agreement shall instigate, promote or participate in any strike, sympathy strike or other concerted stoppage of work.

The Association shall not be held responsible for actions of individual employees in which it has not participated, instigated or promoted.

ARTICLE XI
EMPLOYEE FILES (PERSONNEL)

Each employee shall have the right, upon request, to review the content of any file pertaining to him/her. At the employee's request, a representative of the Association may accompany the employee in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. No employee shall remove any material from his/her personnel file but shall have the right to make a copy of it. Such review shall not be applicable to the following confidential materials: recommendations by colleges or universities, or evaluations by previous employers. Employees' files shall contain the minimum items of information as follows:

Required medical information

All employee evaluation reports

Copies of all notifications of reemployment

Copies of all notifications of supplemental duties

Any other documents which could be used as a basis for discipline, reemployment, demotion, promotion, reassignment, or salary.

Effective after this Agreement is ratified by both parties, an employee shall be advised within five (5) school days of placement in his/her file of any document relative to observation, corrective interview, or reemployment. The employee shall have the opportunity of filing a written response to this material in the file within thirty (30) calendar days.

ARTICLE XII
SALARIES AND BENEFITS

A. Salary

Effective for the 2012-2013, 2013-2014, 2014-2015, and 2015-2016 school years, teacher assistants shall be paid the applicable hourly rate in accordance with their placement on the compensation schedules that are attached as Appendix A, Appendix B, and Appendix C, respectively. Newly-hired teacher assistants may be placed at a higher step of the appropriate compensation schedule because of educational background or experience, but the placement shall not be higher than a Step Three.

Teacher assistants will be placed on the appropriate longevity column of the applicable hourly rate schedule (L1, L2 or L3) based on their years of service (see Article XII, Section B):

L1	-	11 to 15 years of service
L2	-	16 to 20 years of service
L3	-	21 + years of service

They will continue to move down steps also until they reach the last step available based on years of service.

B. Longevity Pay

After completing ten (10) years of service in the District and with the recommendation of their immediate supervisor, teacher assistants will receive longevity pay that is five percent (5%) above the hourly rate for their step. After completing fifteen (15) years of service in the District and with the recommendation of their immediate supervisor, teacher assistants will receive longevity pay that is eight percent (8%) above the hourly rate for their step. After completing twenty (20) years of service in the District and with the recommendation of their immediate supervisor, teacher assistants will receive longevity pay that is fifteen percent (15%) above the hourly rate for their step. Years of District service will be computed on the same basis that seniority is computed as set forth in Article VIII, Section A.

C. Stipends for Extracurricular Responsibilities and Coaching Assignments

The amount to be paid for acceptance of extracurricular responsibilities and for coaching assignments, if any, for the 2012-2016 school years shall be in accordance with Appendix D attached to the collective bargaining agreement between the Board and the PREA. It is understood that teacher assistants are only eligible for consideration for such an assignment if there is a vacancy which the District has decided to fill and there is no qualified teacher to take the assignment. Required contributions for pension contributions to either the Illinois Municipal Retirement Fund or to the Teachers' Retirement Fund (if the position requires certification) shall be made by the District from the stipend amounts paid to the teacher assistants.

D. Pay for Unused Sick Leave at Retirement

A teacher assistant with at least twelve (12) years of full-time service as a teacher assistant in the District shall be paid sixty-five dollars (\$65.00) for each day of accumulated and unused sick leave which a teacher assistant has at time of retirement under IMRF, up to a maximum of eighty (80) days. No such pay shall be made for any day of unused sick leave that is used for additional service credit under IMRF. Said payment shall be made as a post-retirement severance benefit in the month following the month after retirement and is not intended to be added to compensation in the teacher assistant's final year of service. Any eligible teacher assistant who has submitted an irrevocable notice of resignation for retirement purposes on or before March 31, 2013, shall receive pay for unused sick leave on a pre-retirement basis and without regard to the 80-day maximum.

E. District Retirement Recognition Program

Teacher assistants who resign for retirement purposes under IMRF on or before June 30, 2014 only and have twelve (12) years of service as a teacher assistant in District 64 shall receive a retirement benefit as a post-retirement lump sum payment in the amount of four hundred fifty dollars (\$450) for each year of service as an employee of District 64, not to exceed 25 years. Irrevocable notice of intent to retire must be submitted by February 1, 2014. Only those teacher assistants who remain employed at their current work load up to the date of retirement indicated in their irrevocable notice shall be eligible for the service recognition payment. Payout of the service recognition lump sum shall occur no later than the first payroll of the month following the month after the teacher assistant's resignation.

Any eligible teacher assistant who has submitted an irrevocable notice of resignation for retirement purposes on or before March 31, 2013, shall receive the retirement recognition benefit on a pre-retirement basis and without regard to the 25-year maximum.

F. Insurance Provision

1. Health Insurance Programs. Effective August 1, 2012, for all full-time teacher assistants who are covered by the District's medical-surgical programs (or who request and are eligible to be covered in the thirty-day period prior to September 1), such teacher assistants shall pay the following percentage per month for the premium cost of the coverage option selected:

PPO350	2012-13 Monthly Rate Effective September 1	District Share	District % Paid	Employee Share	Employee % Paid
Employee	\$698.71	\$628.63	89.97%	\$70.08	10.03%
Employee +1	\$1,379.23	\$916.91	66.48%	\$462.32	33.52%
Family	\$1,975.28	\$1,199.19	60.71%	\$776.09	39.29%

HMO	2012-13 Monthly Rate Effective September 1	District Share	District % Paid	Employee Share	Employee % Paid
Employee	\$467.11	\$447.68	95.84%	\$19.43	4.16%
Employee +1	\$922.09	\$626.65	67.96%	\$295.44	32.04%
Family	\$1,320.54	\$835.11	63.24%	\$485.43	36.76%
PPO HDHP	2012-13 Monthly Rate Effective September 1	District Share	District % Paid	Employee Share	Employee % Paid
Employee	\$620.13	\$600.84	96.89%	\$19.29	3.11%
Employee +1	\$1,224.12	\$877.82	71.71%	\$346.30	28.29%
Family	\$1,753.14	\$1,169.70	66.72%	\$583.44	33.28%
PPO1200 (Coverage effective January 1, 2013)	2012-13 Monthly Rate Effective September 1	District Share	District % Paid	Employee Share	Employee % Paid
Employee	\$513.43	\$497.46	96.89%	\$15.97	3.11%
Employee +1	\$1,013.46	\$866.91	85.54%	\$146.55	14.46%
Family	\$1,451.44	\$1,139.24	78.49%	\$312.20	21.51%

The above amounts represent the teacher assistant's monthly share of the premium for the first year of the Agreement. Rates for each future year will be increased by the lesser of (1) the total rate of increase for premiums as calculated by the insurance provider, or (2) ten percent (10%).

For all other full-time employees, the Board will pay \$60 per month (\$720 per year) towards the premiums of group loss of income insurance, group term life insurance, group long term disability insurance, or tax-sheltered annuities, during the term of this Agreement.

- 2. Part-Time Employee Coverage.** Employees who are employed on at least a 50% or more basis but less than full-time shall receive the applicable pro-rata amount.

Example A: For an employee employed on a 75% basis who requests to be covered by the District's medical-surgical programs, the Board shall pay 75% of the amount that the Board pays monthly for full-time employees for the coverage selected and the employee shall pay the remaining amount.

Example B: An employee employed on a 50% basis who elects not to be covered by one of the District's medical-surgical programs shall be entitled to 50% of the applicable dollar amount listed above for group loss-of-income, group term life insurance, group long-term disability insurance or tax-sheltered annuities, based on his/her years of District service.

3. **Insurance Information.** The Association President shall be provided with reasonable access to the master contracts for the District's medical-surgical programs covering bargaining unit employees, as well as any riders or revisions thereto which the District receives from its carriers and health care providers. In addition, the PRTAA President shall be provided, upon written request, relevant and available information pertaining to the District's insurance and annuity programs. Nothing herein shall require the Board to compile any information or data which has not already been compiled.
4. **Insurance Changes.** The Board shall have the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits is substantially the same or better. Before the Board changes insurance carriers or otherwise provides for coverage, the Association shall be given advance notice and an opportunity to present its views through its participation in the District Insurance Committee.
5. **Section 125 Plan.** The Board will offer to all teacher assistants the opportunity to participate in a flexible spending arrangement (FSA) for health care premiums, dependent care assistance, and medical care reimbursement as specified in Section 125 of the *Internal Revenue Code*. The District will administer the plan and assume all costs incurred in its administration.
6. **Health Insurance Committee.** The Health Insurance Committee ("Committee") will be continued during the term of this Agreement for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance and to make recommendations concerning same. The Committee will continue to be comprised of, but not limited to, a teacher representative from each building and representatives from each of the teacher assistant staff and the custodial staff. The chair of the Committee shall be a District administrator designated by the Superintendent who shall be responsible for scheduling meetings and preparing written information for each meeting. The Committee will meet as necessary but at least two (2) times per year. The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to committee members; however, the chair will protect the confidentiality of individual plan participants as required by applicable law. The Committee may meet with consultants as needed.

7. **Health Care Tax Negotiations.** If, during the life of this Agreement, a law is adopted that taxes health care benefits of teacher assistants, the Agreement shall be re-opened to negotiate salary and health care benefits for each remaining year of this Agreement.

G. Dental Insurance

Employees shall be covered by a Board paid dental plan for individual employee coverage. Employees may purchase dependent coverage under said plan at a cost not to exceed the difference between the premium of the single coverage and the premium of the chosen dependent coverage.

H. Term Life Insurance

The Board will pay to the estate or the named beneficiary of a deceased employee or person named by the employee in written direction filed with the District the sum of \$50,000.

I. Voluntary Long-Term Disability Insurance

The Board will offer a voluntary long-term disability insurance plan which employees may elect to participate in at their own expense. The plan will be selected with the advice of the District's Insurance Committee and will be designed to coordinate with the disability coverage provided by the Illinois Municipal Retirement Fund and workers' compensation.

J. Payroll Deductions

Payroll deductions shall be by written consent for the following items over a ten (10) or twelve (12) month period according to the individual employee's wage agreement:

1. Tax-sheltered annuities.
2. Credit Union - A loan amount or share amount may be deducted upon filing a payroll deduction form. A Credit Union payroll deduction may be canceled by notifying the business office. These deductions are not to fluctuate monthly.
3. Park Ridge Community Fund – Limited to six months.
4. Hospital and protection insurance premiums.
5. Membership in the Park Ridge Teacher Assistants' Association and its state and national affiliates, IEA and NEA (authorization forms supplied by the Association).
6. All deductions for Credit Union, tax-sheltered annuities, and Association dues shall be remitted within thirty (30) days of the deduction.

ARTICLE XIII
LEAVES OF ABSENCE

A. Time Off With Pay

All full-time employees will be awarded sick leave and/or personal business leave annually according to the following schedule:

Years of experience in the District	1	2	3	4	5	6	etc.
Sick leave days (personal, family or household)	10	10	12	12	15	15	15
Personal business days	3	3	3	3	3	3	3

1. **Sick Leave.** As authorized in the *School Code*, sick leave days may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. “Immediate family” shall mean the employee’s parents, spouse, brothers, sisters, children, sons-in-law, daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

Sick leave days used for birth shall not exceed forty-two (42) calendar days following the delivery of the newborn unless the teacher assistant submits medical substantiation of the need for additional sick leave time. For purposes of adoption or placement for adoption, teacher assistants shall provide evidence that the formal adoption process is underway as a basis for use of sick leave days; such leave is limited to forty-two (42) days.

2. **Personal Leave.** Personal business leave shall be used for only those absences for personal business which cannot be scheduled or handled on days or at times other than during working hours. Examples of such leave shall include religious holidays, mandatory appearances for legal proceedings, graduations and weddings in the family, and attendance at funerals for persons not included within the definition of “immediate family,” but shall not include such things as planned vacations and remunerative activities or any activity that can realistically be scheduled during non-school time.

No more than two (2) personal days shall be taken consecutively, and personal days may not be used immediately prior to or following a holiday, a three-day weekend, or an extended holiday period except in an extreme emergency, and then only with the Superintendent’s approval. Additional emergency personal business days may be granted under extenuating circumstances at the discretion of the Superintendent. Employees who are employed on at least a 50% or more basis but less than full-time shall receive sick leave and personal business days on a pro-rata basis. Example: An employee employed on a 50% basis in his/her first

year with the District shall be allowed ten (10) one-half sick leave days (personal and family) and two (2) one-half personal business days without loss of pay.

3. **Religious Leave.** When a teacher assistant's religion requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar, up to two (2) days with pay may be taken annually. Any such days shall be deducted from unused sick leave days.
4. **Maximum Accumulation.** All unused days (sick leave or personal business) shall accumulate as sick leave days to a maximum of 275; provided, however, the maximum accumulation shall be determined at the end of the school year. Example: An employee with 275 accumulated sick leave days at the end of the school year shall be credited with an additional 15 sick leave days and 3 personal business days at the start of the next school year, with the understanding that the maximum number of accumulated sick leave days at the end of said school year shall not exceed 275, regardless of whether the employee uses any of said 15 sick leave days or said 3 personal business days.

Sick leave days may not be used for personal days, but personal days may be used for sick leave days, and when not used, added to the accumulation of unused sick leave days. Up to three (3) personal business leave days may be accumulated and carried over to the following year, up to a maximum of six (6). Example: If a teacher assistant does not use any personal business leave days during the 2009-2010 school year, the three (3) unused personal business leave days shall be carried over to the 2010-2011 school year, giving the teacher assistant a total of six (6) personal leave days with the additional allotment of three (3) personal business leave days for the 2010-2011 school year. If this same teacher assistant uses two (2) personal business leave days during the 2010-2011 school year, three (3) days shall be carried over to the 2011-2012 school year and one (1) day shall be added to the teacher assistant's accumulated sick leave days subject to the agreement specified maximum accumulation.

B. Notification of Accumulated Sick and Personal Leave Days

An accounting of accumulated sick leave and personal leave shall be delivered to each employee by October 25.

C. Sick Leave Bank

1. The Board shall establish a Sick Leave Bank which full-time non-probationary employees are eligible to participate in on a voluntary basis, provided that at least 50% of the full-time bargaining unit employees participate or continue to participate in the Sick Leave Bank.

2. The intent of this plan is to provide extended sick leave to those participants who incur a catastrophic illness or disability which necessitates prolonged continuous absence from work. The Bank shall be used only for the personal illness of the participant and not for illness, disability or death of any other person.
3. A full-time employee may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank at the beginning of each year. When the total number of days in the Bank equals twice the number of participants, no yearly contribution will be required until such time that the Bank is depleted to the number of days equal to the number of participants.
4. An employee who has contributed shall be able to utilize days from the Bank after all his/her own accrued sick leave days have been depleted, a three (3) day salary deduction period has transpired, and the employee has presented satisfactory documentation from his/her doctor verifying the catastrophic and prolonged nature of the illness/disability which makes it impossible for the employee to perform his/her assigned duties; provided that the Board retains the right to have the employee examined by a doctor selected by the Board at the Board's expense if there is any question raised by the doctor's statement submitted by the employee.
5. The maximum number of days allowed for any single catastrophic prolonged illness shall be sixty (60) days. A participant will not be eligible to use the Bank again until the participant has returned to work for at least the equivalent of one full trimester. In no event shall a participant be allowed more than sixty (60) days in any one school year or one hundred twenty (120) days in any five consecutive year period.
6. Participants utilizing sick leave days from the Bank will not be required to replace those days.
7. An employee withdrawing from the Bank or the bargaining unit for whatever reasons will not be allowed to withdraw the contributed days.
8. At the time of retirement, a participant in the Sick Leave Bank may withdraw from the bank up to the number of days that the participant has contributed to the bank and not used (i.e., the number of days contributed minus the number of Sick Leave Bank days used) if needed to maximize the amount of additional service credit for IMRF purposes.
9. A two-member committee appointed by the PRTAA shall serve as an Advisory Board to the Administration with respect to the Sick Leave Bank.

D. Parental Leave

The Board shall grant parental leave without pay for all non-probationary teacher assistants upon written request, which request shall be filed in writing no later than 120 days prior to the anticipated birth of the child or upon ascertainment of such condition, whichever shall be later. All such leaves shall include a plan for the commencement and termination of the leave as determined by the non-probationary teacher assistant and the Superintendent or the Superintendent's designee, and a representative of the Association, if an Association representative is requested by the non-probationary teacher assistant. The primary consideration in developing the plan shall be that the continuity of instruction for the students be maintained to the maximum degree possible. Leave shall be for a maximum length of one (1) full school year; provided that if the leave begins on or after November 1, then the maximum length shall be the remainder of the current school year plus one (1) additional year. Any request for such leave to commence prior to November 1 shall commence the first day of the school year. Parental leave shall be subject to the following conditions:

1. A non-probationary teacher assistant who desires to take parental leave for purposes of birth and child-care of a newborn shall submit a written request to the Superintendent or designee no later than 120 calendar days prior to the anticipated birth of the child. The application shall indicate the proposed starting and ending dates of the leave and shall be accompanied by a written statement from the teacher assistant's obstetrician or legally-qualified health care provider indicating the expected date of delivery and an opinion whether she may safely continue in employment, including the performance of all regular duties. In addition, a teacher assistant returning from parental leave for birth and care of a newborn shall submit evidence from her qualified physician indicating that she is medically able to perform all of her teaching duties.
2. Sick leave provisions in this Agreement (including Sick Leave Bank) and parental leave shall not be applicable at the same time, provided that parental leave may commence immediately before and/or immediately after use of sick leave for maternity disability purposes or adoptive purposes as herein provided. Use of sick leave for maternity disability purposes shall be limited to forty-two (42) calendar days following the birth of the child unless the teacher assistant provides medical substantiation of the need for additional sick leave days. Use of sick leave by the primary care giver of an adopted child under the age of 5 shall be limited to forty-two (42) calendar days after obtaining physical custody of the adopted child. Accumulated sick leave shall be restored to the teacher upon return to employment in the District.
3. A non-probationary teacher assistant who desires to take parental leave for purposes of adoption or placement for adoption shall submit a written request to the Superintendent or designee of the anticipated date of adoption or placement of the child with the adoptive parent(s). If possible, application shall be made at least 120 calendar days, or as soon as practicable, prior to the anticipated date of adoption or placement. It shall be the responsibility of the teacher assistant to

keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.

4. As with any other unpaid leave, any teacher assistant granted parental leave may make arrangements to continue coverage under the District's medical-surgical program at his/her own expense during his/her leave. For that portion of parental leave that also qualifies as leave under the FMLA, the teacher assistant shall receive insurance coverage pursuant to the provisions of Section F above for up to the maximum period of time provided under the *Family and Medical Leave Act* (i.e., up to twelve (12) weeks within a year).
5. Any non-probationary teacher assistant granted parental leave who has worked at least ninety (90) days of the school year prior to going on parental leave shall be considered to have completed a full year for purposes of advancement on the salary schedule and pro-rata seniority credit if otherwise eligible.
6. Non-probationary teacher assistants on an approved parental leave shall be subject to the provisions of Article VIII (Seniority, Layoff and Recall).
7. While on parental leave a non-probationary teacher assistant will not engage in substantial alternative employment.
8. Any time spent on parental leave, including any use of sick leave as provided in subsection 1 above, for which an employee could take leave under the Family and Medical Leave Act of 1993 shall be deemed to be FMLA leave as well.

E. Family and Medical Leave Act of 1993

The Board may adopt policies to implement the *Family and Medical Leave Act of 1993* (FMLA) that are in accord with what is legally permissible under the Act. Examples of the purposes for which eligible employees can use FMLA leave include:

1. birth and/or care of a newborn child within the twelve (12) months after the birth of the child;
2. placement of a child for adoption or foster care within the twelve (12) months after the placement of the child;
3. care of a teacher assistant's spouse, child, or parent with a serious health condition;
4. treatment of a teacher assistant's own serious health condition; and
5. certain military-related purposes.

F. Other Leave Provisions

A leave of absence without pay of up to one (1) year may be granted to any full-time teacher assistant, upon application and approval, in the sole discretion of the Board, for the purpose of study, travel, or personal business. No experience step increase shall be granted on the salary schedule for the period of such leave. Such leave may be extended for up to an additional one (1) year under the same terms and conditions.

G. Workers' Compensation

The Board shall pay the State of Illinois prescribed workers' compensation payment to an employee who is determined to be eligible to receive workers' compensation pursuant to 820 ILCS 305/1 *et seq.* Said teacher assistant may elect to receive any additional sick leave compensation paid by the Board and available to the teacher assistant (i.e., 1/3rd of a sick day to bring the employee to full salary) or to receive only the workers' compensation benefits to which the teacher assistant is entitled (i.e., 2/3rd of salary).

ARTICLE XIV
PRIORITY OF DOCUMENTS

In the event of conflict between this document and other written policies of the Board, this Agreement, if applicable, takes priority over and controls the others.

ARTICLE XV
NEGOTIATION PROCEDURES

The parties agree to negotiate in good faith pursuant to the *Illinois Educational Labor Relations Act* and the rules and regulations of the IELRB, with the understanding that the Illinois Education Labor Relations Board (IELRB) has exclusive jurisdiction to enforce this mutual obligation. The parties agree to begin negotiations by April 1 in which this Agreement terminates, unless otherwise agreed. Should the parties require the assistance of a mediator, either party may request assistance from the Federal Mediation and Conciliation Service. The submission of a request by one party shall obligate the other party to join in such request.

ARTICLE XVI
ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVII
WAIVER OF BARGAINING

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, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to during such collective bargaining process, or any item covered specifically in this Agreement. This provision shall not, however, prohibit the parties from mutually agreeing to alter, change, add to, delete or otherwise voluntarily modify this Agreement in accordance with Article XVII.

ARTICLE XVIII
APPLICABLE STATE LAW

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between the Park Ridge Teacher Assistants' Association and the Board of Education, Community Consolidated School District 64, and shall be changed only in writing signed by both parties.

ARTICLE XIX
SAVINGS CLAUSE

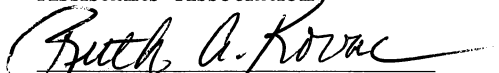
Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses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

ARTICLE XX
RATIFICATION AND DURATION OF AGREEMENT

This Agreement, upon ratification first by the Association and then by the Board, shall be binding upon both parties after ratification. This Agreement shall remain in effect through August 20, 2016.

ARTICLE XXI
APPROVAL

**For the Park Ridge Teacher
Assistants' Association**

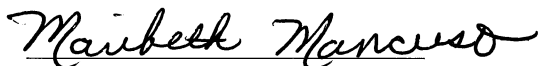


President

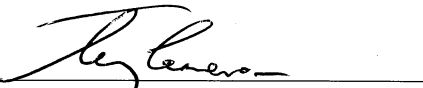
**For the Board of Education
District 64**




President



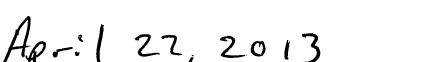
Secretary



Secretary



Date Ratified



Date Ratified

hlerk#244330

APPENDIX A

Park Ridge - Niles Community Consolidated School District 64

2012-2013 PRATA HOURLY SALARY RATES

STEP	BASE	L1	L2	L3
1	\$14.26			
2	\$14.59			
3	\$14.87			
4	\$15.21			
5	\$15.60			
6	\$16.03			
7	\$16.42			
8	\$16.83			
9	\$17.18	\$18.04		
10	\$17.57	\$18.45		
11	\$18.09	\$19.00		
12	\$18.52	\$19.45		
13	\$18.96	\$19.91		
14	\$19.43	\$20.40	\$20.99	
15	\$19.84	\$20.83	\$21.43	
16	\$20.52	\$21.55	\$22.16	
17	\$20.94	\$21.99	\$22.62	
18	\$21.33	\$22.39	\$23.03	
19	\$21.96	\$23.06	\$23.72	
20th year			\$23.72	
21st year				\$25.25

Note 1: Teacher Assistants will be placed on the appropriate column based on their years of service.

Base: 0 to 10 years of service

L1: 11 to 15 years of service - 5% above step as in Article XII, B. Longevity Pay

L2: 16 to 20 years of service - 8% above step as in Article XII, B. Longevity Pay

L3: 21 + years of service – 15% above step as in Article XII, B. Longevity Pay

Note 2: Staff will continue to move down steps until they reach the last step available based on years of service.

APPENDIX B

Park Ridge - Niles Community Consolidated School District 64

2013-2014 PRTAA HOURLY SALARY RATES

STEP	BASE	L1	L2	L3
1	\$14.54			
2	\$14.88			
3	\$15.17			
4	\$15.51			
5	\$15.91			
6	\$16.36			
7	\$16.75			
8	\$17.17			
9	\$17.52	\$18.40		
10	\$17.93	\$18.82		
11	\$18.46	\$19.38		
12	\$18.89	\$19.84		
13	\$19.34	\$20.31		
14	\$19.82	\$20.81	\$21.41	
15	\$20.24	\$21.25	\$21.85	
16	\$20.93	\$21.98	\$22.61	
17	\$21.36	\$22.43	\$23.07	
18	\$21.75	\$22.84	\$23.50	
19	\$22.40	\$23.52	\$24.19	
20th year			\$24.19	
21st year				\$25.76

Note 1: Teacher Assistants will be placed on the appropriate column based on their years of service.

Base: 0 to 10 years of service

L1: 11 to 15 years of service - 5% above step as in Article XII, B. Longevity Pay

L2: 16 to 20 years of service - 8% above step as in Article XII, B. Longevity Pay

L3: 21 + years of service – 15% above step as in Article XII, B. Longevity Pay

Note 2: Staff will continue to move down steps until they reach the last step available based on years of service

APPENDIX C

Park Ridge - Niles Community Consolidated School District 64

2014-2015 PRTAA HOURLY SALARY RATES

STEP	BASE	L1	L2	L3
1	\$14.84			
2	\$15.18			
3	\$15.47			
4	\$15.82			
5	\$16.23			
6	\$16.68			
7	\$17.09			
8	\$17.51			
9	\$17.87	\$18.76		
10	\$18.28	\$19.20		
11	\$18.83	\$19.77		
12	\$19.27	\$20.24		
13	\$19.73	\$20.71		
14	\$20.22	\$21.23	\$21.83	
15	\$20.64	\$21.67	\$22.29	
16	\$21.35	\$22.42	\$23.06	
17	\$21.79	\$22.88	\$23.53	
18	\$22.19	\$23.30	\$23.97	
19	\$22.85	\$23.99	\$24.68	
20th year			\$24.68	
21st year				\$26.27

Note 1: Teacher Assistants will be placed on the appropriate column based on their years of service.

Base: 0 to 10 years of service

L1: 11 to 15 years of service – 5% above step as in Article XII, B. Longevity Pay

L2: 16 to 20 years of service – 8% above step as in Article XII, B. Longevity Pay

L3: 21 + years of service – 15% above step as in Article XII, B. Longevity Pay

Note 2: Staff will continue to move down steps until they reach the last step available based on years of service.

APPENDIX D

Park Ridge - Niles Community Consolidated School District 64

2015-2016 PRATAA HOURLY SALARY RATES

STEP	BASE	L1	L2	L3
1	\$15.13			
2	\$15.48			
3	\$15.78			
4	\$16.14			
5	\$16.55			
6	\$17.02			
7	\$17.43			
8	\$17.86			
9	\$18.23	\$19.14		
10	\$18.65	\$19.58		
11	\$19.20	\$20.16		
12	\$19.66	\$20.64		
13	\$20.12	\$21.13		
14	\$20.62	\$21.65	\$22.27	
15	\$21.05	\$22.11	\$22.74	
16	\$21.78	\$22.87	\$23.52	
17	\$22.22	\$23.33	\$24.00	
18	\$22.63	\$23.77	\$24.44	
19	\$23.30	\$24.47	\$25.17	
20th year			\$25.17	
21st year				\$26.80

Note 1: Teacher Assistants will be placed on the appropriate column based on their years of service.

Base: 0 to 10 years of service

L1: 11 to 15 years of service – 5% above step as in Article XII, B. Longevity Pay

L2: 16 to 20 years of service – 8% above step as in Article XII, B. Longevity Pay

L3: 21 + years of service – 15% above step as in Article XII, B. Longevity Pay

Note 2: Staff will continue to move down steps until they reach the last step available based on years of service.