



Illinois Education Association - NEA
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BY FACSIMILE, FIRST CLASS MAIL AND EMAIL

To: Ms. Ellen Strizak, IELRB (ellen.strizak@illinois.gov)
Illinois Educational Labor Relations Board
160 North LaSalle Street, Suite N400
Chicago, Illinois 60601
Telephone: (312) 793-3170
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From: Amy Kunz, IEA-NEA UniServ Director Region 42, on behalf of the Educational Support Personnel Association, IEA-NEA (amy.kunz@ieane.org)

Cc: Commissioner Steve George, FMCS (sgeorge@fmcs.gov)
Dr. Bruce Brown, Regional Superintendent North Cook (bbrown@ncisc.org)
Dr. Scott Thompson, Superintendent of CCSD 15 (thompsos@ccsd15.net)
Michael A. Loizzi, Jr., Attorney for CCSD 15 (mloizzi@hlerk.com)
Rachel Clark, IEA-NEA Associate General Counsel (Rachel.Clark@ieane.org)
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Debbie Gorecki, IEA-NEA UniServ Director Region 43 (Debbie.Gorecki@ieane.org)
Angie Drazkowski, President of the Educational Support Personnel Association, IEA-NEA (angiedistrit15@gmail.com)

Date: September 14, 2017

Re: Submission of Final Offer Under Section 12(a-5)(2) of the Act

Dear Ms. Strizak:

Enclosed you will find a final offer from the Educational Support Personnel Association, IEA-NEA, of Community Consolidated School District 15.

The Association is currently engaged in negotiations for a collective bargaining agreement with Community Consolidated School District 15. This final offer is being submitted pursuant to Section 12(a-5)(2) of the Illinois Educational Labor Relations Act.

Sincerely,

A handwritten signature in cursive script that reads "Amy G. Kunz".

Amy Kunz
UniServ Director, IEA-NEA

September 14, 2017
Educational Support Personnel Association, IEA-NEA, of CCSD 15
IELRB Posting
Submission of Final Offer Under Section 12(a-5)(2) of the Act
Existing Collective Bargaining Agreement expired June 30, 2017
2016-2018 School Year began August 16, 2017

Overview

The 435 members of the Educational Support Personnel Association (ESPA) of Community Consolidated School District 15 are proud of our community, our students, and the quality educational services we provide. As Program Assistants, 1:1 Aides, Personal Care Assistants, Secretaries, Clericals, Nurses, and Sign Language Interpreters, we are among the very many talented people in District 15 who devote our professional lives to the children. We are the ones who work closely and hands-on with them every day, who support them, nurture them, keep them safe and secure, and make sure that their school experience leads to a lifetime of growth and success.

Though we may not be the most highly paid employees of the District, we are still professionals. Our work matters. We are not less valuable than others. We are proud of what we do for District 15 schools and our children.

Over the last seven months, we have been working diligently to come to a reasonable agreement with the Board of Education. We have worked to develop creative ways to balance the concerns of the Board with the needs of our members. Even with the help of a Federal Mediator, the Board and ESPA have not come to a mutually acceptable agreement.

The two key sources of the dispute are (1) concessions demanded by the Board and (2) the Board's inability to produce a comprehensive financial proposal.

The Board, along with their Executive Administrators, has worked to undermine the language of the existing contract with proposals that will significantly reduce employee benefits. These benefits have been negotiated over many decades through sacrifice and hard work. ESPA does not understand the Board's motivation to demand the reduction or complete elimination of insurance benefits, retirement benefits, personal leave benefits, sick leave benefits, personal leave benefits, bereavement leave benefits, and vacation leave benefits. The members of ESPA are willing to work with the Board but giving up benefits that have been previously negotiated is unacceptable.

ESPA does not understand the Board's demand that classroom Program Assistants cease to perform the job they were hired to perform (providing direct student support within the classroom) and instead use them as in-house substitute teachers anywhere in the District, thus eliminating direct student support.

Additionally, the Board has yet to provide a single financial document which explains, explores, demonstrates, or costs-out any financial proposal made by the Board. The only financial proposal made by the Board would result in a pay freeze and considerable reduction in benefits.

While there are peripheral issues being negotiated, ESPA believes all bargaining disagreements between the Board and ESPA are fundamentally rooted in issues of equity.

In the next few weeks, ESPA will continue discussions that we hope will soon lead to a fair employment agreement for us AND the Board – one that fairly values our work and does not treat us as “less equal” than others.

We commit to do our best to resolve the differences in a fair manner. We hope and trust the Board will do the same.

ESPA's Proposal

ESPA's proposal is modest when compared to benefits and raises other professionals in the District have recently received. Educational Support Professionals closely work with children on a daily basis, provide quality support services every day, and directly serve the students, parents and community. Educational Support Professionals deserve benefits and raises that are equitable to those received by other employees of the District. That is only fair.

Throughout the entire negotiation process ESPA has bargained in good faith. We strive to do our best for our District. We want to feel respected, appreciated, and fairly compensated for the benefits that have been collaboratively negotiated over many decades through sacrifice and hard work.

1. ESPA wants secretaries who temporarily sub for an absent clerical to receive additional compensation for their additional workload.

ESPA's proposed language: *"Any Employee who substitutes for an absent clerical for an extended period of time (defined as a minimum of four hours) will receive a stipend of \$10 an hour above his/her normal rate of pay for all work performed as a substitute clerical."*

2. ESPA wants our members to receive the same allocation of sick leave days as teachers.

ESPA's proposed language (which is identical to language in the teacher's contract): *"Full-time Employees will receive a minimum of twelve (12) sick days of absence per school year to be used for illness or injury without loss of salary. After the accumulation of eighty-nine (89) sick days, an Employee shall receive a minimum of fifteen (15) sick days per school year for illness or injury without loss of salary. After the accumulation of one hundred seventy (170) sick days, an Employee will receive twenty-four (24) sick days per school year for illness or injury without loss of salary."*

3. ESPA wants to retain all other leave language and resolve two Unfair Labor Practice (ULP) suits filed against the Board.

- a. ESPA's proposal is to keep all other existing leave language intact with the exception of areas where agreement has already been reached with the Board.
- b. ESPA's proposal provides the Board with opportunity to resolve two ULP charges.
 - In spring 2017, ESPA and DTU (transportation union) filed two ULP charges against the Board for unilaterally imposing non-bargained changes to sick leave benefits. These charges are rooted in the Board's regressively imposed policy which (1) requires ESPA members to produce physician certified proof of health documentation to return to work after a five day sick-leave absence and (2) forces ESPA members who are ineligible for FMLA benefits to still comply with the extensive paperwork and financial burden of FMLA-like medical documentation, regardless of the fact that the overwhelming majority of ESPA employees are ineligible for FMLA benefits.
 - ESPA's proposal: *Retain existing language with interpretation of language and required documentation consistent with Board practice prior to 2016-2017 school year. Board will agree to apply uniformly to ESPA and DTU (transportation union) with joint Memorandum of Agreement. ESPA and DTU would then agree to withdraw ULP charges.*

4. ESPA wants updated language which defines the work hours and calendar year for new categories of employees.

ESPA's proposed language:

- a. Office Clericals. Paid workdays equal to the school year for students, plus eleven (11) additional days which include one (1) walk-in registration day, unless additional paid days are requested by the administration. Administration shall assign the additional work days for the office clericals.
- b. Program Assistants, Personal Care Aides and LRC/Building Clericals. Paid workdays equal to school year for students, unless additional paid hours are requested by the administration.
- c. Sign Language Interpreters. Six (6) hour paid workday with number of paid workdays equal to school year for students, unless additional paid hours are requested by the administration.

5. ESPA wants wage schedules to be consolidated and employee wage increases to be commensurate with those received by other employee groups.

- a. Year One: Wage schedules will be consolidated into three employment categories, resulting in most employees receiving an average raise of 3%.
- b. Year Two and beyond: 3% for each employee.
- c. Types of Wage Schedules:
 - *Wage Schedule A includes the following job categories:*
 - i. *Standard Program Assistants*
 - ii. *Bilingual Program Assistants*
 - iii. *Personal Care Aides*
 - iv. *Office Clericals*
 - v. *Building/LRC Clericals*
 - *Wage Schedule B includes the following job categories:*
 - i. *Secretaries*
 - ii. *Grant Assistants*
 - *Wage Schedule C includes the following job categories:*
 - i. *Registered Nurses*
 - ii. *Sign Language Interpreters*
 - *Office Clericals and Building/LRC Clericals will be placed onto Wage Schedule A. Initial placement will occur in 2017-2018, with placement reflective of the clerical employee's 2016-2017 step placement plus one (1) additional step. For example, if an office clerical was on step 9 of the 2016-2017 clerical assistant wage schedule, then that employee will be placed on step 10 of the 2017-2018 Wage Schedule A.*

6. ESPA wants clear language on how an employee's wages will be determined when an employee moves to a completely new job category.

This is a historic problem which has been inconsistently managed by the Board and its Executive Administrators. There is a need for clarity and consistency.

ESPA's proposed language: *Effective July 1, 2017, if an Employee changes job category and the new job category is on the same wage schedule as the former job category, then that Employee will remain on his/her step with normal step progression. Effective July 1, 2017, if an Employee changes job category and the new job category is on a different wage schedule, then that Employee will move to the step on the new wage schedule which is closest to that Employee's former hourly rate of pay. If the hourly rate of pay on the new step placement is equal to or less than the Employee's former hourly rate of pay, then the Employee will be placed on the next highest step on the new wage schedule.*

7. ESPA wants pay differentials and extra duty pay to be increased for specific job categories.

ESPA's proposed language:

- a. **Nursing Pay Differential**
 - *A pay differential of \$1.00 an hour will be added to the hourly rate of pay for those nurses who have a Bachelor of Science or Arts degree in Nursing.*
 - *A pay differential of \$1.75 an hour will be added to the hourly rate of pay for those nurses who have a Master's degree in Nursing.*

- *A pay differential of \$1.25/hour will be added to regular pay for those nurses who have duties in a school where fifty (50) or more medical case studies were completed the prior year. Each school nurse will annually have her medical case study numbers reviewed to determine eligibility for this differential.*
- b. *Translation Services Extra Duty Pay. If the District requests an Employee provide language translation services outside his/her normal work hours, that Employee be paid at his/her normal rate of pay or \$25 an hour, whichever is higher,- and such payment will occur in half (1/2) hour increments.*
- c. *Summer School Secretaries. If a twelve (12) month secretary is in a building selected as a summer school site, that secretary will receive a weekly stipend of one hundred dollars (\$100) for each week summer school is in session.*

8. ESPA wants the retirement incentive to remain intact.

The retirement incentive is the key mechanism which drives out higher costs and brings in lower costs. This benefit costs the Board nothing, and actually saves money for the Board.

Retirement incentives are beneficial to both the employer and the employee.

ESPA's proposed language: Employees who have twelve (12) consecutive years of full-time employment in the District and who are eligible for retirement through the Illinois Municipal Retirement Fund (IMRF) can receive a District retirement incentive of \$9,000. The application deadline for participating in the retirement incentive program is February 1st of the fiscal year (July 1 through June 30) during which an Employee retires. In the event more Employees request to participate in the retirement incentive program than are permitted by this Article, eligibility for participation will be based upon seniority. In the case of a seniority tie, Employees with less seniority will be permitted to reapply the following year for the retirement incentive program. \$3,000 of the retirement incentive plan will be added to the final four (4) months' wages for the Employee. The remaining balance of the retirement incentive plan will be paid monthly to the Employee during the two (2) years following retirement.

9. ESPA wants a multi-year contract.

We are proposing a five-year contract.

An excel spreadsheet with detailed tabs and interactive input capabilities was created by ESPA, using data directly provided by the Board. ESPA electronically shared this document with the Board in March 2017 and again in August 2017.

ESPA's comprehensive financial proposal:

- ESPA year 1 proposal: 3.58% total new money*
- ESPA year 2 proposal: 1.26% total new money*
- ESPA year 3 proposal: 1.19% total new money*
- ESPA year 4 proposal: 1.17% total new money*
- ESPA year 5 proposal: 1.28% total new money*