

# **AGREEMENT**

BETWEEN THE

## **BOARD OF TRUSTEES**

ILLINOIS MATHEMATICS AND SCIENCE ACADEMY

AND THE

## **IMSA RC COUNCIL**

AMERICAN FEDERATION OF TEACHERS

LOCAL 604

AFT/IFT, AFL-CIO

FOR THE SCHOOL YEARS

**2023-2026**

## **TABLE OF CONTENTS**

**ARTICLE I – RECOGNITION**

**ARTICLE II – COUNCIL AND BOARD RELATIONS**

**ARTICLE III – EMPLOYEE RIGHTS**

**ARTICLE IV – GRIEVANCE PROCEDURE**

**ARTICLE V – WORKING CONDITIONS**

**ARTICLE VI – MANAGEMENT RIGHTS**

**ARTICLE VII – SALARY/WAGES, STIPENDS, AND RETIREMENT**

**ARTICLE VIII – EMPLOYEE BENEFITS**

**ARTICLE IX – DURATION AND RELATED CLAUSES**

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**ARTICLE I**

**RECOGNITION**

- 1.1 The Board of Trustees of the Illinois Mathematics and Science Academy (IMSA), Kane County, Illinois, hereinafter referred to as the “Board”, hereby recognizes the IMSA RC Council, AFT Local 604, IFT/AFT, hereinafter referred to as the “Council”, as the exclusive bargaining agent for all full and part-time Resident Counselors.

All supervisory, managerial, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act.

- 1.2 The term “employee” when used herein will refer to those employees represented by the Council in the bargaining unit as defined in 1.1.
- 1.3 No employee will be required to join any local, state or national Teachers’ Council in order to receive negotiated benefits or as a condition of employment.
- 1.4 No employee will be favored or discriminated against by the Council or the Board with regard to negotiated benefits, extra duties, staff assignments or membership or school communities on the basis of membership or non-membership in the Council.

## ARTICLE II

### COUNCIL-BOARD RELATIONS

#### 2.1 School Facilities and Equipment

The Council will be able to hold meetings for members on Academy property upon approval of the Administration. The Council will be allowed reasonable use of office machinery and other school equipment. The Council will be allowed reasonable use of bulletin boards and employee mailboxes in each building. When equipment is available, members may use equipment to work on Council business during duty free time. However, the utilization of school equipment will not impede or impair the regular operations of the schools, and first priority for equipment used shall be the needs of the administration and the instructional program. The Council will be allowed time to meet up to one (1) hour during one of the first non-student attendance day(s) of the school year. The Council will be afforded the opportunity for Union meetings scheduled immediately after Department meetings.

Up to once a month, the Council will be allowed to utilize the last 15 minutes of a Tuesday department meeting to give updates and discuss any union business with members. This must be requested at least 7 calendar days in advance and is subject to approval by the Supervisory Team, as any IMSA business that must be discussed with the RC team will take priority.

#### 2.2 Board Information

The Council will also be supplied within twelve (12) calendar days of hire, the following information on all newly hired employees within the bargaining unit: Name, Position, Address, and, if on file, the Personal Email and Phone Number.

#### 2.3 Board of Trustee Meetings

If the Council wishes to be placed on the Agenda for a Board meeting, this request will be made to the President of IMSA in writing and will state the specific reasons for such request. The request must be six (6) calendar days prior to the Board meeting in question.

#### 2.4 Dues Deduction

The Board will deduct from the regular paycheck for ten (10) months of each employee from whom it receives written authorization to do so, the required amount of Council dues. An electronic list of bargaining unit employees, including those from whom dues have been deducted and the amount deducted from each, will be forwarded to the Council treasurer no later than twelve (12) calendar days after such deductions were made. The dues will be sent via check to AFT Local 604 no later than twelve (12) calendar days after such deductions were made. Deductions will continue unless and until the authorization is withdrawn by the union by written notification to the President of the Academy.

2.5 Labor Management Meetings

A. Director/ Union meeting

Representatives from administration and the council will meet relating to the implementation of this contract as well as matters of mutual concern; the parties will not be required to meet more than one (1) time per calendar month, and as needed during June, July, and August. Either party may suggest agenda items up to twenty-four (24) hours prior to the meeting. Topics are not limited except for grievances already filed.

B. President of IMSA/ Union meeting

The President of IMSA and designees will meet with the President of the Union and representatives, relating to the implementation of this contract as well as matters of mutual concern; the parties will not be required to meet more than one (1) time per calendar month, and as needed during June, July, and August. Either party may suggest agenda items up to twenty-four (24) hours prior to the meeting. Topics are not limited except for grievances already filed.

**ARTICLE III**  
**EMPLOYEE RIGHTS**

3.1 Personnel File Review

- A. The official personnel file for each employee shall be kept in the Human Resources Office. Temporary reference files for each employee may be kept in the offices of the supervisors.

3.2 Discipline & Dismissal

- A. The Board agrees with the theory of corrective discipline. Discipline of an employee covered by this Agreement will include the following:

1. A conference with the employee by the appropriate administrator on the decision;
2. In the event of a suspension or dismissal, a written statement of the reason(s) for the action shall be given to the employee and a review of the employee's personnel file with the employee and a representative if the employee so chooses;
3. The Academy reserves the right to combine or skip steps depending on the facts of each situation and the nature of the behavior or performance issue. The level of disciplinary intervention may also vary. Factors that will be considered include, but are not limited to, whether the offense is repeated despite coaching, counseling or training, the employee's work performance, and the impact the conduct and performance issues have on the organization.

- B. Discipline may take the following steps:

1. **Verbal Warning; Counseling:** This is the opportunity to raise awareness that there is a problem that needs to be corrected. The employee's supervisor will discuss the area of concern with the employee and outline a program of improvement or corrective action. The supervisor is expected to clearly describe expectations and steps the employee must take to improve performance or resolve the problem. Within five (5) business days of this conversation, the supervisor shall document the verbal counseling in a memo. The employee will be asked to sign this memo to confirm understanding of the concerns and the necessary corrections. The supervisor shall retain the original and a copy shall be given to the employee.

2. **Written Warning; Reprimand:** The Academy hopes that issues raised in step one will be promptly corrected. However, in the event that does not occur, this step is more formal documentation of problem behavior and/or performance issues. The employee's supervisor will identify prior, related, verbal warnings/counselings, if any, and address the areas of concern in writing, identifying the employee's failure to comply with any prior required corrective action. This formal, written warning shall include a) the corrective action and sustained performance and/or behavior improvements that must be made; and b) notice that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken. The employee will be asked to sign this written warning to confirm understanding of the concerns. The supervisor shall provide a copy of the written warning to the employee, retain a copy and forward the original to Human Resources for retention in the employee's personnel file.
3. **Unpaid Suspension:** There may be performance, conduct or safety incidents so persistent and problematic, or so egregious, that the most effective action may be the temporary removal of the employee from the workplace. Supervisors may recommend an unpaid suspension as a disciplinary tool but such suspensions require the written approval of the President or President's designee. The employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of exempt employees is reserved for the most egregious workplace safety or conduct issues. HR will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.
4. **Final Written Warning:** If an employee fails to respond to prior efforts to correct performance and/or behavior, the Academy may place the employee on a "Final Written Warning" for a period from one to three months (the "Final Warning Period"). This is, in effect, the final, written warning prior to termination. The supervisor shall document the behavior and/or performance problems and required corrective actions and performance expectations in the "Final Written Warning", which shall be signed by the employee and the President or President's designee. Employees who fail to substantially comply with the terms of the Final Written Warning normally will be terminated at the end of the Final Warning Period. However, if the Academy determines that the employee is not substantially adhering to the terms and conditions of the Final Written Warning, the employee may be terminated immediately.

5. **Involuntary Termination:** In the event that the Academy determines that an acceptable resolution to the employee's performance problems cannot be achieved, or if events warrant it (e.g. misconduct or continued poor performance), the Academy may terminate the individual's employment. Furthermore, employees may be terminated without prior notice or disciplinary action. Management's recommendation to terminate an employee must be approved by the President of the Academy or designee.
  
6. **End of Continued Employment:** In the event that the Academy determines that an acceptable resolution to the employee's performance problems cannot be achieved, or if events warrant it (e.g. misconduct or continued poor performance), the Academy may inform an individual that their employment will be terminated after the end of the current academic year. The employee will be expected to continue fulfilling their job requirements, but with the understanding that the individual's position will not be renewed for the following school year.
  
7. **Paid Suspension:** When immediate action is necessary to protect the safety of the employee or others, and/or in the event that an investigation of an employee's actions or behavior is required, and the employee's continued presence in their position would not be in the Academy's best interests to protect the integrity of the investigation, the Academy may suspend the individual's employment until completion of the investigation, at which time additional disciplinary action may be taken. During such suspension, the employee will continue to be paid, but is not allowed to be present at the Academy or any Academy-sponsored or related events, nor perform any Academy work. Security shall collect the employee's keys, fob and identification badge if possible. If not possible, Security shall, minimally, revoke the employee's electronic fob access. Paid suspensions require the written approval of the President or President's designee.

When an employee is notified of his/her/their discipline or of his/her/their dismissal, he/she/they may make a written request to meet with the Chief Human Resources Officer or designee to review the decision. Such requests must be filed within ten (10) calendar days of receiving such notice. The meeting will be held as promptly as possible, but in no case will it be delayed more than fifteen (15) calendar days after receiving the written request. The employee will have the right to a Union Representative at such meetings, and will have the right to present arguments and witnesses on her/his/their behalf. Recommendations to the President by the Chief Human Resources Officer or



designee, if any, shall be communicated to the Council President and the employee in writing.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. **Definition**

1. A grievance is an alleged violation of any provision in this Agreement.
2. All time limits consist of days, except when a grievance is submitted less than ten (10) days before the close of the current school term. At that time, limits will consist of all week days so that the matters may be resolved before the close of the school term or as soon thereafter as possible. Days for the purpose of the grievance procedure will mean teacher attendance days.

Every employee will have the right to present grievances in accordance with these procedures. Nothing contained in this article or elsewhere in the Agreement will be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation by the Council. If the Council representative was not present at the adjustment of the complaint, the Administration shall inform the Council President of the adjustment.

Failure of any employee or the Council to act on a grievance within the prescribed time limits will act as a bar to further appeal and an administrator's failure to give a decision within the prescribed time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended by written mutual consent.

Hearings and meetings held under this procedure will be conducted by mutual agreement at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings and meetings are during school hours, employees whose presence is required will be excused for that purpose, without loss of pay.

The Council agrees to take no reprisals against any persons because of his/her/their participation or refusal to participate in the grievance process. A grievance may be withdrawn at any level without reprisal against the grievant.

#### **Procedure Steps**

Step 1. The parties acknowledge that it is desirable for the employee and his/her/their immediate supervisor to resolve problems through free and informal communications.

Step 2. If such informal processes fail to satisfy the employee, a grievance may be filed. A grievance must be filed within ten (10) days of the occurrence of the event and/or when the Council and/or the aggrieved employee becomes aware or should have become aware of the event, which initiated the grievance but in no event more than thirty (30) days from the occurrence of the event. Failure to do so constitutes a waiver of the right to file a grievance for that particular occurrence. The employee will present the grievance in writing to the Supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The supervisor will provide a written answer of the grievance to the aggrieved employee and the Council within ten (10) days after the meeting.

Step 3. If the grievance is not resolved in Step #2, the aggrieved employee may appeal the grievance to the President of IMSA or designee within five (5) days after receipt of the Step #2 answer or within (5) days after the Step #2 answer was due. The President of IMSA or designee will arrange for a meeting to take place within ten (10) days after receipt of the appeal. After the meeting, the President or designee will have ten (10) days to provide a written decision with reasons to the grievant and the Council.

Step 4. If the grievance is not resolved at Step 3, the grievance may be submitted by the Council to binding arbitration within fifteen (15) days after receipt of the President's decision at Step 3. The parties will attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties will request an arbitrator from the American Arbitration Association. The selection of the arbitrator will follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator will consider and decide only the specific issues raised in the written grievance and the replies thereto and will have no authority to make any decision or recommendation on any other issue not so raised. The arbitrator's decision will be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented. The fees of the arbitrator will be split between the Council and the Board. All other costs will be borne by the party incurring the cost unless otherwise mutually agreed.

## **Representation**

The Council has the right to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant.

## **ARTICLE V**

### **WORKING CONDITIONS**

#### **5.1 Employee Work Year and Calendar**

- A. The Resident Counselor work year is currently 190 work days.
  - 1. During the weeks that contain Labor Day, MLK Day, and Memorial Day, RCs may take an additional off day for the month as their hall staff scheduling permits, if they worked that particular holiday.
- B. New Resident Counselors may be required to attend three additional days for RC Training at the beginning of the school year within their first year of service, which will be included in their annual salary and not in addition.
- C. In a typical week, RCs will work five days (for eight hours per day) per week as a minimum. RCs may work more than five days per week if they are not working eight hours in one of their five work days. Note: Weeks containing move-in, move-out, mandatory work days and extended check out are not considered typical weeks.
- D. During extended weeks, the following formula will be used to determine expected work hours for the week for Resident Counselors:
  - 1. 5.75 Hours multiplied by the number of RC work days in the week (e.g., for the week of Thanksgiving, RCs have Wed-Saturday off, so the total hours expected to work would be 5.75 hours x 3 RC work days, which equals 17.25 hours.)
- E. For Resident Counselors, the school year is defined as beginning with RC Training in August (as defined by the Board Approved 2 page calendar) at the start of each year, and ends with a student orientation day in June.

#### **5.2 RC Workload**

*Student Support*

- A. Resident Counselors will be accessible to students in the wing and hall, adequately check in with each student, who is on campus, on at least a weekly basis to discuss how they are doing academically, socially, and emotionally, and refer them to appropriate resources as necessary
  - 1. Address, enforce and document student discipline issues
  - 2. Log and approve service hours in designated software
  - 3. Write quarterly grades for assigned students
  - 4. Inform students of safety and security procedures
  - 5. Submit weekly report to Residence Life Supervisors by Monday at 2:30 pm
  - 6. Provide monthly communication (blogs, social media updates, etc.) with all assigned student caregivers
  - 7. Respond to communication regarding student concerns to the appropriate individual committees
  - 8. Communicate student issues with student caregivers and necessary IMSA personnel in a timely manner
- B. Provide student services that include but are not limited to providing educational programming, social programming and non-on call trips as directed by the Supervisory Team.
- C. Coordinate and/or chaperone student engagement experiences and academy events, specifically in the evenings and on the weekend. This includes chaperoning campus events, programs, service learning, and meetings, assisting with survey administration, elections, fitness center coverage, program facilitation (example: DEI programming), and academic review sessions, and other student experiences that occur during evenings and weekends.
- D. Monitor wing/hall facilities
  - 1. Submit and follow up on maintenance requests.
  - 2. Conduct room inspections every other week and before extended check-outs
  - 3. Conduct wing clean inspections before extended and/or as directed by the Supervisory Team.
  - 4. Create a wing/hall housekeeping schedule for students in the hall.
- E. Resident Counselors may chaperone and advise unpaid school sponsored activities, such as clubs and club events, as a part of their regular work hours.
  - 1. Resident Counselors will document in their weekly report and timesheets the unpaid school-sponsored activities, such as clubs and club events.

### *Residence Hall and Wing Assignments*

The Residence Life supervisors are responsible for assigning each Resident Counselor's hall and wing each academic year. Resident Counselors may be reassigned to a different

hall and or wing assignment from their original assignment at the discretion of the Residence Life Supervisory Team based on reasons such as hall staffing needs, student needs, maintenance needs, etc. Notice will be provided to the Resident Counselor(s) affected. *Office Shifts*

- A. Resident Counselors will be scheduled for office shifts each day students are on campus. One Resident Counselor will work in each hall office for a period of time between from 3:00pm – 12:00am on Monday through Thursday, 3:00pm – 12:00am on Friday, 10:00am – 12:00am on Saturday, and 10:00am – 12:00am on Sunday. Hall staffs will be responsible for determining scheduling and coverage of office shifts. Resident Counselors will be given the opportunity to submit call dates prior to the creation of the monthly schedule, with the understanding that call dates are not guaranteed. An individual hall will not submit more than 10 call dates per month. Call dates are dates when two or more RCs from a fully staffed hall cannot be on call.
- B. Resident Counselors who close the office, will be responsible for completing a final round of the building between the hours of 1:00am – 2:00am.
- C. During Office Shifts, Resident Counselors will be responsible for:
  - 1. Conducting rounds of the building approximately every hour
  - 2. Monitoring residence hall camera footage
  - 3. Conducting check and entering attendance in designated software
  - 4. Posting trips/updates from the Admin-on-Call
  - 5. Answering phones and responding to parent/student/staff needs.
  - 6. Signing students up for trips
  - 7. Documenting student trips, food ordering, intervisitations, and supply check-outs in designated areas
  - 8. Verifying, administering, and documenting student medication
  - 9. Check-in on students who took a mental health day
  - 10. Log pertinent closing information to pass on to next shift
  - 11. Monitoring sophomore study hours
  - 12. Monitor students on assigned disciplinary consequences

#### *All Work Days*

The following will be considered “all work” days, where Resident Counselor attendance is mandatory: Move-ins, Convocation, Extended Check-Outs, Community Days, Carnival, Move-outs, Prom, and Graduation.

For the week of finals in first and second semester and the day before an extended check-out, Resident Counselors are expected to be available to students looking to check out.

#### *On-Call*

Three Resident Counselors will be scheduled on-call each day students are on campus. Resident Counselors will be on-call the following times as determined by day of the week. Note: Times may vary on rare occasions due to non-typical work weeks. Example: Labor Day is a Monday where the halls are staffed by RCs at 10am, so the On-Call time would be adjusted for this day.

Monday - Thursday: 2:45pm – 8:00am

Friday: 2:45pm – 9:45am

Saturday: 9:45am – 9:45am

Sunday 2:45pm – 8:00am

Residence Life Supervisors will assign on-call days to hall staffs and each hall staff will be responsible for covering their assigned on-call days. On-call responsibilities may surpass listed shift times in the event of an emergency.

While on-call, Resident Counselors will be expected to remain on campus for the duration of their on-call shift and carry their work phone. On-Call Resident Counselors are expected to attend the on-call meeting at the beginning of their shift, respond to phone calls, respond to emergencies, conduct room searches, provide off-campus trips, inside and outside rounds of campus, supervision of areas of campus, office shift coverage, take direction from the Administrator-On-Call, and assist with loading the downstate bus during extended checkouts.

### *Overnight*

Resident Counselors will be scheduled as overnight RCs on nights where students are on campus. Each hall staff will be responsible for assigning two Resident Counselors to act as the overnight RC for each night. In the event that less than two Resident Counselors are scheduled as overnights, the Administrator-on-Call must be made aware.

Resident Counselors will be overnight beginning at the following times based on day of the week.

Sunday - Thursday: 10:00pm – 8:00am

Friday-Saturday: 11:00pm – 9:45am

While acting as an overnight RC, Resident Counselors will be expected to remain in their hall for the duration of their overnight shift and respond to phone calls on their apartment phone or work cell phone. Overnight Resident Counselors are expected to conduct curfew check, oversee hall housekeeping on school nights, and respond to emergencies and student needs.

### *Student Development Days*

RCs will have the opportunity to take up to 1 Student Development Day per quarter. These days must be approved by the employee's supervisor before the monthly schedule for the employee's hall is finalized.

- A. In order to use a student development day, a breakdown of the work that will be done must be shared with the employee's supervisor to explain the need for this day. The expectation is for the RC to work a minimum of 8 hours on a Student Development Day.
  - a. After the day has passed, the employee will be required to submit documentation and proof that the Student Development Day was used sufficiently.
- B. No more than 2 RCs per hall may take a Student Development Day in the same month for a fully staffed hall. In a 3 person hall only 1 RC may take a Student Development Day in a given month. These days should be used for large commitment Academy business. Example uses include
  - a. Assisting with Setup and Chaperoning of a long time commitment event such as a Culture show or Prom
  - b. Participating in a Student Trip that involves multiple hours of travel such as an out of state trip, conference, competition, etc
  - c. Student Development days must not be used for paid co-curriculars
- C. If it is found that an employee misused a student development day, they will be required to use personal time to make up for the missing time.

#### *Opening/Closing Duties of School Year*

- A. Resident Counselors are responsible for preparing the residence hall for opening and closing at the beginning and end of the year.
- B. Resident Counselors will complete their closing checklist and be signed off by their supervisor before departing for the summer.
- C. First Year Resident Counselors, who begin their employment in August before Day of Service, will be required to attend Day of Service.
- D. Resident Counselors will facilitate parent meetings during move-in.
- E. Resident Counselors will conduct one-on-one meetings with each assigned sophomore student living in that residence hall for the first time by September 30th. After completing the one-on-one, Resident Counselors will contact call each assigned sophomore's caregiver to update them on their student's adjustment to IMSA.
- F. Resident Counselors will chaperone and/or facilitate welcome week wing-specific activities and volunteer for at least one Academy-wide activity.

#### *Budgeting*

Resident Counselors will be responsible for following all financial procedures involved when requesting the use of funds from their wing or hall. This includes the submission of fund requests to supervisors, submission of POs, and turning in all relevant paperwork and receipts in a timely manner, dictated by the Business Office, after purchases have been made.

Resident Counselors will also be responsible for proper use and handling of P-Cards throughout the school year. This includes being aware of the annual P-Card shutoff dates, as well as the PO deadlines at the end of each school year as determined by the business office.

#### *Throughout the Year Events*

- A. Resident Counselors will facilitate breakout sessions for the annual Diversity, Equity, and Inclusion training for juniors and seniors.
- B. Resident Counselors will participate in the housing process, which includes but is not limited to, receiving and reviewing housing applications, documenting housing assignments, and attending the joint housing meeting during second semester.
- C. Resident Counselors are required to work one student orientation day over the summer. Resident Counselors will rank their preferences for the provided dates and the Student Affairs department will make every effort to equitably accommodate preferences when assigning Resident Counselors to orientation dates.
- D. Resident Counselors will provide proof of CPR certification. The Academy will provide, at minimum, up to one CPR training course per year for Resident Counselors to attend at no cost.
- E. Resident Counselors will administer annual surveys to students as assigned by the Office of Institutional Research, including but not limited to, the Climate Survey and Student Success Survey.
- F. Resident Counselors who attend a professional development conference are expected to present information learned at an upcoming meeting during the same school year.
- G. When possible, a 2-week notice will be given for any emerging mandatory events, or necessary trainings such as vehicle familiarization course, CPR training, etc.

#### *Liaison Responsibilities*

- A. Resident Counselors that begin the start of the school year will provide their liaison preferences of the provided Liaison roles and responsibilities and the Student Affairs department will make every effort to equitably accommodate preferences when assigning Resident Counselors to orientation dates
- B. Liaison roles may consist of but are not limited to:



1. Peer tutor Liaison;
  2. Resident Student Leader Liaison;
  3. LEAD Liaison;
  4. Professional Development Liaison;
  5. Community Development Liaison;
  6. Class Club Liaison; (2 per class club, if staffing permits)
  7. Hiring/Training Liaison;
  8. Department Liaisons (unofficial name; Spring 2023)
- C. Liaison role responsibilities vary based on the focus of the liaison role.
- D. Resident Counselors will actively participate in liaison training, meetings, events, programs, and responsibilities.
- E. Resident Counselors will be required to assist with the Student Leadership Interviewing & Hiring process for Student Leadership Positions that are associated with the liaison role.
- F. Resident Counselors will complete all tasks, paperwork, and documentation that pertain to the liaison role.
- G. Resident Counselors will report to the liaison supervisor. The liaison supervisor may be a member of the Student Affairs Division or a different IMSA personnel.
- H. Resident Counselors that are hired after the start of the school year will be assigned their liaison responsibilities based on the vacant liaison role.
- I. Resident Counselors may be reassigned to a different liaison role with as much notice as possible based on department need.

#### *Meeting Attendance*

- A. Residence Life department meetings will take place on Tuesdays from 1:00pm – 3:00pm. Assigned action items and obligations required on Tuesdays must be completed by Resident Counselors.
- B. Hall Staff meetings will take place on a weekly basis, but the timing of the meetings will be determined by the hall staff. Supervisors may attend and participate in hall staff meetings.
- C. Resident Counselors and their Supervisors will attend and participate in one-on-one meetings every other week at a mutually agreed upon time. These meetings may be canceled or delayed if mutually agreed upon by both parties. The frequency of these meetings may be increased due to documented work performance issues of the Resident Counselor, or upon request.
- D. Resident Counselors are expected to attend staffing and reentry meetings for students. If a Resident Counselor cannot attend the staffing meeting due to other responsibilities, the Resident Counselor will provide an update on the student to

the appropriate person ahead of the meeting and/or find another hall staff member to attend in their place.

- E. Resident Counselors are expected to attend disciplinary appeal meetings and dismissal hearings for students. If a Resident Counselor cannot attend the meeting due to other responsibilities, the Resident Counselor will be responsible for finding another Resident Counselor to attend in their place.

### *Emergency Response*

Emergencies, including but not limited to tornado warnings, fire alarms, or active shooters on campus require Resident Counselors to respond immediately, even if not working in any capacity if they are able to do so, to ensure the safety of all students. Resident Counselors receive training regarding the appropriate way to respond to each emergency.

Emergencies should be handled according to the Emergency Operation Plan.

### *School Cancellation*

Inclement weather or other emergency situations may result in modifications to the academic schedule and/or main building operations. Resident Counselors are essential staff and will be required to report to work in-person during unscheduled closures and other emergency situations when students are on campus and need supervision. This may require modified work schedules. If classes are canceled or if students have a distance learning day, Resident Counselors may be assigned daytime office coverage beginning at 7:30am. Resident Counselors will be paid at their hourly rate for additional coverage hours assigned.

### *Short Staffed Halls*

- Resident Counselors will have the opportunity to provide input for training documents provided to external partners covering RC duties annually
- Opportunities for Overnight RC additional pay will be offered when two or less active Resident Counselors are employed in a residence hall.
- Opportunities for RC Office Shift additional pay will be offered when a Resident Counselor is unable to complete work due to a leave of absence lasting more than two weeks. Assigned shifts for pay may be revoked if and when the position is filled and after training for the individual has been completed.
- Residence Life Supervisors may modify duties as needed to accommodate hall staff needs. This may include increasing on-call shifts for a staff, but allowing for paid office shifts, that are not closing shifts, for the day a Resident Counselor takes on an additional on-call duty.

- In the absence of a Resident Counselor for more than 2 weeks, students will be reassigned to remaining Resident Counselors as soon as possible following the Resident Counselor's leave. Assignments will be determined by remaining hall staff. If the hall staff cannot come to a consensus, the Residence Life Supervisors will assign students.
- When there is a vacancy, for more than 2 weeks when students are present during the academic year, Resident Counselors will be paid at a rate of \$100/week for additional responsibilities including but not limited to: student comments, additional overnights, extra liaison work, and extra activities for additional students. These responsibilities will be documented.
  - In the event that the vacancy persists for more than 10 weeks, the rate of pay will increase from \$100/week to \$125/week.
  - This section would apply to each vacancy a hall experiences. (e.g. two vacancies in a hall results in this payment occurring twice).

### **5.3 Additional Assignments**

Members may be removed from stipend positions or not reoffered positions based on unsatisfactory performance. There is no guarantee of any compensation and is at FSMManagement's discretion based on budget and other Academy priorities. If approved, hours will be determined by Management.

All stipend positions require paper timesheets to be completed in order to comply with State regulations and expectations. Any time worked for a stipend and recorded on a paper timesheet may not also be recorded on the timesheet that reflects your regular work hours. Qualified bargaining unit members have first right of refusal for all additional assignments. If no qualified bargaining unit members express interest, non-bargaining unit members may work the assignment.

## **Appendix A: Additional Assignments**

### **Summer RC Camps**

Summary Description: Supervision of the residence hall, students, and campers.

Compensation: \$761.92

### **EXCEL Coordinator**

Summary Description: Responsibilities include acting as the coordinator, tutor supervision, student life programming class, afternoon debrief, and supervision of the residence hall and students.

Compensation: \$4010.11

**EXCEL RC**

Summary Description: Responsibilities include tutor supervision, student life programming class, afternoon debrief, and supervision of the residence hall and students.

Compensation: \$3341.76

**SEAMS Coordinator**

Summary Description: Responsibilities include acting as the coordinator, tutor supervision, student life programming class, afternoon debrief, supervision of the residence hall, students, and campers.

Compensation: \$2562.01

**SEAMS RC**

Summary Description: Responsibilities include tutor supervision, student life programming class, afternoon debrief, supervision of the residence hall, students, and campers.

Compensation: \$2116.45

**RC Office Shifts**

Summary Description: Covering an open shift due to staff openings.

Compensation: Equal to hourly rate of the starting salary for new hires with a Bachelor’s Degree for that school year. (e.g. \$20.09/hr for 2023-2024).

Year	BA	MA
2023-2024	\$30,529.20 (3.00%)	\$32,029.20 (+1500 of BA)
2024-2025	\$31,139.78 (2.00%)	\$32,639.78 (+1500 of BA)
2025-2026	\$31,762.58 (2.00%)	\$33,262.58 (+1500 of BA)

For FY25 and FY26, starting salary adjustments for Resident Counselors are contingent upon the appropriation increase for that school year, not to exceed 2% in any year.

**Orientation Assistant**

Summary Description: Assistant with the planning and implementation of summer orientation.

Compensation: Equal to hourly rate of the starting salary for new hires with a Bachelor's Degree for that school year. (e.g. \$20.09/hr for 2023-2024). Up to 90 hours.

Year	BA	MA
2023-2024	\$30,529.20 (3.00%)	\$32,029.20 (+1500 of BA)
2024-2025	\$31,139.78 (2.00%)	\$32,639.78 (+1500 of BA)
2025-2026	\$31,762.58 (2.00%)	\$33,262.58 (+1500 of BA)

For FY25 and FY26, starting salary adjustments for Resident Counselors are contingent upon the appropriation increase for that school year, not to exceed 2% in any year.

### **Orientation RC**

Summary Description: Work as an Orientation RC.

Compensation: Equal to hourly rate of the starting salary for new hires with a Bachelor's Degree for that school year. (e.g. \$20.09/hr for 2023-2024).

Year	BA	MA
2023-2024	\$30,529.20 (3.00%)	\$32,029.20 (+1500 of BA)
2024-2025	\$31,139.78 (2.00%)	\$32,639.78 (+1500 of BA)
2025-2026	\$31,762.58 (2.00%)	\$33,262.58 (+1500 of BA)

For FY25 and FY26, starting salary adjustments for Resident Counselors are contingent upon the appropriation increase for that school year, not to exceed 2% in any year.

### **Overnight RC**

Summary Description: Conduct curfew check in hall, oversee nightly housekeeping during weekday nights, and respond to students' needs and/or emergencies. Resident Counselors will be required to stay within the hall overnight.

Compensation: \$155.25/night (Sunday - Thursday); \$186.30/night (Friday - Saturday)

"RC Advisor"

Summary Description: RC Advisors would assist the Area Coordinators and Director of Residence Life by ensuring the success of their individual halls in an official capacity and serve as the admin-on-call on select weekend days (Friday - Sunday). RC Advisors would be selected on an annual basis and employees would need to reapply each year.

Compensation: \$3000/year, paid out across RCs paychecks from August 31st - August 15th.

## **ARTICLE VI**

### **MANAGEMENT RIGHTS**

Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Trustees' rights and responsibilities to create and maintain the Academy in accordance with the legislative charges and the best interests of all stakeholders, including, but not limited to, students, families, and staff, including faculty. The intent of this Agreement is to establish wages, working hours and conditions of employment with the IMSA RC Council.

Accordingly, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, subject to the terms of the collective bargaining agreement, conferred upon it and vested in it by the laws and Constitutions of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

- A. To the exclusive management, organizational, and administrative control of the Academy and its properties and facilities;
- B. To direct the work of its employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into Agreements with private vendors for service;
- C. To hire all employees, to determine their qualifications and the conditions for dismissal;
- D. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns, to determine the number, deployment and kinds of personnel required in order to maintain the efficiency of Academy operations;
- E. To determine class schedules, and the assignment of teachers with respect thereto;
- F. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
- G. To determine the size of the management organization, its functions, authority, amount of supervision and chart of organization;

- H. To determine the overall goals and objectives, as well as the policies affecting the educational programs;
- I. To direct and determine the size of the workforce, including the right to hire, discipline and transfer;
- J. To build, move or modify facilities, including the closing of offices, departments, divisions, buildings, or other facilities; to establish budget procedures and determine budgetary allocation.

The exercise of the foregoing powers, rights, duties and responsibilities by the Board of Trustees and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be the exclusive jurisdiction of the Board, except as limited by law or the terms of this Agreement.

## ARTICLE VII

### SALARY/WAGES, STIPENDS, RETIREMENT

#### **7.1 Salary and Wages**

Starting Salary - Newly hired residence counselors (beginning July 1, 2023 and through the duration of this agreement). This includes returning RCs that have terminated employment for any reason.

Year	BA	MA
2023-2024	\$30,529.2 (3.00%)	\$32,029.20 (+1500 of BA)
2024-2025	\$31,139.78 (2.00%)	\$32,639.78 (+1500 of BA)
2025-2026	\$31,762.58 (2.00%)	\$33,262.58 (+1500 of BA)

For SY25 and SY26, starting salary adjustments for Resident Counselors are contingent upon the appropriation increase for that school year, not to exceed 2% in any year.

## **2023-2026**

### **SY2024**

For 2023-2024 salaries shall increase by 6% of the base salary for returning Resident Counselors.

### **SY2025 and SY2026**

For 2024-2025 and 2025-2026, all annual increases are subject to appropriations. If the appropriation increase is at or below five percent (5%), the same appropriation percentage increase will be applied to salaries in the same year. If appropriations are greater than five percent (5%), the annual increase in that year will be capped at or will be no greater than five percent (5%).

### **Retention Recognition**

Each employee returning for their third year of employment will receive a one-time amount of \$1,000 in their June 30<sup>th</sup> paycheck.

### **Notice of Resignation**

Notice of upcoming resignations is important to allow an opportunity to find replacements. A one-time amount of \$500 will be applied to the last June 30<sup>th</sup> paycheck of employees giving notice of their resignation no later than March 15 of their last year and also completing their remaining contractual days in the fiscal year.

### **Meal Plan**

Each Resident Counselor will receive a meal plan for the academic year.

### **Laundry Stipend**

Each Resident Counselor who completes the academic year will receive a laundry stipend in the amount of \$80.00, which will be a one time payment on June 30, of each year. Resident counselors who are hired mid-year (and start no later than January) will receive a prorated laundry stipend of \$40.00.

### **Master's Degree**

Resident Counselors who have a master's degree will receive an additional \$1500 annually within their base salary.

### **Tuition Reimbursement**

Resident Counselors will continue to have the benefit of being reimbursed up to \$1500 annually for tuition towards a higher degree.



## **7.2 “Path Forward” Committee**

A joint committee of administrators and bargaining unit members will work together to construct a “path forward” in an attempt to ensure that bargaining unit salaries and wages are compared to similarly situated educational employees. Committee recommendations on future treatment of salaries and wages will be reported to the union and administration for use in collective bargaining.

The committee will be composed of no more than four members chosen by the union and four chosen by the administration. Meetings will be set by mutual agreement and will be held at least once every other month unless the parties mutually agree to cancel the meeting.

## **7.3 Stipends**

Stipend payment amounts will follow the Resident Counselor school year defined by the CBA (August to August) not the Academy’s fiscal year.

Employees must be in good standing to perform stipend work. Stipends will only be paid if the program is held or if the work is performed.

Depending on annual legislative appropriations, it may be necessary to reallocate some stipend work. The Administration would meet and confer with the Council before any reallocation.

## **7.4 Retirement Plan**

Provided that employee participates, IMSA shall offer a tax-sheltered annuity retirement plan (e.g., a 403b plan) in which to make elective salary contributions in order to save for retirement.

For participating employees and starting in their second year of employment\_and subject to an annual appropriation of funds from the Illinois General Assembly, sufficient to fund this payment, IMSA, will contribute an amount to any such plans equal to employee’s contribution, up to Five Hundred Dollars (\$500) each fiscal year.

IMSA’s matching contributions will be made in the Fall and the employees must be on the payroll at the time of IMSA’s contribution. The employees’ most recent evaluations must be “meets expectations”. Part-time employees will receive a prorated IMSA matching contribution.

# **ARTICLE VIII**

## **Employee Benefits**

### **8.1 Sick Leave**

Regular, non-temporary, ten-month employees working a minimum of 740 hours per year accumulate paid sick leave based upon hours worked. Full-time employees accumulate twelve (12) sick days/96 hours per fiscal year (on a proratedpro-rated basis for part-time employees) up

to a maximum accumulation of 180 days. Sick leave may be taken for mental health reasons. Partial sick leave may be taken in one (1) hour increments.

Employees may use accumulated paid sick leave for the following reasons:

1. The employee's own illness/injury and mental health;
2. The employee's own appointments with a health care provider, when such appointments can only be arranged during working hours;
3. To care for an immediate family member (spouse, children, parents, or other immediate family) in the event of their illness/injury or health care provider appointment.

The employee must meet the following conditions in order to qualify for sick leave benefits:

1. The employee must notify the immediate supervisor of the illness as early as possible in advance of the scheduled work time and describe the nature of the illness and expected time of return to employment.
2. Sick day compensation will be paid for the first three (3) days of continuous absence without a physician's statement. A physician's statement may be required for absences in excess of three (3) consecutive days.
3. Absences exceeding three (3) calendar days may fall under the FMLA (Policy GBVD). Human Resources will provide the employee with FMLA information upon notification of sick paid leave absence exceeding three (3) days.
4. Employee absences related to the Americans with Disabilities Act (ADA) will be reviewed on a case by case basis.
5. Medical certification will be requested for all leaves of ten (10) or more work days, regardless of FMLA coverage.
6. Upon exhaustion of paid sick leave, the employee will be required to utilize any accrued personal time prior to taking unpaid leave.
7. If neither FMLA nor ADA applies to an extended sick leave, there is no guarantee of a position if a leave extends beyond the accumulated paid sick leave. If the employee is unable to return to work and the Academy decides the position can no longer be held, the employee's status will be changed to "resigned due to medical reasons."
8. An employee is required to keep the supervisor advised regarding their condition and ability to return to work at least once each week during extended sick leave.
9. Prior to returning to work, the employee must obtain a statement from the treating health care provider stating the date that the employee is able to return to work and perform the essential duties of the position.

#### Additional Notes Regarding Sick Leave

1. If the frequency of requests for sick time within the department is negatively impacting the staffing needs of the team, the Supervisory Team may request a physician's statement in order to approve the sick time.
2. Calling off an on-call shift will use 8 hours of sick time

#### Credit for Accumulated Paid Sick Leave

With the exception of employees who are entitled to partial payment of their previously banked pre-1998 sick days, employees are not eligible for payment of unused sick leave upon

termination of employment with the Academy, but unused/unpaid sick leave may be converted to additional service credit as allowed under SURS or reciprocal systems.

## **8.2 Personal Leave**

Eligible full-time, non-temporary employees accumulate two (2) personal days per fiscal year (on a pro-rated basis for eligible part-time employees). Scheduling of these personal days must be approved at least 7 days in advance by the employee's supervisor. Each fiscal year, supervisors will establish a cutoff date for requesting use of personal days which will typically be 30 days prior to Graduation Day. Employees cannot take personal days during the last two weeks of the academic year or on mandatory "all workdays". Exceptions may apply, as approved in advance by the supervisor. The personal days granted to the employee must be taken prior to the end of each academic year or they are forfeited. Personal time used will be in intervals of 3, 5, or 8 hours.

## **8.3 Floating Holidays**

Floating Holidays are a benefit that is advanced each July 1 but accrued on a pro-rata basis over the course of each fiscal year. All employees hired after July 1 are advanced a pro-rata amount of Floating Holiday time based on start date and fte.

All regular full-time and part-time employees receive two floating holidays per year, pro-rated based on start date and fte.

Supervisors are encouraged to allow employees to take floating holiday time without requiring calling in, checking e-mail or checking voicemail during that period. Employees are encouraged to schedule this time well in advance, as the scheduled use of floating holiday time is subject to the immediate supervisor's approval.

Floating holidays will not be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment.

## **8.4 Paid Parental Leave**

The Academy provides paid parental leave, which is paid time off to allow new parents (birth, adoptive or foster) to bond with their new child, to all eligible employees.

- A. Eligible employees are those who have been employed by the Academy for at least twelve months and who have worked at least 1,250 hours during the previous rolling twelve-month period and must be the biological, adoptive or foster parent. Surrogate mothers and sperm donors are not eligible. However, surrogacy may be eligible for other leave associated with other leave policies. If both parents are employed by the Academy, and are otherwise eligible, both are eligible to receive paid parental leave.
- B. Eligible employees will receive four weeks (160 hours) of paid parental leave at 100% of the employee's base rate of pay, prorated according to the employee's status (i.e., FT, PT,

etc.). Proof of the birth, adoption or foster placement is required to receive paid parental leave. Additional documentation of proof of eligibility may be requested by Human Resources.

- C. Paid parental leave is administered in conjunction with and will run concurrently with the Family and Medical Leave of Absence Policy (Policy GBVD) (“FMLA”). Employees who are not eligible for FMLA leave are not eligible for paid parental leave. However, individuals may be eligible for Unpaid Leave of Absence, pursuant to Policy GULA. Please the Human Resources Department for clarification.
- D. All paid parental leave must be used consecutively within six (6) months of the birth, adoption, or foster placement. Use of paid parental leave can only be used once in a twelve (12) month rolling period. For 10-month employees, whose consecutive use of paid parental leave would extend into the summer break period, any remaining leave may be used consecutively upon return in the Fall.
- E. Paid parental leave, which is used in conjunction with available sick, personal and vacation leave must be used first. Multiple births, adoptions or foster placements that occur at the same time do not extend the length of paid parental leave.
- F. Paid parental leave is an employee benefit. Employees are not eligible for payment of unused parental leave.

## **8.5 Bereavement Leave**

- A. The Academy provides time off with pay to arrange and/or attend funeral and memorial services (or otherwise grieve the loss) of certain family members.
- B. All regular, full-time and benefit eligible part-time employees are provided up to five (5) days of bereavement leave following the death of an immediate family member (defined as current spouse, child, step-child, parent, step-parent, sibling, step-sibling, or in-laws) and up to three (3) days of bereavement leave following the death of an extended family member (defined as grandparent, grandchild, aunt, uncle, cousin, niece, or nephew).
- C. Employees may be required to provide documentation of a death and the relationship to the deceased before leave time may be approved or paid.
- D. An employee must notify their supervisor as soon as possible of their request. Immediate supervisors may approve the use of additional paid (e.g., vacation, personal) or unpaid leave. All paid leave available must be exhausted before unpaid leave is approved.

## **8.6 Sabbatical Leave**

It is the policy of the Academy to allow eligible employees to take paid sabbatical leave to focus on personal and/or professional development, rejuvenation, volunteer, study, research and other professional development activities. Employees eligible for sabbatical leave will be held accountable for the activities or materials they choose to conduct or create during this leave. All intellectual property created during an employee’s sabbatical leave falls under the Academy’s current Intellectual Property Policy (Cross Reference: GIP/JIP).

### **Eligibility**

- A. Faculty may apply for a sabbatical leave after every seven years of continuous full-time service. These employees may apply to take sabbatical leave for one academic semester at full pay or the full academic year at 50% of pay.
- B. Employees at director and executive levels are also eligible to apply for sabbatical leave after every seven continuous years of full-time service. These employees may apply to take sabbatical leave for six weeks at full pay or 12 twelve weeks at 50% pay.
- C. All other employees are also eligible to apply for sabbatical leave after every seven continuous years of full-time service. These employees may apply to take sabbatical leave for four weeks at full pay or eight weeks at 50% pay.
- D. Employees on approved sabbatical leave will receive pay and continued benefits during the period of leave and the standard deductions, including deductions for medical and dental benefits, SURS contributions and 403b voluntary contributions shall continue.

### Conditions

- A. Employees must be in good standing with the Academy at the time of application for sabbatical leave and at the time sabbatical leave is proposed to start. "Good standing" means that the employee has satisfactory performance as evidenced by the most recent annual evaluation or principal recommendations for faculty. Additionally, the employee is not on any type of performance or discipline warnings and/or plans and has not had any unresolved, meaningful performance/behavior problems in the twelve months preceding application for sabbatical leave.
- B. Employees who are approved for sabbatical leave must return to the Academy for a period of at least one year immediately following the leave. If an employee does not return for one full year, the Academy shall be entitled to full reimbursement for the salary paid during the sabbatical or a prorated pro-rated portion thereof depending upon the time of departure from the Academy. The amount owed by the employee may be withheld from earnings owed to the employee through payroll deduction, up to the fullest extent permitted by law. By requesting a sabbatical leave, the employee specifically agrees to repay such amounts as provided in this paragraph and to payroll deductions if the circumstances warrant and allowed by law.
- C. In no event will an employee be entitled to any payment for unused sabbatical leave or sabbatical time that has been waived, including upon termination of employment. Sabbatical leave will not be granted in the twelve months prior to an employee's retirement.
- D. Employees returning from sabbatical leave are expected to submit a presentation (slide show, written report, video, etc.) to the employee's Cabinet member for review with Cabinet, summarizing the sabbatical leave activities and personal and/or professional benefits and outcomes of the sabbatical and, if requested, to present to the Academy and/or the Board on such report.
- E. Employees on sabbatical leave are not eligible for tuition reimbursement or any sabbatical activity reimbursement. Sabbatical leave is generally not for the purpose of undertaking paid employment. Therefore, absent written approval by the President (or designee), any compensation earned during a sabbatical leave for approved sabbatical activities shall be payable to the Academy.
- F. Employees on sabbatical leave must continue to complete timesheets to report time expended on sabbatical activities. Holidays falling within the sabbatical leave period

will not be carried forward and do not extend the sabbatical. However, employees may, if approved, extend the sabbatical leave period with accrued vacation/personal leave time.

- G. Unless specifically directed to do so or contacted by a Cabinet level Academy leadership about an emergency Academy-related matter, employees shall not be participating in any work-related activities during a sabbatical leave.
- H. When an employee returns from a sabbatical leave, the Academy will return the employee to the employee's same position held before the sabbatical leave or to a similar position that is equivalent in terms of compensation, benefits, and hours.
- I. A sabbatical leave will not be denied solely because of Academy budget and/or other resource constraints. Notwithstanding anything contained herein, nothing in this policy creates any right or guarantee that a sabbatical request will be approved.

## **8.6 Unpaid Leave of Absence**

- A. Requests for unpaid leave of absence must be submitted in writing, with explanatory details, to the immediate supervisor and to Human Resources. Each case will be considered independently, and approval will be determined based upon the reason for the leave and the needs of the Academy. Final written approval must be received from the Human Resources Department.
- B. Unpaid leaves of absence may be requested for up to one (1) academic year if agreed to by the employee and the Human Resources Department.
- C. Employees may request a full or partial (e.g., temporarily move from full time to part time status) leave.
- D. If approved, the terms of the leave will be documented in an agreement between the employee and the Academy, including terms of reinstatement to prior position and FTE.
- E. For full leave, neither paid leave benefits nor service credit will continue to accrue during the unpaid leave of absence. Eligibility for other employer-provided benefits (e.g. medical insurance, dental insurance) will be affected as well, based upon the duration of the leave, and conditions will be included within the agreement. The employee may be required to vacate their apartment during the leave of absence.
- F. For partial leave, paid leave benefits and service credit will continue to accrue at a prorated-pro-rated FTE Eligibility and costs for other employer-provided benefits (e.g. medical insurance, dental insurance) will be affected. The employee may be required to vacate their apartment during the leave of absence.
- G. Failure to comply with the terms of the leave will nullify the agreement. Failure to return to work on the designated date will be considered a voluntary resignation.

## **8.7 Day of Giving**

Employees are eligible to take one (1) paid day of giving each academic year in order to volunteer their time to give back to the community.

### **8.8 Other Leave Policies**

See current Board policies for the Family and Medical Leave Act (FMLA), Domestic Violence Leave, Family Military Leave, and Leave for Jury Duty.

### **8.9 Medical/Dental/Eye/Life Insurance**

The Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the Group Insurance Health and Life Plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 as amended by P.A. 90-65 and as amended or superseded. Employee Health Care Benefits shall be as set forth in [Appendix A](#) of the then current Master Contract between the Department of Central Management Services (CMS) and the American Federation of State, County, and Municipal Employees (AFSCME).

### **8.10 Apartment Inspection**

Maintenance will inspect apartments on an annual basis in order to keep the apartments in good order. Inspections will include checking the PTAC units, bathroom fans, faucets, drains, toilets, ceiling, walls, and windows.

Resident Counselors will be informed of inspection dates/times with at least 14 days (2 weeks) advance notice. In the event that an inspection needs to be rescheduled, maintenance will have “rain dates” set up in advance as well. In preparation for the inspection, Resident Counselors need to ensure there is easy access to PTAC Units.

## **ARTICLE IX**

### **DURATION AND RELATED SECTIONS**

#### **9.1 No Strike**

The Council agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services to IMSA or to support any activity which would disrupt the operations of IMSA during the term of this Agreement.

#### **9.2 Severability**

If any provision of this Agreement is held to be illegal, it shall be deemed invalid, and all other provisions shall continue in full force and effect. The parties agree to attempt to renegotiate the provision deemed to be invalid.

#### **9.3 Duration**

This Agreement shall be effective July 1, 2023 through June 30, 2026.

DocuSigned by:  
*Dr. Erin W. Roche*  
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Dr. Erin W. Roche

Chair, Board of Trustees

Illinois Mathematics and Science Academy

8/5/2023

Date

DocuSigned by:  
*Rafael Gonzalez*  
BBB4E595AAF746A...

Mr. Rafael Gonzalez

President, IMSA RC Council

Local 604 AFT/IFT

8/4/2023

Date